

# HKBN GROUP - SUPPLIER CODE OF CONDUCT

## 1. CODE OF CONDUCT

- 1.1. HKBN Ltd. and its subsidiaries (the “**Company**”) regard integrity as one of the core values that must be upheld at all times. The Company expects all its third party suppliers (“**Supplier**”) to respect and adhere to the same core values in the management of their own companies and to conduct themselves in accordance with laws and with the highest standards of professional conduct and ethics at all times.
- 1.2. This Code of Conduct sets out the basic standard of conduct that the Company expects from its Supplier. The Company requires full compliance with these standards from Supplier and its subcontractors. Supplier shall inform its employees, agents, contractors and subcontractors about the content of this Code of Conduct and ensure their compliance of this Code of Conduct.

## 2. ANTI-BRIBERY AND CORRUPTION

Supplier must not offer any kind of bribe or advantage to any employees or representatives of the Company. A bribe can include almost anything of value and is not limited to money, gifts, loans, commissions, offices, contracts, services, favours or discharge of liability. Supplier shall and shall ensure that its employees, agents and subcontractors, observe and comply with the provisions of the US Foreign Corrupt Practices Act, the UK Bribery Act, the Hong Kong Prevention of Bribery Ordinance (Cap. 201), the PRC Criminal Law, the PRC Anti-Unfair Competition Act and other relevant laws and regulations prohibiting corruption and bribery.

## 3. ECONOMIC SANCTIONS

Supplier must conduct themselves according to all applicable laws and regulations for economic sanctions (“**Sanctions**”). Sanctions are laws and regulations made by a government that restrict dealings with certain designated persons, entities or places. Supplier must comply with Sanctions that apply to their business activities. Supplier must not engage in any transactions with any territories that are subject to an embargo by the U.S. Government including Cuba, Iran, North Korea, Syria, Sudan and the Crimea region.

## 4. NO CHILD LABOUR

Supplier must comply with:

- (a) the standards set out in the International Labour Organisation Convention 138 with respect to the prohibition of child labour, namely that no person shall be employed at an age younger than 15 (or 14 where the national law so allows);
- (b) local laws regarding the minimum age of employees; and
- (c) all legal requirements for the work of authorised young workers, particularly those pertaining to hours of work, wages, working conditions and the handling of certain materials.

## 5. NO FORCED LABOUR

Supplier must not use any form of forced, coerced or bonded labour, military labour or any form of human trafficking. Supplier or its subsidiaries must not tolerate any physical punishment, threats of violence or any form of physical, psychological, mental or verbal abuse as a means of enforcing discipline or control in workplace.

## 6. WAGES, BENEFITS AND ACCOMODATION

- 6.1 Supplier must pay employees at least the minimum wage and provide benefits as required by local laws. Wages and benefits shall be paid and provided in a timely manner. Supplier is encouraged to pay their employees above minimum living wages to promote better living standards for employees. Wage deduction as a punitive measure shall be prohibited.
- 6.2 Time off for rest days, public holidays and annual leave shall be granted to employees. Working hours of employees of the Supplier shall not exceed the maximum set by local law, and it is recommended that each employee’s working week shall not exceed 60 hours per week including overtime except in emergency or unusual situations. In addition to

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payment for regular hours of work, Supplier must pay employees for overtime hours at such rate as is legally required or, in those countries where such laws do not exist, at least equal to their regular payment rate.

- 6.3 For those Suppliers providing accommodation to its employees, the living conditions must be of an acceptable level taking into account the local laws and the reasonable expectation of an ordinary person.

### **7. HEALTH AND SAFETY**

Supplier must make employees' safety a priority and provide employees a clean, safe and healthy work environment in compliance with all applicable laws and regulations for workplace health and safety. Supplier must put in place adequate measures and systems to avoid or minimise any harm to its employees. Supplier's personnel involved in the delivery process shall be free from communicable disease. These obligations extend to any residential facilities that Supplier provides to its employees.

### **8. NON-DISCRIMINATION**

Supplier shall treat all its employees equally and fairly. All employees of Supplier must not be subject to any kind of discrimination in relation to hiring, training, wages, benefits, promotion, termination or disciplinary action. Supplier shall employ employees solely on the basis of their ability and not on any other personal characteristics.

### **9. FREEDOM OF ASSOCIATION**

Employees of the Supplier shall have the right to join, or form unions, to pursue and bargain collectively, while Supplier shall not interfere with, obstruct, or prevent such activities subject to local laws. Furthermore, Supplier shall not exercise any unlawful discrimination or other punitive measures against those union representatives and its members.

### **10. ENVIRONMENTAL PROTECTION**

Supplier must comply with all local environmental laws and regulations applicable to workplace, products and methods of delivery and production. Supplier must not use materials that are considered harmful to the environment. Supplier should have appropriate systems in place to assess, measure and seek to reduce the environmental impacts of their operations.

### **11. SUB-CONTRACTING**

Supplier must not use subcontractors in the provision of services to the Company without the prior approval from the Company. In granting such approval, the Company may impose terms and conditions as it sees fit including requiring any subcontractor to undertake in writing to comply with this Code of Conduct. Supplier must ensure that all subcontractors adopt business practices that are consistent with this Code of Conduct.

### **12. CONFIDENTIAL INFORMATION**

Supplier must not disclose confidential information of the Company to any person outside or within the Company, except with prior written permission from the Company. Confidential information of the Company includes but is not limited to the Company's trade secrets, technical knowledge, technical information including data, findings, know-how, and any business, financial, marketing and accounting information whether related to present or prospective business activities, operations, management, policies and strategies, including market intelligence, database information, customer lists, sensitive personnel data and any information concerning the Company and its business which is not generally known outside the Company.

### **13. COMPLIANCE**

- 13.1 The Company has the right to take affirmative measures, such as inspections of work facilities and conducting compliance audits, to ensure compliance with this Code of Conduct. Supplier must maintain at each work facility all documents and records necessary to demonstrate compliance with this Code of Conduct. Supplier must allow representatives from the Company and, if requested, the Company's customers, full access to work facilities and worker records. Supplier must allow representatives from the Company to conduct confidential interviews with its employees.

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- 13.2 Supplier shall confirm that none of its directors and employees involved directly in sourcing and/or any continuation of supply of goods and services to the Company that has any connections through family, spouse, or other association with the Company's employees. If Supplier becomes aware of any conflict of interest, Supplier must report this to the Company promptly.
- 13.3 Supplier shall take necessary corrective actions to promptly remedy any identified non-compliance of this Code of Conduct. The Company reserves the rights to terminate the business relationship at any time by giving 30 days' prior written notice, and to remove the Suppliers from the eligible Supplier list of the Company in circumstances where Supplier or its subcontractors fail to comply with this Code of Conduct.
- 13.4 If Supplier, its employees, subcontractors or other representatives become aware of anything that is in violation of this Code of Conduct, Supplier must report this to the Company as soon as practicable.

### **14 REVISION**

The Company may review, amend or update this Code of Conduct from time to time.

### **ACKNOWLEDGED AND ACCEPTED BY SUPPLIER:**

**Company Name:**

**Name of Authorized Person:**

**Title of Authorized Person:**

**Signature of Authorized Person:**

**Company Chop:**

**Date:**