



KLN LOGISTICS GROUP LIMITED

(Incorporated in the British Virgin Islands and continued into
Bermuda as an exempted company with limited liability)

Stock Code 636

Global Anti-bribery Policy

(Revised on 28 March 2025)

1. PURPOSE

- 1.1. Integrity, honesty and fair play are amongst our core values. We are committed to promoting the highest standards of business ethics and complying with all applicable laws including anti-bribery laws in every jurisdiction in which we operate and do business.
- 1.2. Bribery and corruption is detrimental to business and gives rise to unfair competition and uncertain business outcomes. The harm caused by bribery and corruption is recognised by governments around the world and as a consequence strict anti-corruption laws have been imposed in most countries.
- 1.3. We expect a high standard of business ethics from all directors, officers and employees of all our operations, subsidiaries and affiliates ("**Company Personnel**"), as well as those with whom we do business, including our agents, intermediaries, consultants, contractors, sub-contractors, suppliers, joint venture partners and service providers ("**Business Partners**"). We take a zero tolerance approach to bribery in any form in any country / territory in which we operate and do business.
- 1.4. This Policy sets out the Company's global standards and identifies a variety of situations in which bribery issues are most likely to arise but does not cover every possible situation. If you are ever in doubt as to whether a course of action may breach this Policy, please consult the Head of Human Resources and Administration Department of the country / territory in which you are located before proceeding.

2. APPLICABILITY

- 2.1. This Policy takes immediate effect, and applies to all Company Personnel and all Business Partners acting on the Company's behalf in all countries. Company Personnel should make the terms of this Policy known to Business Partners with whom they are dealing. This Policy is supplemented by the Approval and Reporting Matrix (defined in Section 7.1), and guidelines in relation to corporate gifts and entertainment.
- 2.2. Any practice that conflicts with or violates this Policy is strictly prohibited by the Company.
- 2.3. You must read and familiarise yourself with this Policy and abide by its terms. If you have any questions about this Policy, please seek advice from the Head of Human Resources and Administration Department of the country / territory in which you are located.

3. CONSEQUENCES OF FAILURE TO COMPLY

- 3.1. Any failure to comply with this Policy will be treated seriously. Any Company Personnel who violates the standards set out in this Policy can expect to face disciplinary actions, including the possibility of summary dismissal without compensation from the Company in accordance with applicable law. Violations of this Policy may also be violations of the law and may result in civil and criminal penalties for you, your colleagues and/or the Company.
- 3.2. In the event that the Company sustains any losses arising out of any violation of this Policy, the Company may hold those responsible accountable for such losses.

4. POLICY STATEMENTS

- 4.1. A bribe can be an advantage, which may take a variety of forms such as cash, cash equivalents (e.g. vouchers or shopping coupons), gifts, travel, entertainment, sponsorship, donations, securities, properties or interests in property, loans of money or valuable property, commissions, services, fees, rewards, office, employment, contracts, discharge of a liability in whole or in part or any other benefit

or favour (an “**Advantage**”), directly or indirectly being offered, provided, solicited or accepted with the intent to improperly influence the recipient in the performance of his or her duties for the purpose of obtaining or retaining business or otherwise gaining an unfair advantage.

- 4.2. You must never engage in any act of bribery. You may not give, offer, any Advantage particularly if it could be construed as or give rise to a reasonable suspicion of being for the purpose of gaining an unfair business advantage for the Company or influencing any person or company to give or refer business to the Company.
- 4.3. Likewise, you must not accept, receive, demand, request or solicit any Advantage in connection with affairs related to the Company particularly if the acceptance of such Advantage may affect your objectivity, induce you to act against the Company’s interest or lead to questions, reasonable suspicions or complaints as to your bias and/or impropriety. Gifts and entertainment may be permitted under certain limited circumstances set forth in the Policy as described below.

5. DEALINGS WITH PUBLIC SECTOR/PUBLIC OFFICIALS

- 5.1 No Advantage may be offered directly or indirectly to any public official, being a person who holds a legislative, administrative or judicial position of any nations and/or governments, a political party, candidates for public office, or any employee of any government, government department, government agency, state-owned enterprise, public body, public organisation or international organisation who performs public functions (“**Public Officials**” and each a “**Public Official**”), or any person acting for or on behalf of such Public Officials.
- 5.2 For the avoidance of doubt, the prohibition on offering Advantages to Public Officials includes any Advantage given to a Public Official in any place with the intent to influence:-
 - (a) the performance or non-performance of an act by the Public Official done in the Public Official’s official capacity; or
 - (b) the Public Official expediting, delaying, hindering or preventing the performance of an act done in the Public Official’s official capacity; or
 - (c) the Public Official assisting, favouring, hindering or delaying any person in an actual or potential business transaction with government organisations or public bodies; or
 - (d) the Public Official giving assistance or using influence in actual or potential contracts and subcontract with government organisations or public bodies.
- 5.3 You must never offer, solicit or accept any Advantage for the withdrawal of a tender or bid at an auction whether or not by a public body.

6.1 GIFTS / OTHER ADVANTAGE

Acceptance of Gifts / other Advantage

- 6.1.1 You must not directly or indirectly accept and must politely refuse any gift, entertainment or other Advantage in any form from the Company’s customers, potential customers, Business Partners and potential Business Partners except where:
 - 6.1.1.1 prior approval has been obtained following the approval procedure set out in Section 7 of this Policy; or
 - 6.1.1.2 the Advantage is:-
 - (a) a gift of nominal value that is advertising, promotional or charitable in nature;

- (b) a gift of such value that approval by the Relevant PIC (defined in Section 7.1) is not required according to the Approval and Reporting Matrix (defined in Section 7.1). In such cases, a declaration should still be submitted in accordance with Section 7.2 at the first reasonable opportunity subsequent to acceptance of such gift;
 - (c) such other form of Advantage that approval by the Relevant PIC (defined in Section 7.1) is not required according to the Approval and Reporting Matrix (defined in Section 7.1); or
 - (d) entertainment permitted under Section 6.2 below,
 - (e) AND PROVIDED ALWAYS THAT:-
 - (i) the acceptance will not influence your performance and decision making;
 - (ii) you will not feel obliged to do anything in return for the offeror; and
 - (iii) you can openly discuss acceptance of the gift or entertainment with the Company or anyone without reservation.
- 6.1.2 If you receive a gift other than those permitted in Section 6.1.1 above and in respect of which you had no reasonable opportunity to refuse, it must be reported at the first practicable opportunity adopting the procedure in Section 7 of this Policy and the gift so received should be handed over to the Relevant PIC (as defined in Section 7.1 below). You must follow any directions the Company may give in respect of the gift, which are at the sole discretion of the Company, including but not limited to returning the gift to the offeror or otherwise disposing of or donating the gift.

Offering or Giving of Gifts / Other Advantage

- 6.1.3 In all dealings with the Company's customers, potential customers, Business Partners and potential Business Partners, you are strictly prohibited from offering, promising or giving directly or indirectly any Advantage in any form, other than:
- 6.1.3.1 entertainment permitted under paragraph 6.2 below;
 - 6.1.3.2 the Company's token souvenirs of a nominal value bearing the Company's name and/or logo ("**Corporate Souvenirs**");
 - 6.1.3.3 such other form of Advantage that approval by the Relevant PIC (defined in Section 7.1) is not required according to the Approval and Reporting Matrix (defined in Section 7.1); or
 - 6.1.3.4 where prior approval has been obtained following the approval procedure set out in Section 7 of this Policy.
- 6.1.4 If you would like to offer a sponsorship or a gift or entertainment to any potential and/or existing Business Partners on behalf of the Company, you should strictly observe the Company's Corporate Sponsorship / Gift Donation guidelines applicable to the individual region / country / territory to which you belong.

6.2 ENTERTAINMENT

- 6.2.1 Entertainment includes activities such as meals and attendance at entertainment, social and sports events which are given or received to develop and maintain relationships with potential and existing customers and Business Partners. If you do not attend the meal or event with the recipient or the offeror (as the case may be), this should be considered a gift rather than entertainment and the acceptance or offering of which shall be subject to compliance with Section 6.1 above.

Acceptance of Entertainment

- 6.2.2 No entertainment offered by the Company's customers, potential customers, Business Partners and potential Business Partners may be accepted or received except where:
- 6.2.2.1 prior approval has been obtained following the approval procedure set out in Section 7 of this Policy; or
- 6.2.2.2 the entertainment concerned is an ordinary business meal or attendance at an entertainment, social or sports event that is not lavish, excessive or frequent ("**Ordinary Entertainment**").
- 6.2.3 For the avoidance of doubt, the acceptance of invitation to all entertainment events, including an Ordinary Entertainment where no prior approval is required, must be declared to the Company at first practicable opportunity after acceptance according to the reporting procedures set out in Section 7 of this Policy.

Offering or Giving of entertainment

- 6.2.4 No entertainment may be offered to Business Partners, potential Business Partners, customers or potential customers except where the entertainment concerned is an Ordinary Entertainment. In the event you intend to offer any entertainment to any customers, potential customer, Business Partners or Potential Business Partners which you are in doubt if it is an Ordinary Entertainment, you should seek prior approval in accordance with the approval procedure set out in Section 7 of this Policy. Please also refer to more detailed entertainment expenses approval guidelines and procedures as may be set up and announced by senior management of individual region / country / territory applicable to you.

6.3 DEALINGS WITH RELATED PARTIES

- 6.3.1 Unless prior approval has been obtained pursuant to Section 6.3.3 below, you shall not enter into on behalf of the Company, its subsidiaries and/or affiliates and/or cause the Company, its subsidiaries and/or affiliates to enter into any agreements, contracts, transactions and/or any other business relationship with yourself, your Family (as defined below) and/or your Controlled Vehicles (as defined below). .
- 6.3.2 For the purpose of this Policy, "**Family**" of a person means such person's spouse, parent, child or step child and sibling, whether natural or adopted, collectively and "**Controlled Vehicles**" of a person means:- (i) any trustee of any trust of which that person and/or his/her Family is/are beneficiary; (ii) a company in which such person and his/her Family together are entitled to exercise or control the exercise of 50% or more of the voting power at general meetings; or (iii) a company that such person and his/her Family are in a position to control a majority of the board of directors or similar organ.
- 6.3.3 For the avoidance of doubt, the Company prohibits any dealings, transactions, contracts and/or agreements with parties where Company Personnel and/or his/her Family directly or indirectly have a personal or financial interest unless such interest has been sufficiently declared to the Company in accordance with the procedure set out in Section 7 of this Policy, prior to the Company's commitment to the dealings, transactions or execution of contracts and/or agreements.

7 APPROVAL AND REPORTING PROCEDURE

- 7.1 Where prior declaration or approval is required under this Policy and pursuant to the approval and reporting matrix ("**Approval and Reporting Matrix**"), to be announced and revised by the Company from time to time by email, internal mailing system and/or post, the following procedure should be followed:-

An “*Application for Approval of Acceptance / Offering of Gifts*”, in the Company’s prescribed form (may be downloaded from the Company’s intranet) (in cases where Section 6.1 applies) or a “*Personal Declaration Form – Acceptance / Offering of Advantage / Related Parties Relationship*” in the Company’s prescribed form (may be downloaded from the Company’s intranet) (in cases where Sections 6.2 and/or 6.3 applies) should be: (a) made to / filed with the designated approver(s) within the company / business unit / department applicable to you (the “**Relevant PIC**”) as indicated in the Approval and Reporting Matrix; AND (b) where applicable under the Approval and Reporting Matrix, endorsed by the Head of Human Resources and Administration of the country / territory in which you are located, or the Head of the Human Resources and Administration Department of the Company’s Headquarters in Hong Kong (“**Head of HR&A**”), as the case should be. If there is any reason which makes it impracticable to submit a written request for approval, you should telephone the Relevant PIC seeking prior oral approval and file a written request for approval as soon as practicable thereafter.

- 7.2 Where subsequent reporting is required under this Policy and pursuant to the Approval and Reporting Matrix, the following procedure should be followed:-

A “*Personal Declaration Form – Acceptance / Offering of Advantage / Related Parties Relationship*”, in the Company’s prescribed form (which may be downloaded from the Company’s intranet) should be submitted to the Relevant PIC as indicated in the Approval and Reporting Matrix, who should keep good record of all the Declaration Forms submitted to him/her for inspection and/or checking by the Company’s Headquarters in Hong Kong from time to time.

8 REPORTING VIOLATIONS OR SUSPICIOUS ACTIVITY

- 8.1 You must report any actual or suspected violations of this Policy to the Company at the earliest possible opportunity by contacting the Relevant PIC or the Head of Human Resources and Administration Department of the country / territory in which you are located through the internal mailing system, email or post giving the facts and evidence (if any) you have or are aware of and your contact details (if possible). Anonymous reports with insufficient information on the suspected violation will not be processed. We encourage you to provide your contact information when reporting, to help us investigate the matter fully. Your confidentiality will be respected.
- 8.2 The Company does not tolerate retaliation against anyone who in good faith reports a concern, even when allegations are found to be unsubstantiated. Anyone who retaliates against any other person who in good faith reports a concern is in violation of this Policy and may be subject to disciplinary action, including possible dismissal. If you suspect retaliation, you should report it immediately to the Head of HR&A. The **regional Managing Director** of the country / territory in which you are located or in case of suspected retaliation by a **regional Managing Director**, then the **Chief Executive Officer of the Company** shall be responsible for ensuring that such reports are investigated and appropriate action is taken.
- 8.3 If you have followed the reporting procedure set out above but are not satisfied with the response or if you feel uncomfortable raising your concerns or making a report to the persons designated above, you should contact the Chief Financial Officer of the Company.

9 COOPERATION WITH INVESTIGATIONS

- 9.1 You have an obligation to cooperate with investigations into any misconduct that may be carried out by the Company. Company Personnel who fail to cooperate and provide honest, truthful information may be subject to disciplinary action, including possible dismissal.

*** **