



## **KERRY LOGISTICS NETWORK LIMITED**

### **嘉里物流聯網有限公司**

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

**Stock Code 636**

## **Global Anti-Bribery Policy**

## 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 of 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, joint venture partners and service providers ("**Business Partners**") and 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 complements existing guidelines in relation to bribery, corporate gifts and entertainment and takes immediate effect. It 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.
- 2.2 It is our strict policy that 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 question 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. 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 Any Company Personnel who violate 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.
- 3.3 In the event that the Company sustains any losses arising out of violation of this Policy, the Company may hold those responsible accountable for such losses.

#### 4. POLICY STATEMENTS

- 4.1 Bribery occurs when an advantage, which may take a variety of forms such as cash, cash equivalent (e.g. vouchers or shopping coupons), gifts, entertainment, sponsorship, donations, loan of money or valuable property, commission, service, fees, rewards, employment, contracts, discharge of liability in whole or in part, any other benefits and favours) ("**Advantage**") that is directly or indirectly being solicited or accepted without the Company's permission, or where it is being offered or promised to a receiving party who had no authorisation to receive such Advantage from his principal (i.e. his employer) during the course of conducting business.
- 4.2 You must never engage in any act of bribery. Under no circumstances may you offer any Advantage other than in circumstances expressly permitted under this Policy, in particular 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. Likewise, you must not accept or receive any Advantage offered in connection with affairs related to the Company save and except when expressly permitted under this Policy, in particular if 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.

#### 5. DEALINGS WITH PUBLIC SECTOR/PUBLIC OFFICIALS

- 5.1 Except where prior approval has been obtained following the approval procedure set out in Section 7 of this Policy, no Advantage of any value except fees or services properly payable or rendered pursuant to a contract properly executed by the Company or official payments permitted to be paid under applicable written local law (such as toll fees and registration fees) may be offered directly or indirectly to any officer, official (being a person who holds a legislative, administrative or judicial position of any nations and/or governments), political party, its candidates or employee of any government, government department, government agency, public body, public organisation or international organisation ("**Public Officials**") or any person acting for or on behalf of such Public Officials in any place on account of:-
- (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 actual or potential business transaction;
  - (d) on account of the Public Official's giving assistance or using influence in actual or potential contracts with government organisations or public bodies.

#### 6. SOLICITATION OF ADVANTAGES

- 6.1 You must never demand, request or otherwise solicit any Advantage in any form (cash or otherwise) from Business Partners, potential Business Partners, customers and potential customers directly or indirectly.

## 6.2 Gifts

### 6.2.1 *Acceptance of gifts*

6.2.1.1 Unless prior approval has been obtained following the approval procedure set out in Section 7 of this Policy, you must not directly or indirectly accept and must politely refuse any gift or other Advantage in any form from the Company's customers, potential customers, Business Partners and potential Business Partners except if the Advantage is:-

- (a) a gift of nominal value that is advertising, promotional or charitable in nature;
- (b) a customary gift (other than cash or cash equivalent) the value of which does not exceed the limits applicable to you announced and updated by the Company from time to time on intranet and/or via other forms of notices to staff generally or to you given during festive occasions (for example, gifts like food and beverage of value not exceeding the limits mentioned hereinbefore that are shared among colleagues of the Company);
- (c) a red packet the value of which does not exceed HK\$100 or its equivalent given on festive or special occasions if the refusal may be considered unsociable or impolite in the circumstances, provided that you declare the acceptance of the red packet as soon as practicable after acceptance to the Company following the procedure in Section 7 of this Policy OR to your supervisor who may disclose your acceptance of the red packet to the Company; or
- (d) entertainment permitted under Section 6.3.2 below,
- (e) AND PROVIDED ALWAYS THAT:-
  - (i) the acceptance will not influence your performance and consideration;
  - (ii) you will not feel obliged to do anything in return for the offeror; and
  - (iii) you can openly discuss acceptance of the Advantage with the Company or anyone without reservation.

6.2.1.2 If you receive a gift in respect of which you had no reasonable opportunity to refuse, it must be reported at the earliest opportunity adopting the procedure in Section 7 of this Policy and the gift so received should be handed over to the head of the Div / Dept / BU to which you belong or to the Head of Human Resources and Administration Department of the country / territory in which you are located for further direction. You must follow any direction 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 sender or otherwise disposing of or donating the gift.

### 6.2.2 ***Offering or giving of gifts***

6.2.2.1 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 gifts or other Advantage (other than entertainment permitted under paragraph 6.3.3 below) in any form except the Company's token souvenirs bearing the Company's name and/or logo ("**Corporate Souvenirs**"). Corporate Souvenirs should only be offered or given if they are permitted to be received by the receiving party within the policy of the receiver's company or organisation.

6.2.2.2 If you would like to offer or give a gift (other than a Corporate Souvenir) or other Advantage to the Company's customers, potential customers, Business Partners and potential Business Partners (even though it is in return of any gift and Advantage that you received from such customers, potential customers, Business Partners and potential Business Partners in a circumstance permitted under this Policy), you must seek prior approval following the procedure set out in Section 7 of this Policy.

6.2.2.3 If you would like to offer sponsorship or gift donation 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 individual region / country / territory to which you belong.

### 6.3 **Entertainment**

6.3.1 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 customers and Business Partners.

#### 6.3.2 ***Acceptance of entertainment***

Unless prior approval has been obtained following the approval procedure set out in Section 7 of this Policy, no entertainment offered by Business Partners or potential Business Partners may be accepted or received except where the entertainment concerned is an ordinary business meal or attendance at an entertainment, social or sports event of value not exceeding the limits applicable to you announced and updated by the Company from time to time on intranet and/or via other forms of notices to staff generally or to you. Except where the entertainment concerned is an ordinary business meal not exceeding the limits applicable to you, the acceptance of invitation to all entertainment events must be declared to the Company following the approval procedure set out in Section 7 of this Policy. More detailed entertainment expenses approval procedures as endorsed by the Company's senior management may be set up and announced for individual region / country / territory. For the avoidance of doubt, Company Personnel should avoid meals or entertainment which might be considered to be lavish or excessive and decline invitations when they are unusually frequent.

### 6.3.3 ***Offering or giving of entertainment***

No entertainment may be offered to Business Partners, potential Business Partners, customers or potential customers except where the entertainment concerned is an ordinary business meal offered within the monetary limit(s) announced by the Company from time to time. In the event you intend to offer any entertainment to any Business Partners which exceed the monetary limit(s) in effect at the material time, you should seek prior approval in accordance with the approval procedure set out in Section 7 of this Policy. For the avoidance of doubt, Company Personnel should avoid offering meals or entertainment which might be considered to be lavish or excessive and avoid making unusually frequent invitations.

### 6.4 **Dealings with Related Parties**

- 6.4.1 Unless prior approval has been obtained following the approval procedure set out in Section 7 of this Policy, Company Personnel 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 the Company Personnel's spouse, parent, child or step child, natural or adopted, sibling (collectively "**Family**"), any trustee of any trust of which the Company Personnel and/or his/her Family is/are beneficiary, and/or a company in which the Company Personnel 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 the Company Personnel and his/her Family are in a position to control the composition of a majority of the board of directors or similar organ.
- 6.4.2 For the avoidance of doubt, the Company prohibits any dealings, transactions, contracts and/or agreements with parties other than Family where a 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 prior to the Company's commitment to the dealings, transactions or execution of contracts and/or agreements.

## 7. **APPROVAL PROCEDURE**

- 7.1 Where approval is required under this Policy, the following procedure should be followed:-

A "Declaration of Acceptance / Offering of Advantage", in the Company's prescribed form (may be downloaded from the Company's intranet) should be made to the person-in-charge of anti-bribery issues within the Div / Dept / BU to which you belong (the "**Relevant PIC**") as indicated in the Approval Matrix to be announced and revised by the Company from time to time by email, fax and/or post AND the Head of Human Resources and Administration of the country / territory in which you are located with the subject "Request for Approval". 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.

## 8. **REPORTING VIOLATIONS OR SUSPICIOUS ACTIVITY**

- 8.1 You must report immediately 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 fax giving the facts and evidence (if any) you have or aware of and your contact details. Anonymous reports will not be accepted.

- 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 Director of Human Resources and Administration Department of the Company's Headquarters in Hong Kong.
- 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.

**APPROVAL MATRIX**

	<u>1<sup>st</sup> Approver</u>	<u>2<sup>nd</sup> Approver</u>	<u>HR&amp;A Approval</u>
<b><u>Below General Manager Level</u></b>			
Advantage Value < Max Acceptance Limits for Gifts and Entertainment	(Div / Dept / BU / Branch) Head	Not applicable	Head of HR&A of the country / territory located
Advantage Value ≥ Max Acceptance Limits for Gifts and Entertainment	(Div / Dept / BU / Branch) Head	Regional General Manager / Managing Director of the Company	Head of HR&A of the country / territory located
<b><u>General Manager Level</u></b>			
Advantage Value < Max Acceptance Limits for Gifts and Entertainment	Regional General Manager / Managing Director of the Company	Not applicable	Head of HR&A of the country / territory located
Advantage Value ≥ Max Acceptance Limits for Gifts and Entertainment	Regional General Manager / Managing Director of the Company	Regional Managing Director / Head of Region / KLN Director	Head of HR&A of the country / territory located
<b><u>Regional Head Level</u></b>			
Advantage Value < Max Acceptance Limits for Gifts and Entertainment	KLN Director	Not applicable	KLN Head of HR&A
Advantage Value ≥ Max Acceptance Limits for Gifts and Entertainment	KLN Director	Not applicable	KLN Head of HR&A