

HANG LUNG CODE OF CONDUCT FOR CONTRACTORS

Hang Lung Real Estate Agency Limited / Hang Lung (Administration) Limited / Hang Lung Property Management Limited (hereafter referred to as the "Company") is committed to maintain a high standard of excellence in every aspect of our business and in all areas we will serve. We maintain a high ethical standard in all our operations and regards honesty, integrity and fair play as our core values that must be upheld by all directors and staff of the Company at all times and we expect all entities or individuals contracted to work for or with the Company or that provide goods or services to the Company (the "Contractor") to uphold the same core values. This Code of Conduct sets out the basic standard of conduct expected of all Contractor with which the Company does business with. The Contractor is also expected to use all reasonable endeavours and to implement necessary policies and procedures to ensure that its directors, employees and those it is working with also act according to the same standard set out in this Code of Conduct.

If the Company determines that the Contractor has breached this Code of Conduct, it may require the Contractor to carry out remedial action(s). In case of serious breaches, the Company may suspend or terminate the relationship with the Contractor and/or to claim all loss and damages caused to the Company as a result of the Contractor's breach of this Code of Conduct.

A. COMPLIANCE WITH THIS CODE OF CONDUCT, LAWS AND REGULATIONS

1. Compliance with Laws of Hong Kong and in Other Jurisdictions

The Contractor must comply with all local and international laws and regulations applicable to the conduct of its businesses. To the extent that any applicable law or regulation is more restrictive than this Code of Conduct, the more restrictive law or regulation shall govern.

2. Subcontracting

The Contractor shall ensure its subcontracting parties (with prior written agreement from the Company) to follow the same suit of this Code of Conduct.

3. Monitoring and Compliance

The Contractor shall authorize the Company and its designated agents (including third parties) to engage in monitoring activities to monitor compliance with this Code of Conduct, including unannounced on-site inspections of its working environment, facilities and employer-provided housing, reviews of books and records relating to employment matters; and private interviews with its employees, etc. The Contractor shall keep all documentation in good order on site for inspection to demonstrate compliance with this Code of Conduct.

4. Publication

The Contractors shall take proper measures to ensure that the provisions of this Code of Conduct are communicated to all its employees and subcontractors, including the prominent posting of a copy of this Code of Conduct, in the local language and in place readily accessible to employees and subcontractors, at all times.

B. CONDUCTING BUSINESS ETHICALLY

5. Competing fairly

The Contractor shall not engage in any anti-competitive behavior prohibited under the Hong Kong Competition Ordinance (Cap. 619) or any other applicable anti-trust and competition laws and regulations. These include but not limited to the following behaviours:

- Entering into any agreement for price fixing, bid rigging, market sharing or output limitation;
- Exchanging competitively sensitive information with competitors; or
- Abusing its market position.

6. Anti-money Laundering and Counter Terrorist Financing

The Contractor shall not engage in any activities that may implicate or involve the Company directly or indirectly in money laundering activities or terrorist financing. The Contractor shall implement necessary policies and procedures to identify its clients and counterparties and to report suspicious or unusual activity consistent with the applicable laws and regulations.

7. Conflict of Interest

If the Contractor becomes aware of an actual or potential conflict of interest or a sensitive situation that may impact its work for or with the Company, it shall notify the Company immediately.

8. Insider dealing

The Contractor shall not use any information obtained in the course of working for or with the Company to engage in any insider trading or dealing. Any inside information shall be kept confidential and shall not be disclosed without the authorization or direction from the Company.

9. Prevention of Bribery Ordinance

The Contractor undertakes that any persons employed or engaged by it shall comply with the Prevention of Bribery Ordinance (Cap. 201)("Ordinance") and shall not engage in any activity that may imply involvement in corruption or bribery when working for or with the Company.

Solicit or Accept Advantage - Under the Ordinance, any directors or staff member of the Contractor who, without the permission of his employer or principal, solicits or accepts an advantage as a reward or inducement for doing any act or showing favor in relation to the latter's business, commits an offence. The person offering the advantage also commits an offence. Advantages include advertising, promotion gifts, discounts, other special offers, souvenirs, entertainment, gratuity, bonus, commission, bribe, loan or any other gift or consideration as an inducement or reward ("Advantages").

Prohibition on offering Advantages to the Company's employees – The Contractor (including its directors and employees) are prohibited from offering Advantages to any directors or staff of the Company, for the purpose of influencing such person in any dealings, whether directly or indirectly through a third party, when working for or with the Company.

Prohibition on offering Advantages to Government officials – The Contractor (including its directors and employees) are prohibited to offer Advantages to any public servant or any staff of a Government department or public body to gain business for the Company. Any request for an Advantage by any public servant or Government official must be refused and promptly reported to the Company.

Entertainment – Although entertainment (i.e. food or drink provided for immediate consumption on the occasion, and any other entertainment provided at the same time) is an acceptable form of business and social behavior, the Contractor (including its directors and employees) should avoid offering or accepting lavish or frequent entertainment.

C. CARE FOR EMPLOYEES

10. No Child / Involuntary Labour

The Contractor shall not use child labour and/or any forced or involuntary workforce. The term "child" refers to a person younger than the legal minimum age for employment or the age for completing compulsory education in Hong Kong or in the countr(ies) in which the Contractor operates.

11. Coercion & Harassment and No Discrimination

The Contractor shall treat its employees with high respect and dignity and shall not use corporal punishment, threats

of violence or other forms of physical, sexual, psychological or verbal harassment or abuse. The Contractor shall prohibit any form of discrimination, harassment or victimization throughout its operation. The Contractor shall not discriminate in hiring and employment practices, including salary, benefits, advancement, discipline, termination, retirement, on the basis of race, religion, age, family/ marital status, nationality, social or ethnic origin, sexual orientation, gender, political opinion and disability.

12. Association & Compensation

The Contractor shall respect all rights of its employees to associate, organize and bargain collectively in a lawful and peaceful manner, without penalty or interference. The Company expects the Contractor to recognize that wages are essential to meeting employees' basic needs. The Contractor shall comply with all applicable laws and regulations regarding wages and working hours, including those relating to minimum wages, overtime, maximum working hours, rates, mandatory rest days, annual holidays and other elements of compensation, and shall provide all legally mandated benefits to all its employees.

Except for higher-skilled occupations such as managers and administrators, professionals and associate professionals, the Company expects the Contractor to compensate its employees for overtime hours at premium rate as is legally required or at a rate at least equal to the regular hourly compensation rate.

13. Meal Break & Rest Time

The Contractor shall provide sufficient and scheduled time to all its employees' for meal break (e.g. lunch, dinner and mid-night meal for overnight shift) and rest time if the employee is required to work under any adverse circumstances due to high temperature (high UV or ultraviolet), high humidity or any working environment which is different from the normal conditions. The Contractor shall have appropriate guidelines or instructions to its employees relating to this aspect.

14. Health and Safety

The Contractor shall provide its employees with a safe and healthy workplace in compliance with all applicable laws and regulations, such as access to potable water and sanitary facilities, fire safety, adequate lighting and ventilation. The Contractor shall guarantee that the same standards of health and safety are applied in any workplace.

D. RESPONSIBILITY TO THE COMMUNITIES

15. Protection of the Environment

The Company is committed to protecting the environment and to integrate our commitment to environmental sustainability into our work processes. The Contractor is encouraged to read our policy (www.hanglung.com) and join us in similar environmental efforts as appropriate to its business.

The Contractor shall put in all efforts and comply with all applicable environmental laws and regulations and is encouraged to identify and manage the environmental impacts of its business operation.

16. Corporate Social Responsibilities

The Contractor is encouraged to aim towards the positive development of all those in the communities in which it operates, while being mindful of the social and environmental opportunities and impacts of its operations.

E. ETHICAL USE OF INFORMATION

17. Records, Accounts and other Documents

The Contractor shall ensure that all records, receipts, account or other documents they submit to the Company, give a true representation of the events or business transactions as shown in the documents. Intentional use of documents containing false information to deceive or mislead the Company is prohibited.

18. Social Media

The Contractor shall not act or speak on behalf of the Company or express any views attributable to the Company in any social media platform unless expressly authorized to do so by the Company.

19. Confidentiality and Data Protection

The Contractor shall handle and disclose personal data and confidential information that it obtains in the course of its relationships with the Company, only as authorized and directed by the Company and as required by the Personal Data (Privacy) Ordinance (Cap. 486) and all other applicable laws and regulations.

The Contractor shall protect personal data and confidential information against unauthorized and unlawful use, disclosure, access, loss, alteration, damage and destruction.