



EVERBRIGHT GRAND CHINA ASSETS LIMITED

光大永年有限公司

*(incorporated in the British Virgin Islands with limited liability
and transferred by way of continuation into the Cayman Islands)*

(Stock Code :3699)

ANTI-CORRUPTION POLICY

1. PURPOSE

- 1.1 Everbright Grand China Assets Limited (the “Company”) and its subsidiaries (collectively, the “Group”) are committed to conduct business honestly, ethically and with integrity. The Group takes a zero-tolerance approach towards all forms of bribery and corruption.
- 1.2 Integrity is the Group’s core value. As such, this Policy aims to promote an ethical culture, facilitate the continuous control’s enhancement to detect and prevent fraud and bribery, and to foster consistent organisational behavior.

2. SCOPE

- 2.1 This Policy applies to the Group and all directors, officers and employees of the Group. It also provides guidance to all employees on acceptance of advantage and handling conflict of interest when dealing with the Company’s business. The Group also encourages and expects our business partners including suppliers, contractors and clients to abide by the principles of this Policy.

3. PREVENTION OF BRIBERY ORDINANCE (CAP. 201, LAWS OF HONG KONG)

- 3.1 The Group strictly prohibits any form of bribery, corruption or money laundering.
- 3.2 Employees are required to conduct themselves with integrity, in an ethical and proper manner, and in compliance with all applicable laws and regulations of the jurisdictions in which the Group operates, including anti-bribery laws.

4. WORKING IN OTHER JURISDICTIONS

- 4.1 Employees should observe and comply with local laws and regulations pertaining to anti-bribery and business ethics when conducting business in other jurisdictions on behalf of the Group.

5. ACCEPTING ADVANTAGES

- 5.1 Under the Prevention of Bribery Ordinance, 'advantage' means:
 - i. any gift, loan, fee, reward or commission consisting of money or of any valuable security or of other property or interest in property of any description;
 - ii. any office, employment or contract;
 - iii. any payment, release, discharge or liquidation of any loan, obligation or other liability, whether in whole or in part;
 - iv. any other service or favour (other than entertainment), including protection from any penalty or disability incurred or apprehended or from any action or proceedings of a disciplinary, civil or criminal nature, whether or not already instituted;
 - v. the exercise or forbearance from the exercise of any right or any power or duty; and
 - vi. any offer, undertaking or promise, whether conditional or unconditional of any advantage within the meaning of any of the preceding paragraphs.

5.2 Provided that the advantage is not given to influence any business decision or the performance of his or her duties, an employee is permitted to accept the following only:

- i. employees may accept non-cash gifts of a nominal value when attending social occasions on behalf of the Group. Acceptance of non-cash gifts of whatever value must be declared to the Human Resources Department via the employee's Department Head with a recommendation on how the gifts should be disbursed,;
- ii. employees may accept hampers during festive seasons (when such hampers are traditional exchanged). For all hampers of whatever value, employees must declare them to the Human Resources Department via the employee's Department Head with a recommendation on how the hampers should be distributed; and
- iii. commercial discounts which are equally available to other persons outside the Group.

5.3 The Group does not allow its employee to accept gifts from tenants/licencees/occupiers/visitors/third parties in relation to any external organisation's contracts, including contracts tendered by the government entities and quasi-government entities.

5.4 If the employee suspects the acceptance of an advantage could affect the proper discharge of his or her duties or place the employee under an obligation to act against the Group's interests, he or she should always decline to accept the advantage.

5.5 Any free trips or travelling expenses are considered as advantages. Without the prior consent of the Group, acceptance of such advantage is strictly prohibited.

6. SOLICITING ADVANTAGES

6.1 The Group prohibits the solicitation of any advantage by an employee from clients, contracts, suppliers, government official or any person, in connection with the Group's business.

6.2 Any facilitating payment is strictly prohibited.

7. OFFERING ADVANTAGES

- 7.1 The Group prohibits offering of any advantage by an employee to clients, contractors, suppliers, government officials or any person, in connection with the Group's business.
- 7.2 Offering of gifts and hospitality should be exercised with caution and subject to the prior consent of the Group.
- 7.3 Offering free trips or reimbursing travelling expenses incurred that are directly for the purpose of promoting, demonstrating or certifying the Group's business and service may be proper, with the prior consent of the Group.

8. CHARITABLE CONTRIBUTIONS

- 8.1 The Group participates in charitable activities and encourages employees to do the same, under circumstances that comply with applicable laws and regulations. Charitable contributions should never be made to influence any business decision.

9. POLITICAL CONTRIBUTIONS

- 9.1 Employees should never use the Group's resources in connection with his/her personal political activities. Political contributions should always be made at the employee's own time and expense, without any linkage with the Group, and under circumstances that comply with applicable laws and regulations. The Group will not reimburse any personal political contributions.

10. ENTERTAINMENT

- 10.1 Employees may accept invitations to business lunches or dinners from business associates provided they are not lavish, unreasonably generous or frequent that may give rise to any potential or real conflict of interest. If it is impolite to decline an invitation, employee may accept it on the understanding that they are allowed to reciprocate.

11. CONFLICT OF INTEREST

11.1 Conflict of interest arises when employee's personal interests compete or conflict with the Group's interests. Such situations may undermine loyalty and, at worst, result in corruption or other improper practices.

11.2 All employees should avoid any conflict of interest situation (i.e. situation where their private interest conflict with the interest of the Group) or the perception of such conflicts. When actual or potential conflict of interest arises, the subject employee should make a full disclosure in writing to the Group and seek approval from the Group.

11.3 All employees must declare to the Group any interest, which they or members of their immediate family may have in any supplier, contractor or parties that do business or compete with the Company. All declarations should be made in writing to the Executive Committee.

12. COMMUNICATION AND TRAINING

12.1 The Group provides regular anti-corruption training and briefing to all employees. Further training will also be arranged to ensure that employees are aware of the Group's anti-corruption practices as well as the compliance with laws, regulations and standards of conduct, which are relevant for their field of business.

12.2 The zero-tolerance approach on bribery and corruption will, where appropriate, be communicated to clients, suppliers, contractors and business partners.

13. REPORTING AND RESPONSIBILITY

13.1 The Group expects and encourages our employees and stakeholders to report immediately any suspected cases of impropriety, misconduct or malpractice as stipulated in the Whistleblowing Policy.

13.2 All reported cases will be treated seriously with proper investigation and these investigations will be handled confidentially.

14. REVIEW OF THE POLICY

14.1 The Audit Committee shall be vested by the Board with the full power to implement, monitor, review, update and revise this Policy.