

Vendor Code of Conduct

Kum Shing Group Limited and its local operating subsidiaries (collectively the “Group” or “we”) expect all vendors of the Group to follow, observe and to be abide by this code of practice (the "Code"). For the purpose of this Code, "vendor(s)" shall mean any and all supply chain partners of the Group, including but not limited to the Group’s sub-contractors, and suppliers of goods and services. All joint venture entities and business partners are encouraged to make reference to the principles of this Code where applicable.

Legal Compliance

Vendors shall comply with all applicable laws and regulations of the jurisdiction where they operate, and should align with any environmental and social standards in the respect to their business and operations.

Business Ethics and Integrity

Vendors should operate their business under the highest standards of business ethics and integrity and conduct all operations in line with open and fair competition. They shall strictly prohibit, and at its best endeavour prevent all forms of fraud, such as bribery, forgery, extortion, corruption, theft, conspiracy, misappropriation, embezzlement, false representation or concealment of material facts, in their normal course of business.

Vendors undertakes that it should timely report any fraud, irregularities, misconduct, or malpractice that they encountered under their normal course of business to the Group and to the relevant government authorities.

Vendors are expected to be aligned with our Anti-Fraud Policy and Whistleblowing Policy.

Information Security and Confidentiality

Vendors shall take all practicable measures to protect the privacy, confidentiality and security of all personal and confidential information they hold against unauthorized or accidental access, processing, erasure, loss or use.

Vendors shall undertake not to, directly or indirectly, disclose or make available in any forms to any third parties, or use any confidential or proprietary information, trade secrets and/or materials relating to the business, affairs, transactions or business dealings of the Group, or those of any subsidiary's companies or associated companies of the Group.

Intellectual Property Rights

Vendors should recognize and respect the intellectual property rights of the Group and other owners in respect of their trademarks, service marks, logos, copyrights, designs, inventions and patents. All vendors undertake not to infringe any intellectual property rights of the Group or other owners and shall fully indemnify the Group shall it had violated any of its duties herein.

Labor Practices and Human Rights

Vendors shall not use, employ, hire or engage in any forms any illegal and forced labor, including child labor, illegal immigrants, prison labor and indentured labor, when providing any services to the Group or in the course of its ordinary business. All vendors shall undertake that it has undergone all reasonable efforts to ensure that no illegal and forced labor will be employed by the vendor during the course of its service under the subcontract/ service contract with the Group.

Vendors shall respect their employees' civil liberties and freedom of speech, as well as their right to decide to form, join or not join associations and/or labor unions in accordance with the statutory requirements of the jurisdiction where they operate.

Diversity and Non-discrimination

No vendor shall allow any forms of discrimination and harassment in all aspects of employment. Vendors shall prevent discrimination on the grounds of sex, marital status, pregnancy, family status, race, religion, disability or age. All employees of the vendors shall be treated equally.

Working Hours and Compensation

Vendors shall ensure that their employees' working hours, overtime hours, resting days and their means of getting paid are in line with and will not infringe any applicable laws and mandatory industry standards of the jurisdiction where they operate.

All employees directly employed by the vendors should be provided with written contracts that comply with the laws of the jurisdiction where they operate. Vendors shall provide their employees with at least the minimum wages and legally mandated benefits as required under the laws. All wages and salary shall be paid promptly. All overtime work shall be voluntary, mutually agreed and fully compensated.

Health and Safety

Vendors shall take all necessary measures to protect health, safety and welfare of their employees and associated personnel who are involved in work or work-related activities under control of the Group. Vendors should actively participate in the health and safety programs initiated by the Group.

Environment and Climate Change

Vendors shall at its best endeavour to conduct their business in an environmentally friendly manner. As far as practicable, vendors should:

- manage environmental aspects relevant to their operations;
- prevent and minimize adverse environmental impacts resulting from their operations;
- minimize waste and pollution generated from their operations;
- minimize greenhouse gas and other emissions, energy and water consumption and other use of resources that contribute to climate change; and
- conserve natural resources and biodiversity.

Vendors should actively participate in the environmental programs initiated by the Group, and promote environmental, climate change and sustainability awareness to their employees and associated personnel who are involved in work or work-related activities under control of the Group.

Use of Kum Shing's Name

All vendors must not use Kum Shing's name, trademarks, or any reference implying affiliation in any products, communications, or promotional materials without the Group's prior written consent. This includes but is not limited to websites, documents, media, and publicity.

Monitoring of Compliance

All vendors are fully aware that the Group reserves all rights to review and/or terminate the subcontract/ service agreement if the vendor has intentionally breached any of its obligation as stated hereunder this Code. In case the Group is investigating a case of violation of this Code, vendors may be requested to allow the Group's access to their relevant documents as evidence to demonstrate vendors' compliance with this Code.

Rex Wong Siu-han, JP
CEO
1 April 2025