

Corporate Code of Conduct

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SPO Corporate Code of Conduct

1. Background

- 1.1. For over a century, the Swire group of companies has been recognised as acting responsibly in the course of achieving its commercial success. Our reputation for fair dealing and integrity is a great asset: preserving this asset depends on maintaining our high standards. Compliance with this Code is an essential part of our doing so.
- 1.2. This Code applies to all Relevant Persons and is applicable wherever Swire does business. In the case of joint ventures, the Swire representatives concerned are expected to act in accordance with this Code themselves and to use reasonable endeavours to influence those with whom they are working to ensure they also act to similar standards of integrity and ethical behaviour.
- 1.3. This Code establishes general principles. Certain areas covered by the Code may be the subject of more detailed provisions and requirements established by other documents.

2. Interpretation

2.1 In this Code:

- “Advantage”** Includes any money, gift, loan, fee, reward, commission, employment, payment, release, discharge, contract, service, promise and any other favour (whether of a financial nature or otherwise).
- “Customers”** Includes any party to whom or to which the Company or the Group provides or may provide goods and/or services.
- “Government Official”** Includes any officer or employee of any Government Entity or any candidate for political office.

- “Government Entity”** means any national, regional or local government and any department, agency or instrumentality of the foregoing and any entity owned or controlled by any government under whose jurisdiction any of the Swire group companies operate.
- “Relevant Persons”** means the employees (including secondees), officers and directors of Swire.
References to “Swire” in this Code are to Swire Pacific Limited, Swire Pacific Offshore Operations Pte Ltd., Swire Pacific Ship Management Ltd (Singapore), Swire Blue Ocean A/S, Swire Seabed AS and/or, as the context may require, any of its subsidiaries or group companies.
- “Suppliers”** Includes any vendor, contractor, supplier or service provider which has provided or is currently providing or bidding for the provision of goods and/or services to the Company or the Group.
- “Agent/Consultant”** Means without limitation, any agent or consultant or other party contracted to assist in developing business with existing or potential Customers or in obtaining any government approvals or action.
- “Business Partners and Joint Venture Partners”** Includes business partners, joint venture partners or any other individuals or companies engaged to conduct business on behalf of the Company or the Swire group, and over which the Company or the Swire group has direct control.
- “Valid quotation”**
- Meets required specifications and delivery criteria for the goods or services requested;
 - Is received in a timely manner, within required deadline and is valid for acceptance for an appropriate period to accommodate the review, evaluation and approval process; and
 - Is solicited from suitably qualified suppliers.

3. Operating Principles

- 3.1. Swire’s operating principles commit Swire and Relevant Persons:
- to maintain high standards of business ethics and corporate governance
 - to deal appropriately with our employees, those with whom we do business and the communities in which we operate.

4. Implementing our Operating Principles

4.1. Business Ethics

Swire is committed to conducting all its businesses with integrity and fairness. Relevant Persons are expected to maintain the highest standards of professionalism in all their dealings with others. They seek mutually beneficial relationships with contractors, suppliers and joint venture partners. They are required to promote the application of this Code in all dealings and to give preference in business dealings to those who adhere to similar business ethics. All Relevant Persons must comply with all applicable legal requirements.

4.2. Conflicts of Interest

A conflict of interest arises where a person's private interests interfere with the proper discharge of his official duties. Swire is committed to conducting its businesses without conflicts of interest and this Code requires all Relevant Persons to avoid any situation which may lead to an actual or perceived conflict of interest without prior consent. Such consent should be sought in the first instance from the HR Director (Refer to [Declaration](#)). Set out below is a non-exhaustive list of circumstances that would potentially give rise to a conflict of interest:

- Working for a non-Swire company or non-affiliated organisation at the same time as being employed by Swire.
- Becoming a member of a board of any non-affiliated commercial, financial or industrial organisation.
- A Relevant Person negotiating or transacting business with Swire (other than employment contracts or retail purchases of Swire products).
- Having an interest in a company (other than as a holder of securities in a company whose securities are listed on any stock exchange) which either competes with or has business dealings with Swire.

4.3. Competition and Antitrust (Refer to CPPM Section [1.7.4](#))

Swire is committed to complying with all applicable competition and antitrust laws. Relevant Persons should acquaint themselves and comply with the applicable competition laws to which their businesses are subject. These are laws that aim to protect competition by prohibiting anti-competitive behaviour.

Breach of competition laws is a serious offence and may expose Swire to severe penalties and other sanctions, and individuals to imprisonment. Set out below is a non-exhaustive list of anti-competitive behaviour which would potentially amount to an infringement of competition laws:

- Participating in price fixing, collective boycotts or market sharing arrangements.
- Exchanging competitively sensitive information with competitors.
- Imposing restrictions on customers or suppliers, including retail price maintenance.
- Abusing a position of substantial market power or market dominance.

4.4. Bribery (Refer to CPPM Section [1.7.3](#))

Swire believes that conducting business with integrity is critical to continuing to develop Swire as a successful, sustainable and responsible business group. Corruption hinders economic, social and political development and progress. Breach of anti-bribery laws, wherever and however this takes place, is a serious offence and may expose Swire to significant fines and other penalties, and individuals to imprisonment. Even the appearance of a breach of anti-corruption laws can cause very significant damage to Swire's reputation.

It is Swire's policy that all Relevant Persons should comply with the anti-bribery laws to which they are subject. This Code sets out the standards of behaviour expected from Swire and the anti-bribery compliance procedures adopted by Swire.

A. Accepting Advantages

Relevant Persons should not solicit or accept any Advantages from any person or company having business dealings with Swire (e.g. clients, suppliers, contractors). However, they are allowed to accept (but not solicit) the following gifts offered voluntarily:

- Advertising or promotional gifts of a nominal value; or
- Gifts given on festive or special occasions subject to a maximum limit per person/organisation, per gift or series of gifts, of: USD 150 or local equivalent.

Any Advantage or gift accepted by a Relevant Person should be in accordance with Swire's procedures for "Acceptance of Gifts or Advantages" ([Appendix A](#)).

Relevant Persons should decline an offer of a gift if acceptance of it could affect the Relevant Person's objectivity, or induce the Relevant Person to act against Swire's interests, or lead to questions of bias or impropriety.

B. Offering Advantages

Under no circumstances may a Relevant Person offer an Advantage to any person or company having business dealings with Swire for the purpose of influencing such person or company in any business dealings. Any Advantage given in the conduct of the Swire's business should be in accordance with Swire's procedures for "Offer of Gifts or Advantages" ([Appendix B](#)).

Relevant Persons must exercise good judgment and practice moderation in giving gifts. These should not be given in cash, cash equivalents or loans. Excessive gifts in terms of value or frequency should not be offered to potential or existing customers. Gifts bearing a Swire logo are preferred.

C. Observing local laws when working in another jurisdiction

Sections A and B above apply whether the solicitation, acceptance and offering of Advantages are within or outside Singapore or any other country or territory in which the Swire Group of companies has operations. Any Relevant Person who conducts business on behalf of Swire in another jurisdiction must abide by the laws of that jurisdiction, including laws and regulations on anti-corruption, and all other laws and regulations pertaining to ethical business conduct.

D. Payments to Government Officials

It is strictly prohibited to offer an Advantage to any Government Official. Prohibited Advantages should not be made directly, through a Relevant Person's own personal involvement, or indirectly, for example by authorising or allowing a third party to provide a prohibited Advantage on behalf of Swire. Any request for an Advantage by any Government Official in relation to gaining business or a business advantage for Swire must be refused and promptly reported to an appropriate director or officer of Swire.

E. Charitable contributions and sponsorship

Use of Swire's resources to make or solicit contributions to charitable or other organisations, if done in accordance with applicable laws and regulations, is appropriate. Nevertheless, care must be taken to ensure that such activities do not create, or appear to create, an improper

Advantage covered by this Code. Relevant Persons must comply with procedures for “Charitable Contributions and Sponsorship” ([Appendix C](#)) for contributions or solicitations of contributions by Swire to charities or other organisations.

F. Entertainment and Corporate Hospitality

Although entertainment is an acceptable form of business and social behaviour, Relevant Persons should not accept lavish or frequent entertainment from persons with whom Swire has business dealings if, by doing so, it might be perceived that they are placing themselves in a position of obligation to the offeror.

When giving entertainment, company functions are normally preferable to entertaining individuals, though this does not preclude meals and similar entertainment of moderate expense for individuals with whom Swire has dealings. The business purpose of entertainment and corporate hospitality should be documented.

Relevant Persons should be particularly vigilant concerning entertainment offered to them outside their current country or city of business and turn down invitations to meals or entertainment that are excessive in nature or frequency and appear to have no or minimal business purpose. It should be noted that any free trips or travelling expenses are considered as Advantages. Without the prior consent of the Managing Director or his nominated deputy, acceptance of these advantages is strictly prohibited. Relevant Persons should follow the procedures for “Entertainment and Corporate Hospitality” ([Appendix D](#)).

G. Travel Expenses

Travel expenses incurred on behalf of a person or company (including a Government Official or a Government Entity) that are directly related to promoting, demonstrating, explaining, or certifying Swire’s products or services, or that are directly related to executing or performing a contract with Swire, may be proper. In practice, for purposes of promoting, demonstrating or explaining its services, Swire may occasionally invite a person or company (including a Government Official) to travel to its facilities, offices and exhibits for plant tours, product demonstrations or business meetings at Swire’s expense. Swire may reimburse such persons or organisations for reasonable and *bona fide* expenditures directly related to any such purpose, such as travel or lodging expenses. Reimbursed travel expenses may include the reasonable cost of such person or organisation’s transportation, meals, lodging and entertainment.

H. Agents and Consultants (Refer to CPPM Section [1.7.6](#))

No individual or entity may be hired to commit bribery on behalf of Swire. Special care must be taken when Swire engages the service of an agent, consultant or other third party, when such party is expected to assist in developing business with potential customers or where such party will be involved in obtaining any government approvals or action.

Relevant Persons should take steps to ensure that such agent or consultant has fully complied or will comply with the applicable anti-corruption laws to which they are subject and to appropriately encourage them to adhere to the general principles set out in this Code.

Terms of engagement of agents and consultants should be clearly documented and duly approved by relevant Director or General Manager whilst performance of agents and consultants should be monitored by the General Manager maintaining the operational or working relationship with the relevant agent or consultant .

Before engaging an agent or a consultant, the Relevant Person must follow the procedures for “Engaging an Agent or a Consultant” ([Appendix E](#)). No consultant or agent should be proposed for consideration if there are suspicious circumstances that are not satisfactorily resolved. For example, that party:

- Has a reputation for corruption;
- Is likely to make improper payments or gifts;
- Requests that his identity be kept secret; or
- Requests (without a reasonable commercial justification) that he or she be paid offshore, up front or in cash.

I. Joint Venture Partners and Suppliers (Refer to CPPM Section [1.7.6](#))

Swire may be held responsible for the conduct of those whom Swire hires to conduct business on its behalf or with whom Swire joins to conduct business. Relevant Persons should ensure that these entities understand this Code and should comply with the procedures for “Business Partners, Joint Venture Partners and Suppliers” ([Appendix F](#)).

All Relevant Persons are required to take steps to ensure that any joint venture partners, suppliers or any other individuals or companies hired to conduct business on behalf of Swire and over which Swire has direct control develop and implement anti-corruption policies consistent with the general principles of this Code. All such individuals or companies over which Swire does not have direct control should be required

contractually (and where not legally possible be appropriately encouraged) to adhere to the general principles set out in this Code.

J. Loans

Relevant Persons should not grant or guarantee a loan to, or accept a loan from or through the assistance of, any individual or organisation having business dealings with Swire. For instance, a conflict of interest arises when a supplier acts as a guarantor on a bank loan for an employee. There is, however no restriction on normal bank lending made on normal commercial terms.

K. Training

All Relevant Persons should receive anti-bribery training on joining the company and then refresher training at intervals of a maximum of two years.

4.5. Political Contributions

Swire, as a normal business activity, will lobby Government Entities either directly or through trade associations as required to promote policies that encourage business and achieve workable legislation. Relevant Persons should not make any political contribution (either in cash or in kind) on behalf of Swire.

Political contributions include monetary and non-monetary items, such as loans or donations, free services and donations of an employee's time at work. No Swire assets, including time at work and use of Swire premises or equipment, or direct monetary payments may be made available or contributed to a political candidate or party or to support or oppose a ballot measure. This will not prevent paying for attendance at open social events hosted by political parties.

Relevant Persons may participate in political activities on an individual basis, with personal money and time, provided they do so in accordance with applicable laws and regulations. Swire will not reimburse any personal political contributions.

4.6. Gambling

Relevant Persons should not engage in frequent or excessive gambling of any kind with other Relevant Persons or with persons having business dealings with Swire. In social games of chance with clients, suppliers or business associates, they must exercise judgment and withdraw from any high stake games.

4.7. Procurement (Refer to CPPM Section [4.1](#), [4.2](#) and [4.3](#))

In procurement Swire requires Relevant Persons to observe Swire's procurement policy and guidelines, including:

- For purchases below a value of USD 5,000 (or local equivalent) singly or in aggregate, one valid quotation is required or purchase can be made directly from a suitably qualified supplier.
- For any purchases exceeding a value of USD 5,000 (or local equivalent) singly or in aggregate, **at least two** valid quotations should be sought with selection based on impartial comparison of the quotations.
- For any purchases exceeding a value of USD 12,500 (or local equivalent) singly or in aggregate, **at least three** valid quotations should be sought with selection based on impartial comparison of the quotations.
- In the process, there should at least two employees responsible for the process: one to invite, receive and evaluate offers and make recommendation and the other employee to approve the recommendation. The selection should be based on impartial comparison of the quotations.
- For any purchase exceeding a value of USD 500,000 (or local equivalent) singly or in aggregate, a **competitive tendering process** is required to ensure transparency.
- Whenever competitive tendering or purchasing is not carried out in accordance with this section, a file note explaining why such tendering or purchasing was not done shall be produced and kept on Supplier file. Applicable Director, General or Business Unit Manager or Fleet Supply-Chain Manager approval is required for exceptions to quote and Finance Director's approval for exceptions to tender.
- Re-tendering should in general take place at least every three years.
- Monitoring systems should be put in place to ensure the proper fulfilment of contractual obligations and to provide reasonable assurance that fraudulent or corrupt activities are prevented.
- Suppliers should be encouraged to make an annual statement that no personal benefit accrues to Swire personnel or Supplier personnel from this business arrangement and that they have complied with all legal requirements. Responsibility for ensuring this lies with the Director or General Manager maintaining the operational or working relationship with the relevant vendor, or for fleet-wide agreements with the Fleet Supply Chain Manager.

4.8. Keeping of Records (Refer to CPPM [12.3](#))

Swire is committed to keeping proper records and following sound accounting policies. All company books, records, accounts, invoices and other documents, whether in hard or soft copy, must be created and maintained so as to reflect fairly and accurately and in reasonable detail the underlying transactions and the disposition of company business. All relevant expenses should be properly approved and recorded in the financial records.

This Code prohibits all Relevant Persons from making any false or misleading statements or other entries in financial records. This Code also prohibits Relevant Persons from creating, maintaining and using any off-the-record accounts with banks or any other third parties and from destroying company records before the normal destruction date.

4.9. Use of Information/Company Property (Refer to CPPM [12.1](#))

This Code strictly prohibits Relevant Persons from providing or making available confidential or inside information to anyone outside Swire without proper authorisation. Similarly, this Code strictly prohibits Relevant Persons from making use of confidential or insider information to secure advantage personally or for another party.

Directors and officers of Swire Pacific (and the other listed companies in the group) are subject to more stringent requirements regarding transactions in shares of Swire Pacific and other listed companies and these are set out in the listed companies' codes for securities transactions.

The unauthorised appropriation of goods and services belonging to Swire for personal use or resale and the unauthorised use of Swire's assets for personal benefit are strictly prohibited.

Relevant Persons should not alter equipment or facilities or install software without specific authorisation or develop their own applications without management approval. Security precautions mandated by Swire should be exercised when using personal computers and mobile devices, and no computer software should be installed or used on personal computers or mobile devices in breach of copyright.

4.10. Whistle-blowing (Refer to CPPM [1.7.1](#))

All Relevant Persons have a responsibility to raise concerns about potential violations of the Code, including possible improprieties in financial reporting and internal controls. Any such concerns can be raised by staff either with their

immediate line manager (and if no satisfaction is gained then with their head of department) or with the DPA.

An employee or outside party can report any concerns through:

- Confidential Whistleblowing Hotline: (+65) 63093771
- Email address: Whistleblower@swire.com.sg
- Corporate website whistleblowing form
- Mail address: Swire Pacific Offshore Operations (Pte) Ltd.
1 Loyang Way 4,
Singapore 507028.
(Addressed to: DPA, and clearly marked "Private and Confidential").

If a concern is received, an impartial review and prompt investigation will be undertaken by Whistleblowing Committee, consisting of members that are unrelated to the concern raised. We will make every effort to keep the identity of the reporting staff confidential. Information received will be used only for the purposes of investigating and resolving the complaint or concerns raised.

4.11. Health and Safety and the Environment (Refer to CPPM [10.1](#), [10.2](#) and [10.3](#))

Swire is committed to doing its best to safeguard the health and safety of its employees, those with whom it does business and the communities within which it operates. Swire requires all Relevant Persons and third parties present at our workplaces worldwide to observe all applicable legal requirements relating to occupational health and safety standards. Swire aims to create long term value for its shareholders. Achieving this depends on the sustainable development of its businesses and of the communities in which it operates. To this end, Swire is committed to being a good steward of the natural resources and biodiversity under its influence and to ensuring that all potential adverse impacts of our operations on the environment are identified and addressed appropriately.

4.12. Equal Opportunities, Diversity and Respect in the Workforce (Refer to CPPM [6.3](#) and CPPM [10.11](#))

Swire believes in equal opportunities for all its employees. Swire recognises that its businesses (which are themselves commercially diverse) benefit from the diversity of its workforce. So it follows naturally that Swire encourages diversity and its concomitant, equal opportunities. A properly diverse workforce is one whose members are not discriminated against.

Relevant Persons must be fully compliant with applicable employment and other laws and must not tolerate unlawful discrimination, harassment or other breaches of applicable laws. Relevant Persons should not tolerate the use of child (defined as under 16 years of age) or forced labour. Unacceptable conduct must be reported to line managers or business unit heads.

4.13. Use of Social Media (Refer to CPPM [11.2](#))

Relevant Persons should not use any social media tools in any way which will bring Swire into disrepute, disclose confidential information, interfere with the privacy of colleagues or those with whom Swire does business, imply Swire's endorsement of personal views or breach any applicable laws or regulations.

4.14. Privacy (Refer to CPPM [6.8](#))

Relevant Persons should comply with applicable legal requirements relating to the collection, holding, processing, disclosure and use of personal data. The privacy of others and the confidentiality of information received in the course of business must be respected.

4.15. Sanctions (Refer to CPPM [1.7.5](#))

Relevant Persons are required to comply with sanctions and trade controls imposed by the EU, UK, UN and/or the various jurisdictions in which we operate. In addition, the Company has decided to also adhere to certain US sanctions and trade controls, even where we have no legal obligation to do so.

Non-compliance with this Policy may result in breaches of local or foreign laws, with potentially severe consequences for the Company and the individuals involved. Strict compliance at all times by all Relevant Persons with this Policy and associated Guidelines is therefore required.

4.16. Anti-Money Laundering (Refer to CPPM [1.7.2](#))

Money laundering is the process by which individuals or entities try to conceal illicit funds, or otherwise make these funds look legitimate. The Company will not condone, facilitate or support money laundering.

Every Relevant Person is required to comply with this Policy and any associated guidelines. Non-compliance with this Policy may result in breaches

of local or foreign laws, with potentially severe consequences for the Company and the individuals involved.

5. Compliance with the Code

Relevant Persons must comply with the Code. Individuals who breach the Code will be subject to disciplinary action, including termination of employment. In cases of suspected corruption or other criminal offences, a report will be made to the appropriate authorities (such as the Corrupt Practices Investigation Bureau in Singapore).

Relevant Persons should not seek to avoid these provisions by using agents, partners, contractors, family members, controlled companies or parties acting on their behalf.



Ron Mathison
Managing Director
Swire Pacific Offshore Group

Appendix A - Acceptance of Gifts or Advantages

1. This Policy shall apply to all Relevant Persons employed or attached to each company (“**Company**”) in the Swire Pacific Offshore group of companies, regardless of nationality, designation and seniority.
2. No Relevant Person shall solicit or accept any advantage¹ from any person or entity who is a Supplier or Customer or Competitor² of, or otherwise has any business dealings with, the relevant Company or the Swire Group; unless:
 - (a) The advantage is merely a promotional gift of nominal value (or in the case of gifts offered in commemoration of a special or festive occasion), of a value not exceeding USD 150 (or local equivalent); or
 - (b) The value of and circumstances surrounding the advantage are fully disclosed in good faith and are authorised as follows (Refer to [Declaration](#)):
 - (i) Gift/advantage valued at USD 150 (or local equivalent) or less (per individual) – such gifts/advantages do not require approval. However, the Relevant Person should report to the relevant Head of Department or General Manager should the aggregate amount for the acceptance of gifts/advantages exceeds USD 500 and was from the same company and/or same individual in one calendar year.
 - (ii) Gift/advantage valued at more than USD 150 and up to USD 500 (or local equivalent) (per individual) – such gifts/advantages shall be authorised by the relevant Head of Department or General Manager.
 - (iii) Gift/advantage valued at more than USD 500 (or local equivalent) (per individual) - such gifts/advantages shall be authorised by the Managing Director or his nominated deputy of the relevant Company.
3. Each Relevant Person shall report within 30 days from the date of acceptance of gift/advantage valued at more than USD 150 (or local equivalent) (per individual) to the Human Resources department, which shall maintain a record of gift/advantage. Failure to report such a transaction is a breach of the Code
4. Notwithstanding the above, Relevant Persons shall decline an offer of a gift if acceptance of it could affect his/her objectivity, or induce him/her to act against the interests of the Company or the Swire Group, or lead to questions of bias or impropriety.

¹ ‘Advantage’ means without limitation, any money, gift, loan, fee, reward, commission, employment, payment, release, contract, service, entertainment or promise of current and/or future benefit

² ‘Competitor’ shall mean any person or entity who offers goods or services in direct or indirect competition with the Company or the Group.

5. Each Relevant Person is subject to an ongoing duty to fully and accurately disclose to his/her employing Company in writing, all relevant facts which may imply an actual or potential conflict of interest with the Company (Refer to [Declaration](#)).
6. Each Relevant Person shall immediately notify his/her employing Company in writing if he/she becomes aware of any information that might indicate that previous disclosure(s) are or have become incomplete or inaccurate or that the employee has otherwise failed to comply with this Policy.
7. Each Relevant Person shall be required, as a condition of continued employment, to sign a Statement confirming his/her compliance with this Policy as may be amended from time to time as the Company or Group deems fit.
8. This Policy is not intended to apply to gifts and/or similar entertainment of nominal value that clearly are in keeping with good business ethics and do not obligate the recipient.
9. Any matter or question of interpretation that arises relating to this Policy should be referred to the Managing Director and/or to the Board of Directors of the Company for decision where appropriate.

Appendix B – Offer of Gifts or Advantages

1. This Policy shall apply to all Relevant Persons employed or attached to each company (“**Company**”) in the Swire Pacific Offshore group of companies, regardless of nationality, designation and seniority.
2. No Relevant Person shall offer any advantage³ to any person or entity who is a Customer or otherwise has any business dealings with, the relevant Company or the Swire Group for the purposes of influencing such person or entity in any business dealings.
3. Subject to the following restrictions, gifts may be offered to Customers in the course of advertising, or as an indication of appreciation, or to commemorate a special or festive occasion:-
 - (a) Relevant Persons should exercise good judgment and practice moderation in giving gifts, and shall avoid offering excessive gifts in terms of value or frequency.
 - (b) The value of and circumstances surrounding the gift/advantage are fully disclosed in good faith and are authorized as follows (Refer to [Declaration](#)):
 - (i) Gift/advantage valued at USD 150 (or local equivalent) or less (per individual), – Such gifts/advantages do not require approval. However, the Relevant Person should report to the relevant Head of Department or General Manager should the aggregate amount for the offer of gifts/advantages exceeds USD 500 to the same company and/or same individual in one calendar year.
 - (ii) Gift/advantage valued at more than USD 150 and up to USD 500 (or local equivalent) (per individual) – Such gifts/advantages shall be pre-authorized by the relevant Head of Department or General Manager.
 - (iii) Gift/advantage valued at more than USD 500 (or local equivalent) (per individual) - Such gifts/advantages shall be pre-authorized by the Managing Director or his nominated deputy of the relevant Company.
 - (c) Each Relevant Person shall report within 30 days for gift/advantage offered and valued at more than USD 150 (or local equivalent) (per individual) to the Human Resources department, which shall maintain a record of gift/advantage. Failure to report such a transaction is a breach of the Code

³ ‘Advantage’ means without limitation, any money, gift, loan, fee, reward, commission, employment, payment, release, contract, service, entertainment or promise of current and/or future benefit

- (d) Gifts shall not be given in cash, cash equivalents, or loans.
 - (e) Gifts bearing a Swire logo are preferred.
4. This Policy is not intended to apply to gifts and/or similar entertainment of nominal value that clearly are in keeping with good business ethics and do not obligate the recipient.
 5. Any matter or question of interpretation that arises relating to this Policy should be referred to the Managing Director and/or to the Board of Directors of the Company for decision, where appropriate.

Appendix C - Charitable Contributions and Sponsorship

1. This Policy shall apply to all Relevant Persons employed or attached to each company (“**Company**”) in the Swire Pacific Offshore group of companies, regardless of nationality, designation and seniority.
2. Relevant Persons may make or solicit contributions to (non-political) charitable or other organisations provided that:
 - (a) All such activities are done in accordance with applicable laws and regulations; and
 - (b) Care is taken to ensure that such activities do not create, or appear to create, an improper advantage prohibited by the Swire Code of Conduct.
 - (c) The Relevant Persons have complied with the SPO Corporate Philanthropy Application Procedure, as revised by Swire Pacific Offshore from time to time.
3. Any matter or question of interpretation that arises relating to this Policy should be referred to the Managing Director and/or to the General Manager – Sustainable Development for decision, where appropriate.
4. Each Relevant Person shall be responsible for reporting any charitable contributions and sponsorships made in the name of any Company, to the General Manager – Sustainable Development who shall maintain a record of such charitable contributions and sponsorships (Refer to [Declaration](#)).

Appendix D - Entertainment and Corporate Hospitality

1. This Policy shall apply to all Relevant Persons employed or attached to each company (“**Company**”) in the Swire Pacific Offshore group of companies, regardless of nationality, designation and seniority.
2. Relevant Persons shall bear the following in mind when giving or accepting entertainment (including meals) from any person or entity who is a Supplier or Customer or Competitor⁴ of, or otherwise has any business dealings with, the relevant Company or the Swire Group:
 - (a) Lavish or frequent entertainment shall not be given or accepted, especially if doing so may give rise to actual or perceived bias or impropriety or any obligation to the offeror. Relevant Persons shall turn down invitations to entertainment that is excessive in value, nature or frequency.
 - (b) When giving entertainment, company functions are preferable to entertaining individuals.
 - (c) Any entertainment offered or accepted shall be in accordance with the Corporate Code of Conduct. Each Relevant Person should state the type of entertainment given or accepted including the name of individuals entertained, their company’s name along with relevant supporting documents.
 - (d) Relevant Persons should be particularly vigilant concerning entertainment offered to them outside their base country of operations. Free trips or travelling expenses shall be declined unless authorised by the Managing Director or his nominated deputy of the relevant Company.
 - (e) The giving and/or accepting of entertainment exceeding USD 500 (or local equivalent) in value (per individual) shall be authorised by the Managing Director or his nominated deputy of the relevant Company. The giving and/or accepting of entertainment below USD 500 (or local equivalent) in value (per individual) may be authorised by the relevant Head of Department or General Manager (Refer to [Declaration](#)).
 - (f) Each Relevant Person shall report all entertainment more than USD 150 (or local equivalent) in value (per individual) to the Human Resources department, which shall maintain a record of entertainment. (Refer to [Declaration](#))

⁴ ‘Competitor’ shall mean any person or entity who offers goods or services in direct or indirect competition with the Company or the Group.

3. Each Relevant Person is subject to an ongoing duty to fully and accurately disclose to his/her employing Company in writing, all relevant facts which may imply an actual or potential conflict of interest with the Company (refer to [Declaration](#)).
4. Each Relevant Person shall immediately notify his/her employing Company in writing if he/she becomes aware of any information that might indicate that previous disclosure(s) are or have become incomplete or inaccurate or that the employee has otherwise failed to comply with this Policy.
5. Each Relevant Person shall be required, as a condition of continued employment, to sign a Statement confirming his/her cognisance and compliance with this Policy as may be amended from time to time as the Company or Group deems fit.
6. This Policy is not intended to apply to entertainment of nominal value that clearly are in keeping with good business ethics and do not obligate the recipient.
7. Any matter or question of interpretation that arises relating to this Policy should be referred to the Managing Director and/or to the Board of Directors of the Company for decision, where appropriate.

Appendix E - Engaging an Agent or a Consultant

1. This Policy shall apply to all Relevant Persons employed or attached to each company (“**Company**”) in the Swire Pacific Offshore group of companies, regardless of nationality, designation and seniority.
2. Each Relevant Person responsible for appointing or engaging an Agent/Consultant⁵ in connection with the Company’s or the Swire Group’s business shall comply with the following requirements:
 - (a) Before appointment/engagement, the Relevant Person shall carry out the following due diligence checks on each prospective Agent/Consultant, together with other due diligence procedures (if any) set by Swire Pacific Offshore from time to time:
 - (i) Verify that the prospective Agent/Consultant: a) has an anti-bribery policy and b) will fully comply with the Supply Chain Sustainability Code of Conduct (Refer to [CPPM 10.5.b](#));
 - (ii) Conduct a reasonable local search, to the extent practicable in the country of operation, to ascertain whether the prospective Agent/Consultant or its current directors, shareholders or employees have been charged for breach of any anti-bribery legislation;
 - (iii) Make reasonable enquiries about the relevant industry experience and reputation of the prospective Agent/Consultant.
 - (b) In particular, any relationship between the Relevant Person and the Agent/Consultant shall be fully declared to the Managing Director or his nominated deputy of the Company for decision prior to entering any contractual relationship with the Agent/Consultant.
 - (c) No Relevant Person shall appoint or engage an Agent/Consultant if there are suspicious circumstances which have not been satisfactorily resolved, including without limitation where the prospective Agent/Consultant:
 - Has a reputation for corruption;
 - Has a record of non-compliance with anti-bribery laws/regulations;
 - Is likely to make improper payments or gifts;
 - Requests that his/her identity be kept secret, or requests (without reasonable commercial justification) for payment offshore or in cash or in any other commercially unusual manner.

⁵ ‘Agent/Consultant’ means means without limitation, any agent or consultant or other party contracted to assist in developing business with existing or potential Customers or in obtaining any government approvals or action.

3. Any matter or question of interpretation that arises relating to this Policy should be referred to the Managing Director and/or to the Board of Directors of the Company for decision, where appropriate.

Appendix F - Business Partners, Joint Venture Partners and Suppliers

1. This Policy shall apply to all Relevant Persons employed or attached to each company (“**Company**”) in the Swire Pacific Offshore group of companies, regardless of nationality, designation and seniority.
2. Each Relevant Person responsible for appointing, engaging or joining with a Business Partner, Joint Venture Partner or Supplier⁶ in connection with the Company’s or the Swire Group’s business shall comply with the following requirements:
 - (a) Prior to entry into a contractual relationship, the Relevant Person shall carry out the following due diligence checks on each prospective party, together with other due diligence procedures (if any) set by Swire Pacific Offshore from time to time:
 - (i) Verify that the prospective party has an anti-bribery policy, and is aligned with the SPO Sustainable Development Policy (Refer to [CPPM 10.5](#));
 - (ii) Conduct a reasonable local search, to the extent practicable in the country of operation, to ascertain whether the prospective party or (if applicable) its current directors, shareholders or employees have been charged for breach of any anti-bribery legislation;
 - (iii) Make reasonable enquiries about the relevant industry experience and reputation of the prospective party.
 - (b) Each Relevant Person shall ensure that the relevant Business Partner, Joint Venture Partner or Supplier:
 - (i) Understands and commits to compliance with the Swire Corporate Code of Conduct (which includes compliance with the SPO Safety Management System (SMS) where relevant; and
 - (ii) Has developed and implemented anti-corruption policies consistent with the general principles of the Swire Code of Conduct; and
 - (iii) (In the case of parties not under direct control of the Company or the Swire Group) Are contractually required (or where not legally possible

⁶ Including business partners, joint venture partners, Suppliers or any other individuals or companies engaged to conduct business on behalf of the Company or the Swire Group, and over which the Company or the Swire Group has direct control.

be appropriately encouraged) to adhere to the general principles set out in the Swire Corporate Code of Conduct.

Additional procedures for selecting Suppliers

1. All Relevant Persons will prepare the pre-determined specifications/requirements/scope of services for the products/services required.
 2. Invite for tenders from contractors should be made as appropriate. Exceptions should be duly approved by the Finance Director and documented.
 3. Tenderers are evaluated based on their capability, financial strength, company structure and reputation.
 4. Additional due diligence is performed by checking their current and former client references, as well as relevant work permits, adequate Employer's Liability Insurance and licenses where applicable.
 5. Meet with tenderers and clearly communicate on the SPO Supply Chain Sustainability Code of Conduct ([Appendix G](#)) and operating principles prior to engaging them.
 6. For products/services being specified in the following documents: a) Swire Pacific Green Guidelines (Refer to [CPPM 10.5.c](#)) and b) Swire Pacific Sustainable Food Policy (Refer to [CPPM 10.8](#)), the Company will follow the Guidelines and Policy during the selection process.
 7. Contract will be awarded to the tenderer which offers the best value for money, complies with SPO Supply Chain Sustainability Code of Conduct (Refer to [CPPM 10.5.b](#)), and meets our service standard.
3. Any matter or question of interpretation that arises relating to this Policy should be referred to the Managing Director and/or to the Board of Directors of the Company for decision, where appropriate.

Appendix G – Supply Chain Sustainability Code of Conduct

Swire Pacific Offshore (SPO) group has worked worldwide for over 40 years and is strongly committed to operating ethically, prudently, responsibly and safely. Our Sustainable Development Policy commits the Company to high standards on environmental, health & safety, human rights & labour policies, business ethics and community issues. It also commits us to preferring to work with suppliers who share the same standards and promote sustainable development.

This Code of Conduct has been named to closely reflect the goal that we share with all of our suppliers – to make our businesses sustainable.

We actively seek to select and work with suppliers who not only comply with laws and regulations, but go beyond by setting standards that are expected of an industry leader. We also have a strong preference to work with suppliers who share our commitment to honesty and integrity and who seek to integrate principles of sustainable development into all areas of their business.

SPO group is committed to selecting and retaining qualified suppliers that meet this Supply Chain Sustainability Code of Conduct (Refer to CPPM [10.5](#))

Our Supply Chain Sustainability Standards describe our minimum requirements for:

- Legal and regulatory compliance
- Not employing under-age workers
- Not employing forced labour
- Health and Safety in the workplace
- Protection for the environment
- Provision of proper compensation and appropriate working hours for employees
- Respect for employees' rights and not discriminating against employees
- Sharing the Standards with sub-contractors
- Having high ethical standards
- Communicating openly and effectively with employees

Legal and Regulatory Compliance

Suppliers shall ensure their operations and the products and services supplied to SPO comply with all national and other applicable laws and regulations.

Forced Labour

Suppliers must not use forced, coerced, bonded, or indentured, or involuntary prison labour in any form.

All work, including overtime work, shall be voluntary. Employees should be free to leave employment upon giving reasonable notice. Suppliers should not require employees to hand-over government-issued identification, passports or work permits as a condition of employment.

Child Labour

Suppliers must not:

- employ any person under the local legal minimum employment age, or
- employ any person in a manner which conflicts with completion of their compulsory schooling, or
- employ any person below the age of 16 years on a full time basis (unless part of a recognised professional apprenticeship program).

Additionally, all young employees must be protected from performing any work that is likely to be hazardous, or likely to interfere with the child's education, or that may be harmful to the child's health, or their physical, mental, social, spiritual or moral development.

Suppliers should also adhere to legitimate workplace apprenticeship programmes and comply with all laws and regulations governing child labour and apprenticeship programmes.

Compensation and Working Hours

All employees must have written contracts that comply with local laws. Suppliers must provide each employee at least the local legal minimum wage (where applicable) and benefits and are encouraged to follow local voluntary codes. Suppliers must pay their employees promptly, providing each with clear, written accounting for every pay period. Wages should be paid regularly, on time and be fair in respect of work performance. Payment should not be made more than one month in arrears and deduction should not be made from employees' pay for disciplinary reasons or to compensate the employer for providing safer work conditions. Working time periods must not exceed the legal limit, and should be modified where relevant to reflect any particular hazards or risks of the work being done. Employees should be properly compensated for overtime according to the law and within legal working hour limits.

Employees should be granted their stipulated annual leave and sick leave without any repercussions, and should be able to take their stipulated maternity or paternity leave in accordance with national and local laws.

Discrimination and Rights

All conditions of employment must be based on an individual's ability to do the job, and never on the basis of personal characteristics or beliefs. Suppliers shall not discriminate on the basis of race, colour, national or ethnic origin, gender, sexual orientation, religion, disability, age, cultural background, social group, marital status, family status or political opinion, and other similar factors.

Employees shall be treated with dignity and respect. This should be achieved by providing a workplace in which no employee shall be subject to any physical, sexual, psychological or verbal harassment or abuse, nor is there to be the threat of such treatment.

Industrial Relations

Suppliers will have in place communications mechanisms and grievance procedures that allow employees to raise concerns and complaints with management.

SPO group does not require suppliers' employees to be members of a worker's association or union, but does require that its suppliers shall respect employees' rights to choose whether to be represented by third parties and to bargain collectively in accordance with local law. Harassment, intimidation, penalties, interference or reprisal should not be used to interfere with such legitimate activities.

Environment

We all have a responsibility to look after the natural environment both for today and in the future. All stages in the Supplier's supply chain shall comply with, and preferably exceed, applicable national and legal environmental requirements.

Suppliers should have in place an effective system for managing environmental issues including measuring and reporting on their environmental impact, seek to improve the impact of their operations upon the environment, and take a precautionary approach to environmental matters such as by conserving natural resources and energy consumption and reducing waste.

We will have a strong preference to select suppliers whose goods or services can make a significant difference to helping to reduce SPO's environmental impact

towards our target of “net zero”.

Chemical and other materials posing a hazard if released to the environment are to be avoided if possible. If this is not possible they are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.

Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal.

Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterised, monitored, controlled and treated as required prior to discharge.

All types of waste, including water and energy, should be reduced or eliminated at source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

Health and Safety

Suppliers must have in place, or agree to adopt in a reasonable timeframe, health and safety policies and management systems designed to reduce work-related injury and illness, and promote the general health of employees. Suppliers must ensure information regarding health and safety systems and standards are made readily available to employees in appropriate language/s.

Suppliers should ensure that employees are aware, through newsletters, training or other effective and frequent means of communication, of the suppliers' obligations with regard to site safety and their own obligations of ensuring the safety of themselves and other employees.

Suppliers should provide for employees as a minimum, reasonable access to potable water and sanitary facilities, fire safety, emergency preparedness and response, industrial hygiene, adequate lighting and ventilation, occupational injury and illness prevention and machine safeguarding. Suppliers will also ensure these same standards apply to any dormitory or canteen facilities.

Suppliers should have in place a policy, which should be in accordance with all national and other applicable laws and regulations, regarding alcohol and other drug abuse prevention, and testing for such, and should communicate this appropriately to employees.

Bribery and corruption

Suppliers must be committed to the highest standards of moral and ethical conduct in their business. All forms of corruption, extortion, fraud and bribery must be prohibited, including those for the Supplier's own benefit or for the benefit of their relations, friends or associates.

Suppliers will either already have, or if not, agree to adopt within a reasonable time frame, policies, codes of conduct and procedures (including training) in place to avoid all forms of bribery, corruption, fraud and to ensure that they are enforced.

Suppliers should disclose to us immediately any situation that may appear as a potential material conflict of interest. They are also expected to disclose if any of our officials or consultants working with Swire Pacific Offshore has a material interest of any kind in the supplier's business or any kind of economic ties with the supplier.

Subcontractors and other Service Providers

Suppliers should work with their own service providers and subcontractors to ensure that they also strive to meet the principles of this Code. This should be integrated within the supplier's business processes to select and manage the performance of subcontractors and other service providers.

Suppliers and subcontractors should be paid accurately, in a timely manner and in accordance with contractual agreements.

Communication, Documentation and Inspection

Suppliers should work with their own service providers and subcontractors to ensure that they also strive to meet the principles of this Code and are encouraged have their own Supplier Code of Conduct. This should be integrated within the supplier's business processes to select and manage the performance of subcontractors and other service providers.

Suppliers and subcontractors should be paid accurately, in a timely manner and in accordance with contractual agreements.

Communication, Documentation and Inspection

Suppliers are responsible for communicating the requirements of these SPO group Supply Chain Sustainability Code of Conduct standards to their employees, and the Code should be made freely available to employees in their local language/s and in readily accessible places.

Suppliers must maintain records of all relevant documentation required to demonstrate compliance with this Code of Conduct and required laws, and where requested should agree to make these documents available for the SPO group or its designated auditor as evidence of compliance. Suppliers shall allow access to relevant documents necessary to demonstrate compliance with this code of conduct, and facilities and sites to conduct audits in line with this code of conduct.

The SPO Supply Chain Sustainability Code of Conduct may be amended from time to time. The most current version of the Code of Conduct and other relevant Policies are available on our web site at www.swire.com.sg.