

ANTI-CORRUPTION AND GIFTS

This is a global policy (“Policy”) of Hunter Douglas Asia (“HDA”). It applies to you, in your capacity as an employee of any of the subsidiaries throughout the Asian Region.

INTRODUCTION

HDA is committed to conducting its business activities with honesty and fairness. An important part of honoring that commitment is making sure that everyone at HDA, and everyone that represents HDA, upholds our standards of ethical business conduct.

This Policy applies to you, as an HDA employee, in your conduct of business. The Policy also applies to HDA’s Business Partners who sell our products, as well as other representatives and intermediaries who deal with government officials or private commercial parties on our products

This Policy is designed to uphold our values and assure compliance with anti-corruption laws in all countries in which the Hunter Douglas Group operates, including not only the local laws of the Asian countries in which HDA operates, third-country laws in the case of exports outside the region and the U.S. Foreign Corrupt Practices Act (FCPA), the UK Bribery Act which can have a broader extraterritorial reach based on a nexus such as payments in US dollars or involvement of senior management of Hunter Douglas based in the US or in some specific cases, in the UK or on acts by expatriates from the US or the UK working in the region.

There are severe financial and criminal penalties for violations of anti-corruption laws. For example, FCPA violations may result in millions (USD) in fines, as well as imprisonment for individuals, while violations of the UK Bribery Act carry unlimited fines and imprisonment. In addition, fines imposed upon employees, directors, officers and agents cannot be paid or reimbursed, directly or indirectly, by the Company.

If you fail to live up to the standards set forth in this Policy, you will be subject to disciplinary sanctions, up to and including termination. Our Code of Business Conduct reminds and encourages you to report any concerns without fear of retaliation. You will never be punished in any way for raising questions or reporting possible issues in good faith.

HDA Business Partners who fail to comply with the applicable standards set forth in this Policy will also be subject to actions that may include termination of our business relationship, as well as damages and other legal remedies.

1. DEFINITIONS

The following terms and definitions apply to this Policy:

“**Agent**” means any individual or firm authorized, whether formally or not, directly or via an intermediary, to act or represent that it acts on behalf of selling and or installing HDA’s products and services;

“**anything of value**” means cash, gifts (including gifts to family members), discounts on products and/or services not readily available to other customers, commission payments, stock shares, a promise to pay, loans, assumption or forgiveness of a debt, payment or reimbursement of expenses, personal favors, entertainment, meals, travel, political & charitable contributions, business opportunities, medical care, or an offer of employment for a government official or a relative of a government official;

“HDA” means **Hunter Douglas Asia**, which as of the date of this Policy has the following subsidiaries:

HD (China) Holdings Company Limited	HD Singapore Pte Limited
HD Architectural Products (Xi'an) Co. Ltd.	HD India Private Limited
HD Architectural Products Terracotta (China) Co. Ltd.	PT Hunter Douglas Indonesia
HD Architectural Products (China) Co. Ltd.	HD Japan Limited
HD Architectural Products (Shenyang) Co. Ltd.	HD Korea Limited
HD Architectural Products (ChengDu) Co. Ltd.	HD (Malaysia) Sendirian Berhad
HD Architectural Products (Shenzhen) Co. Ltd.	HD Manufacturing (Malaysia) Sdn Bhd
HD Window Covering Products (China) Co. Ltd.	Hunter Douglas Taiwan Ltd.
HD Building Products (Beijing) Co. Ltd.	Hunter Douglas (Thailand) Ltd.
HD China / Hong Kong Ltd.	Hunter Douglas Vietnam Ltd.
Turnils-Mermet (Shanghai) Co. Ltd.	HD Indochina Co. Ltd.
Turnils-Mermet Asia Sdn Bhd	Blaze Manufacturing Company Ltd.
	Công ty TNHH Sản xuất Vinh Quang

“**Business Partner**” means all distributors, joint venture partners, Agents, consultants and any other third party who act, or represent that they sell HDA’s products and services;

“**Facilitating Payment**” means a small payment that is designed to secure or expedite a routine government action by a Government Official;

“**Government Entity**” means an entity or business which is owned, controlled or affiliated with a government or a government organization;

“**Government Official**” means:

- Officers, employees or official representatives of any national, regional, local, or other Government Entity, including elected officials; or
- Officers, employees or official representatives of companies in which a government owns an interest; or
- Current candidates for political office at any level; or
- Political parties and their officials; or
- Officers, employees, or official representatives of public (quasi-governmental) international organizations, such as the World Bank, Red Cross, United Nations, International Monetary Fund, etc.

“**routine government action**” means obtaining permits, licenses, or other official documents; processing governmental papers, such as visas and work orders; scheduling an inspection; providing police protection, securing mail pickup or delivery; getting utilities such as power or phones connected; loading and unloading cargo; moving perishable goods through customs; and actions of a similar nature;

“**you**” means (a) you, in your capacity as an HDA employee, (b) all employees, directors and officers of HDA, and (c) all Business Partners of HDA and its subsidiaries worldwide, as applicable.

2. STANDARDS OF CONDUCT

a. Conflicts of Interests

Conflicts of interest (e.g. your receiving gifts from counterparties) is not covered by this Policy but rather by the Hunter Douglas Group Conflict of Interest Policy. Generally speaking, that policy prohibits you from receiving more than small gifts from counterparties, doing business on behalf of an HD company with counterparties with which you have financial or family ties as well as personal dealings with the counterparties.

b. General Standard

HDA strictly prohibits you from giving bribes of any kind. Accordingly, you are not permitted to give or offer anything of value to anyone improperly to gain or retain business or to obtain or retain a business advantage. The more detailed sections below set forth what gifts and entertainment are appropriate and what are improper. HDA makes no distinction between bribery of government officials and bribery of workers in other sectors. Both are unacceptable. HDA requires that all payments and receipts are recorded in HDA's books and records in accordance with applicable accounting standards and legal requirements.

c. Payments

You may not make, offer, or facilitate a payment to anyone to win influence or gain or retain business or an improper business advantage. Payments that are improper if made directly by you may not be made indirectly (for example, through a relative, agent or dealer). Even if you are not certain that a part of a payment to a third party will be passed on as a bribe, you must not make or facilitate that payment if you believe that bribery will or is likely to occur. HDA prohibits Facilitating Payments unless the specific payment is confirmed in writing in advance and approved by the HDA controller as lawful. All Facilitating Payments must be accurately described and recorded in the appropriate accounting books and records of the relevant HDA entity. Failure to obtain advance written approval for, and accurately record any, facilitation payment, is ground for disciplinary action, up to and including termination.

d. Record-Keeping and Accounting Requirements

Anti-corruption laws generally require a company to maintain books, records and accounts in reasonable detail, accurately reflecting all transactions of the company regardless of value and maintain an adequate system of internal accounting controls.

If you believe that a payment has been or may be recorded improperly, you have a duty to report this immediately to the:

- Business Unit CFO; or
- Regional controller; or
- The Hunter Douglas Group CFO

e. Gifts

In some locations, it may be customary to give token gifts to Business Partners with whom you are doing business on HDA's behalf.

You may give a small gift if it (1) is not cash or a cash equivalent (e.g., gift cards, securities); (2) is not offered in exchange or as a reward for any action or inaction; (3) is permitted under both local law and the guidelines of the recipient's employer; (4) comports with local custom; and (5) is presented with complete transparency and recorded on HDA's books; and (5) the gift is not worth more than USD 500.

f. Entertainment and Travel

With respect to Government Officials, anti-corruption laws generally permit companies to pay for travel and accommodation expenses of a Government Official visiting a company site or other business-related location, provided that (a) the travel is for a legitimate business purpose, such as a meeting to discuss regulatory issues or to demonstrate company products; and (b) the expenses are reasonable given the seniority of the Government Official.

As a consequence, HDA requires that a Government Official Travel Acknowledgement (see Appendix) be completed in advance of any commitment to pay for travel or accommodation expenses for a Government Official. Completed, signed Acknowledgements must be sent to the Regional Controller. Travel cannot include side trips to non-business destinations, and HDA will not cover the expenses of family or friends.

With respect to Business Partners, business entertainment expense must be both ordinary and necessary, and meet either of the following two tests:

- (a) entertainment took place in a clear business setting, or the main purpose of entertainment was the active conduct of business, and you did engage in business with the person during the entertainment period, and you had more than a general expectation of getting some specific business benefit; or,
- (b) entertainment was associated with HDA's business and the entertainment directly preceded or followed a substantial business discussion.

All expense must be fully documented with appropriate receipts and a complete description as to time, place, and type of entertainment; name title, and business affiliation of customers, suppliers, or other business partners entertained; and the business purpose of the entertainment. If entertainment was provided in a place not normally conducive to a business discussion (theater, sporting event, etc.), show the date, time, duration, place, nature, and participants in the related business discussion preceding or following the entertainment. The entertainment may not be such that offering the same will violate local law (e.g. meals with too many courses than allowed for Chinese officials).

Expenses for gifts or entertainment not allowed under this Policy are not reimbursable.

g. Political and Charitable Contributions

You may not make political or charitable donations (including sponsorships), whether in your own name or in the name of HDA, to obtain or retain business or to gain an improper business advantage. Any approved political or charitable contributions or sponsorships that HDA makes, must be allowed under local law, made to or for a bona fide political or charitable organization. This Policy does not restrict your personal support of any charitable or political organization in your own name.

To avoid even the appearance of impropriety, you must secure the prior written approval of the regional controller before making a political or charitable contribution on HDA's behalf, or as a result of a request made to you in your role at HDA, other than as a result of charitable initiatives sponsored by HDA. Any connection of any Government Official to any organization receiving a proposed contribution must be identified

h. Dealings with Third Parties and Business Partners

HDA's commitment to compliance with anti-corruption laws extends to the activities of its Business Partners. You should be careful to avoid any situation involving a third party that might lead to a violation of any applicable anti-corruption laws. Both HDA and you can be held liable for improper payments made by HDA's Business Partners to a third party on HDA's behalf, or failing to prevent bribery by those acting on HDA's behalf. HDA policy requires periodic due diligence reviews at the regional level for select Business Partners representing or acting on behalf of the Company.

First, new business partners who are expected to do a volume of business with HDA in excess of USD 5,000 per year, need to be screened by the Business Units Controller for PEP status, sanctions, and reputational risk.

Second, all business partners are required to sign the Vendor Letter of Declaration VLOD in the current form.

You must remain alert to certain suspicious circumstances, the more common types of which are listed as “**Red Flags**” below. These circumstances may indicate higher corruption risk:

Red Flags:

The Business Partner:

- appears from the screening through Refinitiv or another system to be a Politically Exposed Person (PEP), related to a PEP, related to or affiliated with a government contract official, or have a history of criminal convictions or on a sanctions list;
- resides outside the country in which the services are to be rendered; or
- was specifically requested or recommended by a Government Official; or
- refused to sign the Vendor Letter of Declaration VLOD and/or requests such wording to be deleted or amended; or
- provides incomplete or inaccurate information in due diligence disclosures; or
- requests payments to be made to a third party or a third-country bank account, or requests other unusual financial arrangements; or
- requests payment in cash; or
- requests that false invoices or other documents be created or prepared in connection with a transaction; or
- uses unidentified sub-agents or sub-contractors to assist in their work; or
- requests an usually high commission or success fee or appears to be earning an excessive dealer margin in relation to the services provided and the credit and other risk assumed; or
- requests a commission be paid before announcement of a contract signing or regulatory decision; or
- requests lavish entertainment, gifts, or travel in connection with negotiations; or
- requests reimbursement for poorly documented/questionable expenses; or
- does not have the relevant qualifications, organisational resources or staff for the services being provided.

If you encounter or perceive any of these **Red Flags** when considering a new Business Partner or working with an existing Business Partner, you should contact the regional controller.

Appendix

Government Official Travel Acknowledgement

HDA is committed to conducting its business activities with honesty and fairness.

It is HDA's policy to assure compliance with anti-corruption laws in all the countries where we operate, including the US Foreign Corrupt Practices Act ("FCPA"), the UK Bribery Act, and applicable local anti-corruption laws in China, India and elsewhere.

HDA requires all Government Officials to read and acknowledge this notice in writing as a condition to HDA paying any travel and/or accommodation expenses.

Please review the trip details provided by HDA, complete the information requested on the next page, and sign the acknowledgement on the last page before returning to HDA.

HDA Contact Information
1. Name of key contact for HDA relationship:
2. Address:
3. Telephone number:
4. E-mail address:

Trip Details
5. Brief description of the business purpose of the trip:
6. Place(s) to be visited:
7. When is the trip to take place?:
8. Duration of trip:
9. Details of the expenses to be paid for by :
10. Any other relevant information:

To be completed by traveler:

Government Entity Information
11. Name of government entity / state-owned entity / government affiliated entity:
12. Address:
13. Telephone number:
14. Fax number:
15. Name and title of contact person – management:
16. E-mail address of contact person:

Individual Traveler Information
17. Full name:
18. Title / Position:
19. Address:
20. Telephone number:
21. E-mail address:
22. Nationality:
23. Passport number:

Government Official Comments on Trip Details
24. Provide any additional comments about the business purpose of the trip or travel details, if required:

In accepting payment of my travel and/or accommodation expenses from HDA, I hereby acknowledge the following:

- ✓ the travel is for a legitimate business purpose, such as a meeting to discuss regulatory issues or industry best practices, for educational value, or to see or have a demonstration of HDA products;
- ✓ the expenses to be paid by HDA will be reasonable given my seniority;
- ✓ none of my friends or family members will be travelling with me. If I am to be accompanied by friends and/or family, none of their expenses will be paid for by HDA;
- ✓ HDA will not pay for any stopovers that are not directly connected to the business purpose of the travel. I agree and understand that I am responsible for the cost and expenses of any non-business related stopovers and confirm that any such stopovers will not result in any additional cost to HDA;
- ✓ wherever possible, HDA will make payments directly to the hotel, airline or other such service providers;
- ✓ any travel expenses will only be reimbursed against appropriate receipts;
- ✓ no per diem payments (daily allowances) will be paid by HDA;
- ✓ under no circumstances will any cash be transferred to me, including to enable me to arrange my own travel; and
- ✓ no gifts will be given to me (or my employer) by HDA, whether during the trip itself or otherwise.

I also confirm the following:

- ✓ I know of and understand HDA's Code of Business Conduct;
- ✓ I know of and understand HDA's Anti-Corruption and Gifts policy;
- ✓ the travel does not violate any of my employer's/organizations own policies;
- ✓ the travel complies with all applicable laws and regulations;
- ✓ I have received whatever approvals are necessary from my manager/employer/organization, as applicable, to permit me to undertake this travel;

By signing this form below, I certify that all of the above provisions are true and accurate. I acknowledge that the trip to be undertaken and paid for (whether in full or in part) by HDA is for a legitimate business purpose. I also understand that HDA will seek reimbursement of all expenses paid to me should any of the above provisions not be true and/or accurate.

Name: _____

Name of Government Entity

Name
(typed/printed): _____

(typed/printed): _____

Signature:

Date: _____

Completed, signed forms must be e-mailed to: roy.chen@hunterdouglas.cn