



Fosun Tourism Group Anti-Fraud Policy

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[Risk Control Management Center]

Fosun Tourism Group

2024-01-01

Fosun Tourism Group

Anti-Fraud Policy

Chapter I Purpose, Tasks, Scope of Application and Concepts

Article 1 [Purpose] Fosun Tourism Group ("Fosun Tourism Group" or "Group") has always adhered to the value orientation of honesty and compliance, always guided its behavior with the highest standards of business ethics, and devoted itself to creating an open and honest communication environment. To achieve the above objectives, the Group formulated this Anti-Fraud Policy.

Article 2 [Task] Establish a code of ethics for employees and suppliers, to standardize management, uphold integrity and ensure the normal order of the Group's operation and management activities; Encourage employees and suppliers to actively report fraud, and establish whistleblower and witness protection and reward measures; Standardize the Group's procedures for receiving, analyzing, investigating and resolving fraud and unethical behavior on a global scale; Establish management measures for gift and cash gift, to further create a clean and honest business cultural atmosphere and set up such image of the Group.

Article 3 [Scope of Application] This policy applies to the Group and all its subsidiaries. However, in case of conflict between the policy and local laws, the local laws shall prevail.

Article 4 [Whistleblower] Individuals or organizations that disclose fraud or unethical behavior, may be employees, job applicants, suppliers, contractors, customers or the public.

Article 5 [Good Faith Reporting] The reporting behavior is not out of malice or personal interests, and the whistleblower has reasonable basis to believe that the content of the reporting is true.

Article 6 [Fraud] The intentional act of obtaining improper or illegal benefits by deception or concealment, which leads to financial or non-financial losses of the company.

Article 7 [Unethical Behavior] Including but not limited to the following situations:

- (1) Violating laws, regulations or company policies;
- (2) Harm to public safety and health;
- (3) Dereliction of duty and malfeasance;
- (4) Bribery and corruption;
- (5) Acts that may damage the reputation of the company;
- (6) Unauthorized disclosure of confidential information;
- (7) Sexual harassment.

Article 8 [Department with the Highest Responsibility for Business Ethics] The department with the highest responsibility for business ethics is the Board of Directors.

Article 9 [First Report Recipient] Members of the Disciplinary Committee of the Group and the person in charge of internal audit and anti-corruption and supervision of the Group.

Article 10 [Members of Report Evaluation] Members shall be selected from Risk Control Management Center, Human Resources Management Center and Financial Management Center.

Chapter II Whistleblowing and Investigation Procedures

Article 11 [Whistleblowing] Refers to whistleblowing the employees of Fosun Tourism Group and its invested enterprises for violating the code of ethics, & business conduct, a law, or a company policy.

We encourage real-name report. Whistleblower should truthfully provide the names, departments and illegal facts of the reported person. Whistleblower should provide evidence if they have any.

For those who do not wish to report under their real names, we respect their wishes and report anonymously or under an alias.

Malicious whistleblowing and false accusation are prohibited.

Article 12 [The Scope of Reporting] includes but is not limited to the following situations:

(1) Use the position to facilitate the receipt and solicitation of property, other benefits or kickbacks from suppliers or other partners during any business process;

(2) Accepting gifts in violation of regulations or failing to hand in gifts received in official activities in time according to regulations;

(3) Seizing, stealing, defrauding or misappropriating the company's property or privately setting up or dividing the small treasury;

(4) Implementing related party transactions in violation of regulations or violating the terms of conflict of interest, and taking advantage of the position to seek benefits for themselves or their relatives and friends;

(5) Infringement of intellectual property rights of the company;

(6) Engaging in malpractice or insider trading;

(7) Serious negligence, abuse of power or violation of company policies causing serious consequences;

(8) Using the company's account, platform or any other way to conduct money laundering;

(9) Other acts of corruption or dishonesty.

Article 13 [Reporting Channels] We provide the following reporting channels and the channels that the whistleblower thinks are more appropriate:

(1) By QR code:



(2) By E-mail: ec@fosunholiday.com;

(3) By Telephone: 021-23300629;

(4) By Letter: Anti-corruption and Supervision of Risk Management Department, Fosun Tourism Group, located in 16th floor, Building T1, No.118 Feihong Road, Hongkou District, Shanghai, 200086;

- (5) By making an appointment to visit and report;
- (6) Other forms that the whistleblower thinks appropriate.

Article 14 [Report Contents] shall include the following main contents:

- (1) A detailed statement of the contents of the report, including but not limited to time, place, person, event and source of information;
- (2) The detailed information of the whistleblower, including but not limited to the name, position, background, or other information that is helpful to identify the person;
- (3) Names of other personnel and organizations that can prove the contents of the report;
- (4) Documents and materials that are helpful to verify the contents of the report;
- (5) The contact information of the whistleblower (except for anonymous reporting).

Article 15 [Investigation] After receiving a report, it shall be forwarded the contents of the report to the "first report recipient". All report contents and related materials will be kept in accordance with the archival management policy of Fosun Tourism Group.

Members of report evaluation members will review the content and decide whether to accept the report.

If the report is determined to be accepted, specific investigators will be assigned to complete the investigation, to ensure that appropriate channels and resources are used to complete the investigation, and to abide by the principles of fairness, impartiality and confidentiality to all parties concerned.

Article 16 [Result Processing] After the investigation being completed, members of report evaluation will complete investigation summary report according to investigation results and obtained evidence.

According to investigation summary report, the Disciplinary Committee decides whether to take remedial and punishing measures.

When appropriate, the whistleblower will be informed of investigation results by specific personnel..

Article 17 [Obstruction of Investigation and False Testimony is Strictly Prohibited] In the process of investigation and other work being carried out by the Risk Management Department of Fosun Tourism Group, if there are any acts such as uncooperative, obstructive behaviors or deliberately making one-sided or false statements, internal personnel shall be dealt with seriously according to discipline and regulations, and be listed in the "blacklist" of dishonest employees.

For suppliers or other partners, they will be listed in the "blacklist" of suppliers of Fosun Tourism Group and its subsidiaries.

If it constitutes a crime, it shall be transferred to the public security and judicial organs according to law.

Chapter III Protection and Reward of Whistleblowers and Witnesses

Article 18 [Confidentiality] Anti-corruption and Supervision and Internal Audit of Fosun Tourism Group adhere to the principle of confidentiality for reports and investigations. The personal information of whistleblowers and witnesses. All the report materials and evidence provided will be kept in strict confidentiality in all procedures of acceptance, registration, storage, and investigation to strictly prevent information leakage and loss.

Those responsible persons violating confidentiality policy will be dealt with severely, and those whose violation constitute crimes will be transferred to judicial organs according to law.

Article 19 [Anti-retaliation] It is strictly forbidden to retaliate or make false charge against whistleblowers and witnesses in any form, or they will be dealt with seriously according to the rules and regulations of Fosun Tourism Group. If it constitutes illegal acts or crimes, they will be transferred to relevant judicial organs for legal treatment; Whistleblowers and witnesses who have been retaliated or made false charge against can report to the Risk Management Department of Fosun Tourism Group. We will take appropriate measures to protect whistleblowers and witnesses according to laws and regulations.

Article 20 [Specific Protection Measures for Whistleblowers and Witnesses] For real-name reporting and truthful testimony, Fosun Tourism Group has specially set up a "Special Protection List for Whistleblowers and Witnesses", to include real-name whistleblower and truthful witnesses who provide true and valid evidence into the list, which is specially managed by the Risk Management Department of Fosun Tourism Group. Other units, departments and individuals will not have access to the list without the approval or authorization of the Board of Directors of the Group.

If the personnel in the "Special Protection List of Whistleblower and Witnesses" are employees of Fosun Tourism Group, its subordinate enterprises, incubation enterprises and invested enterprises, their salary increase, evaluation and promotion will be given priority. At the same time, regular attention will be paid to the adjustment of their work, and Risk Management Department of Fosun Tourism Group will actively proceed protection measures according to specific conditions, and resolutely prevent those personnel from being excluded in disguise, retaliated or falsely accused for reporting or testifying.

Article 21 [The Reward to Whistleblowers and Important Witnesses] In principle, the reward from Fosun Tourism Group are limited to be given to real-name whistleblowers and witnesses who testify truthfully. Fosun Tourism Group encourages insiders to actively report and testify in real names, to truthfully and objectively report corruption. The Group will reward whistleblower and important witnesses according to the final investigation results, direct losses recovered and other factors,

The reward will be paid directly to whistleblowers and witnesses by the Anti-corruption and Supervision of Fosun Tourism Group according to the approved reward scheme, so as to ensure the confidentiality of the reward for reporting and testifying.

Chapter IV Code of Ethics for Employees and Suppliers

Article 22 [Employee Code of Ethics] All employees shall actively abide by the law, faithfully safeguard the interests of the Group, work incorruptibly and be loyal to their duties, and shall not seek illegitimate interests or damage the interests of the Group by taking advantage of their authority and position. The following acts are prohibited:

(1) Violating the Group's rules and regulations, overstepping authority, slacking or failing to act in performance of duties, and damaging the Group's rights and interests or image;

(2) Engaging in personal profit-making activities, using the Group's business channels, business information, trade secrets, intellectual property rights and other resources obtained via their position ;

(3) Expending entertainment expenses or office expenses in violation of regulations and policies or misappropriating such expenses;

(4) Concealing or misrepresenting major incidents or accidents or operating results;

(5) Obtaining part-time remuneration without declaration or approval, or investing in shares or accepting performance shares of enterprises engaged in similar business or having business relationship with the Group;

(6) Accepting or soliciting property or property interests from corporations or individuals, management and service object, or accepting gifts or cash gift in violation of regulations and policies;

(7) Taking advantage of his position to embezzle, steal, defraud or misappropriate the property of the Group or secretly set up or divide small treasury;

(8) Offering property in business activities to seek illegitimate interests in violation of laws and regulations;

(9) Accepting any form of banquets from suppliers;

(10) Obtaining professional titles, academic qualifications, degrees by improper means, or engaging in other activities contrary to social morality and professional ethics;

(11) To ensure that any gift given to the government or public officials does not violate local laws and regulations;

(12) Facilitation payment to officials with the intention of expediting administrative process is prohibited;

(13) The Group prohibits political contributions in any name;

(14) Charitable donations should not affect the normal operation and business development of the company, and they should comply with relevant policies of the Group;

(15) Other acts that damage the rights and interests of the Group and its image.

Article 23 [Suppliers Code of Ethics] We require our suppliers and their employees, subsidiaries, related companies and subcontractors (collectively referred to as "Supplier") to abide by the following Code of Ethics:

(1) Supplier shall promise to strictly abide by local laws and regulations in all business dealings;

(2) Supplier shall compete fairly in business, and prevent vicious competition in any form from happening;

(3) Supplier shall actively report if discovering or suspecting any existence of immoral behavior

in business dealings;

(4) Supplier shall be honest and trustworthy, and shall not engage in or allow any form of fraud, bribery, extortion and other corruption;

(5) Supplier shall guarantee the personal information security of employees and customers, and protect the commercial confidential information of partners;

(6) Supplier shall respect intellectual property rights and shall not engage in or participate in any form of infringement;

(7) Supplier shall receive business ethics trainings and learning courses from the Group's Risk Management Department;

(8) All contracts signed between Supplier and the Group shall be set up with "Integrity Agreement" (refer to Attachment).

Article 24 [Implementation and Supervision] The supervision on the implementation of the policy shall be carried out in the following manner:

(1) All employees of the Group shall sign 'Integrity Commitment Letter' (refer to Attachment);

(2) This policy shall be included in the Group's Employee Handbook;

(3) Each department head shall be the person responsible for the implementation of this policy and include the progress of implementation in the annual debriefing contents;
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(4) The Risk Management Department assists the Board of Directors and is responsible for the supervision and review on the implementation of this policy, and also responsible for the handling of complaints and reports;

(5) Employees who abide by their commitments will received their agreed remuneration and performance bonus. Those who have outstanding achievements in integrity will be rewarded with relevant honor and promotion. For those who violates their commitments, punishment measures such as criticism, warning, supplementary payment, economic compensation, withholding bonus, demotion, dismissal, administrative punishment and dissolution of labor contract shall be applied according to relevant authorization;

(6) Conduct business audits against all business operation locations every three years, which are oriented to issues such as employee integrity, anti-corruption and business ethics;

(7) Transfer suspected crimes to public security and judicial organs.

Chapter V Measures on Cash Gift and Other Gifts for Business

Activities

Article 25 [Business Activities] Refers to external communication activities in order to realize the interests of the Group, and business activities with management and clients.

Article 26 [Prohibition of Accepting Cash Gift or Gifts] In principle, employees at all levels

shall not solicit or accept cash gift or gifts from other parties in official activities. In particular, the following gifts are absolutely forbidden to be accepted:

- (1) Any cash or cash equivalent;
- (2) Any gift deemed illegal according to local laws;
- (3) Any gift regarded as illegal bribery;
- (4) Accepting gifts from suppliers who are in bidding process;
- (5) Other gifts that may damage the reputation of the Group.

Article 27 [Cash Gift] Cash gift includes cash (rewards, intermediary fees, consulting fees, part-time allowances, etc. in various names), remittances, bills, savings certificates, stocks, bonds and other securities, etc.

Article 28 [Gift] Gifts refer to all kinds of physical objects with market prices, and also include cash equivalents with economic value such as prepaid membership cards, electronic consumption cards, shopping cards (vouchers), telephone recharge cards, pickup order, and fuel cards etc.

Article 29 [Registration of Received Gifts] For cash gift and gift that are truly difficult to refuse or the source of which cannot be traced back, the parties concerned shall submit them to the Group for unified registration.

Employees at all levels of the Group shall register and hand in cash gift and gifts within 5 working days from the date of receiving the gifts. If you are on a business trip, you should apply for registration first, and then hand in the gifts within 5 working days from the date of returning to your working locations.

When handing in gift money and gifts, employees at all levels of the Group shall fill in the “Application Form for Registration and Storage of Gifts/Materials” (refer to Attachment) and submit to the Risk Management Department for registration and filing.

After the registration in Risk Management Department, according to the types cash gift and gifts, the submitter shall hand over the cash gift to Financial Management Center, and hand over the gifts to the Administrative Support Department.

Article 30 [Responsibilities of Supervision Departments regarding Gift Management]

Risk Management Department is responsible for registering and filing the submitted cash gift and gifts, supervising the declaration, registration, handing-in and storage of cash gift and gifts, and accepting and inspecting complaints and reports.

Financial Management Center is responsible for the management of cash gift.

Administrative Support Department is responsible for setting up storage for the gifts and managing the gifts received.

Financial Management Center and Administrative Support Department are responsible for establishing and optimizing the procedures for handing over and keeping cash gift and gifts.

Article 31 [Handling of Cash Gift and Gifts] Cash gift, regardless of the amount, shall be handed over to the Financial Management Center in cash.

After being registered and handed over, gifts shall be put into storage by the Administrative Support Department, managed as administrative material. Food and supplements with a shelf life

of less than 3 months and a price of less than 500 CNY can be processed by the submitters themselves after the declaration and registration.

Article 32 [Rewards and Penalties for Employees] For employees who adhere to the policy, voluntarily registering and handing in cash gift and gifts, may be given appropriate rewards upon the decision of the Board of Directors.

For those employees who deliberately violate the policy, soliciting or failing to truthfully declare and hand in cash gift or gifts, shall be dealt with in the following circumstances:

- (1) If the amount is less than 1,000 CNY, a verbal warning shall be given;
- (2) If the amount is between 1,000 CNY to 2,000 CNY, a written warning shall be given;
- (3) If the amount is between 2,000 CNY and 5,000 CNY, a serious warning shall be given;
- (4) If the amount is between 5,000 CNY and 60,000 CNY, or those who have violated one of the first three items of this article and then violate again, even if the total amount is less than 60,000 CNY, the labor contract shall be terminated;
- (5) Those suspected of committing a crime shall be transferred to the public security and judicial organs for handling.

The amount of cash gift shall be determined by its nominal value or its own value, and the amount of gifts shall be determined by Risk Management Department through market price inquiry in combination with the actual receiving time.

Article 33 [Interpretation and Revision Department] Risk Management Department is responsible for the interpretation and revision of this policy.

Article 34 [Date of Implementation] This policy shall be implemented from the date of issuance.

Integrity Commitment Letter

All employees shall consciously abide by the law, faithfully safeguard the interests of the Group, work incorruptibly and be loyal to their duties, and shall not seek illegitimate interests or damage the interests of the Group by taking advantage of their authority and position. The following acts are prohibited:

(1) Violating the Group's rules and regulations, overstepping authority, slacking or failing to act in performance of duties, and damaging the Group's rights and interests or image;

(2) Engaging in personal profit-making activities, using the Group's business channels, business information, trade secrets, intellectual property rights and other resources obtained via their position ;

(3) Expending entertainment expenses or office expenses in violation of regulations and policies or misappropriating such expenses;

(4) Concealing or misrepresenting major incidents or accidents or operating results;

(5) Obtaining part-time remuneration without declaration or approval, or investing in shares or accepting performance shares of enterprises engaged in similar business or having business relationship with the Group;

(6) Accept and ask for any property or any other benefits or kickbacks sent by business units and individuals, as well as management and service objects during any business process; or take gifts as their own in violation of regulations;

(7) Taking advantage of his position to embezzle, steal, defraud or misappropriate the property of the Group or secretly set up or divide small treasury;

(8) Offering property in business activities to seek illegitimate interests in violation of laws and regulations;

(9) Obtaining professional titles, academic qualifications, degrees by improper means, or engaging in other activities contrary to social morality and professional ethics;

(10) Accepting any form of banquets from suppliers;

(11) Other acts that damage the rights and interests of the Group and its image.

I have read the above requirements and I promise to comply with them.

Signature: _____ Date: _____.

Attachment 2: Integrity Agreement

Integrity Agreement

Party A:

Party B:

In order to ensure fairness and openness in the process of cooperation between Party A and Party B, to maintain both Parties honesty and self-disciplined, and to prevent improper behaviors, prior to the cooperation between both Parties, it is agreed that the following guidelines of business ethics must be observed in the process of cooperation.

1. Good Faith

Honesty is the basis of cooperation between the two Parties. In the course of business dealings between the two Parties, they shall adhere to the principle of honesty and promise not to engage in dishonest acts of deception or even fraud, including but not limited to:

(1) Party B must not collude with other suppliers regarding pricing, and must not raise or lower the quotation;

(2) The documents, materials, data, statements and oral statements provided to Party A must be true and accurate. Party B must not provide false information or conceal important information;

(3) Party B must strictly abide by the commitments made to Party A, the contracts, agreements and memoranda signed by both Parties, and provide products and/or services on time with good quality and sufficient quantity.

(4) According to Party A's requirements, Party B must declare whether there is any relationship with Party A's employees (including but not limited to employees, contractors and consultants of Fosun affiliated companies, etc.) ("relationship" means that Fosun employees and their immediate family members are direct investors of suppliers);

(5) When participating in a bidding, Party B must actively declare whether there is an association relationship between Party B and other entities participating in the bidding ("association relationship" refers to the relationship between the controlling shareholder, actual controller, directors, supervisors and senior management personnel of the company or indirectly controlling enterprises, and other relationships that may lead to the transfer of interests), and must not participate in any bid rigging.

2. Resist Illegitimate interests

In order to ensure fair business competition, Party B promises not to directly or indirectly provide any form of illegitimate interest to Party A's employees for purpose of facilitating the signing or execution of contracts, or obtaining higher commercial benefits, more favorable commercial treatment, or appreciation in the securities market compared to any third party, including but not limited to:

(1) Any private benefits or gifts, including but not limited to physical objects, cash or cash equivalents, preferential treatment, and other property rights; cash equivalents including but not limited to, consumption cards/vouchers, pick up orders, shopping cards, coupons, pre-paid cards, transportation cards, mobile phone top-up cards, all types of refilling minutes, and other refillable or pre-paid cards or any other forms of valuable gift certificates or securities available for use or

consumption;

(2) Entertainment and hospitality, including but not limited to karaoke, SPA, foot bath, golf, commercial performances, tourism, commercial sports activities, catering and hospitality, etc.;

(3) Job opportunities, including but not limited to establishing labor relations, labor dispatch, outsourcing services, part-time jobs, consulting services etc., and/or the payment of any form of remuneration;

(4) Investment opportunities, to hold Party B's equity in the name of the person himself/herself or on his/her behalf by a third party. However, it is allowed to hold its equity through public securities market while the equity held is less than 5% of the equity issued, or through direct or indirect holding of funds without actual control, or through trust in which the beneficiary is not the person himself/herself or his/her affiliated person;

(5) Loans and other benefits.

Party B agrees that once the above situation occurs, Party A has the right to immediately terminate all contracts with Party B in part or in whole without being held responsible, and Party B shall pay liquidated damages to Party A, which is (a) thirty percent (30%) of the total amount of the contract; Or (b) thirty percent (30%) of the total service fee that Party A has paid to Party B; Or (c) the total amount of illegitimate interests in any form, whichever is the highest.

In this case, Party A has the right to disclose Party B's breach of contract to any third party or to the public.

3. Reporting Channels for Integrity Issues

(1) In order to support the integrity construction of both Parties, if Party A's employees solicit bribes in daily business dealings, Party B must refuse and report it to Anti-corruption and Supervision and Internal Audit of Fosun Tourism Group through the following channels. If Party B does not refuse and report Party A's employees' solicitation of bribe and meets their requirements, such behavior shall be regarded as bribery of Party B.

(2) If Party B knows/suspects that Party A's employees have violated the above agreement, please contact Party A's Anti-corruption and Supervision and Internal Audit, and Party A promises to keep the contact information confidential.

Contact Information of Anti-corruption and Supervision and Internal Audit of Fosun Tourism Group:

(1) By QR code:



(2) By E-mail: ec@fosunholiday.com;

(3) By Telephone: 021-23300629;

(4) By Letter: Anti-corruption and Supervision of Risk Management Department, Fosun Tourism Group, located in 16th floor, Building T1, No.118 Feihong Road, Hongkou District, Shanghai, 200086;

- (5) By making an appointment to visit and report;
- (6) Other forms that the whistleblower thinks appropriate.

Special Reminder: Party B acknowledges that the rights and obligations between Party A and Party B shall be subject to the written documents sealed by both Parties. Without prior written authorization, written/oral promises made by Party A's employees have no effect on Party A and Party B.

Party A:

Party B:

(Seal)

(Seal)

Attachment 3 Application Form for Registration and Storage of Gifts/Materials

Application Form for Registration and Storage of Gifts/Materials							
Number	Date	Gift Name	Quantity	Value	Reported by	Given by	Use