

KENHOME™
KENHOME GROUP

KenHome Corporation | A wholly-owned subsidiary of The Ravine of Willows, Inc.

Codes of Conduct

& Business Integrity Standards

Building what endures. Conducting ourselves accordingly.

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Approved by the Board of Directors of KenHome Corporation

Issued by the Office of the Chairman & Chief Executive Officer

Published in English | Translations available in Spanish, French, Portuguese, Mandarin, Arabic, Hindi

Message from the Chairman & Chief Executive Officer

To every member of the KenHome Group, to every partner and counterparty in our supply chain, to every client whose project we are entrusted to deliver, and to every community whose skyline, infrastructure, and built environment we shape:

KenHome was conceived to operate at the highest tier of the global construction industry. We finance, design, build, and operate complex assets across six continents — super-tall towers, hyperscale data centers, transportation systems, energy and industrial facilities, healthcare and life-sciences campuses, mixed-use districts, and mission-critical infrastructure. The capital we deploy, the workforce we mobilize, and the structures we deliver shape lives across generations. That is not a marketing claim. It is a moral obligation.

These Codes of Conduct establish the standards by which the KenHome Group conducts its business. They apply to every director, officer, and employee of KenHome Corporation and its subsidiaries, joint ventures, and consolidated affiliates. They apply, through written commitment, to every subcontractor, supplier, consultant, agent, and joint venture partner that acts on behalf of any KenHome Group entity. And they apply with no exception, in every jurisdiction in which we operate, regardless of local custom, regardless of competitive pressure, and regardless of the value of the project at stake.

The KenHome Group will refuse work that requires us to compromise these standards. We will end relationships, including profitable ones, when continuing them would compromise the integrity of our enterprise. We will report ourselves where the law and the public interest require it. We will protect those who speak up when they see something wrong. These are the conditions on which our license to operate depends. Without them, the buildings we deliver are worth nothing.

I have personally approved this Code. The Board of Directors of KenHome Corporation has formally adopted it. The Group Audit, Risk and Compliance Committee oversees its administration. The Group Chief Compliance Officer reports independently to the Audit Committee on its enforcement. None of these structures, however, replaces the obligation each of us carries every day to make the right decision, even when no one is watching, especially when the right decision is hard.

Read this Code. Apply it. Hold the person next to you to it. When in doubt, ask.

“We build what endures. We conduct ourselves accordingly.”

Ekene C. Enemo

Chairman, Founder & Chief Executive Officer

KenHome Corporation

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PART I

Foundation

1. Scope and Application

This Code of Conduct (the “Code”) sets the standards of business integrity for the KenHome Group. The KenHome Group comprises KenHome Corporation and all subsidiaries, controlled affiliates, joint ventures in which any KenHome entity holds operational control, and representative offices and project entities operating under the KenHome name (collectively, “KenHome” or the “Group”).

KenHome Corporation is an independent corporation wholly-owned by The Ravine of Willows, Inc., its parent holding company. KenHome Corporation operates with its own Board of Directors and executive leadership, and is responsible for the conduct of its own business. The Group operates through five integrated business platforms: Building Construction; Infrastructure & Civil; Investment & Real Estate Development; Engineering, Survey & Design; and New Business including data center fit-out, advanced industrial, energy transition, and digital infrastructure.

1.1 Persons and Entities Covered

This Code applies to:

- Every director, officer, employee, and contingent worker of any KenHome Group entity worldwide, regardless of location, position, or seniority (“KenHome Personnel”).
- Every subcontractor, supplier, vendor, consultant, agent, lobbyist, broker, distributor, and other third party that acts for or on behalf of, or provides goods or services to, any KenHome Group entity (“Business Partners”), bound by written commitment in master agreements, subcontracts, and supplier qualification documents.
- Every joint venture, consortium, partnership, or special-purpose vehicle in which KenHome holds operational control or is the lead participant; minority investments are required to operate to standards substantively equivalent to this Code.

1.2 Geographic and Legal Scope

This Code applies in every country and territory in which KenHome operates, including those in which we maintain a permanent presence and those in which we deliver projects on a project-specific basis. Where local law sets a higher standard than this Code, the higher standard governs. Where this Code sets a higher standard than local law, this Code governs. No business objective, project deadline,

governmental request, customer demand, or commercial pressure justifies departure from these standards.

1.3 Translation and Local Annexes

This Code is published in English. Authorized translations are issued in Spanish, French, Portuguese, Mandarin, Arabic, and Hindi, with additional language editions issued as the Group's footprint expands. Where a translation conflicts with the English original, the English version controls. Country-specific annexes addressing local law, including data protection, employment, anti-trust, and anti-corruption requirements, are issued by the Group Compliance function and form an integral part of this Code in the relevant jurisdiction.

2. Our Mission, Values, and Operating Convictions

2.1 Our Mission

To build what endures — capital assets, institutions, communities, and a built environment worthy of the generations that will inhabit them.

2.2 Our Values

KenHome operates by five values. They are not slogans. They are operating discipline.

Build to Last

We build for horizons measured in generations. The buildings, infrastructure, and institutions we create will outlive us. Decisions made today must withstand judgment a hundred years from now.

Compete Without Compromise

We compete to win, on the strength of our capability, our capital, our pricing discipline, and our reputation for delivery. We do not pay for access. We do not collude. We do not cut corners on safety or quality to recover margin.

Honor Every Commitment

When we sign a contract, we mean it. When we miss, we own it. We do not hide problems behind change orders or claims posturing. We deliver, and where we cannot, we say so early and act accordingly.

Protect People First

No project schedule, no cost target, no client demand, and no national interest justifies an unsafe condition or a violation of human dignity. People go home. Always.

Tell the Truth

In bids, in cost reports, in safety logs, in financial disclosure, in client communications, in investigations. The truth is faster than the alternative, and at our scale it is the only sustainable basis on which we can operate.

2.3 Operating Convictions

These convictions distinguish KenHome from peers and govern how we apply this Code in practice:

- We separate cold operating discipline from generosity. The Group's operating businesses run on commercial discipline. Generosity, philanthropy, and community uplift are channeled exclusively through the KenHome Foundation and the Ekene C. Enemo Global Foundation, never through the operating books.
- We do not trade integrity for scale. The size of a contract, the importance of a client, or the strategic value of a market never displaces the standards in this Code.
- We treat dignity as non-negotiable. Every person on a KenHome site — from craft worker to client executive — is treated with the same dignity. Where we cannot guarantee that, we do not work.

3. How We Make Decisions: The KenHome Integrity Test

When the right course of action is unclear, KenHome Personnel and Business Partners apply the KenHome Integrity Test. Pass all six questions and the action is permitted. Fail any one, and the action stops until escalated.

“Is it legal? Is it consistent with this Code? Would it stand up to disclosure to my colleagues, our clients, our regulators, and the public? Would I be comfortable if a journalist reported it tomorrow morning? Would the Group be proud of this decision in five years? If I am wrong, can the Group recover?”

If you cannot answer yes to all six, stop. Escalate. The KenHome Group considers escalation a sign of judgment, never of weakness. Conversely, proceeding past the Integrity Test without escalation when escalation was warranted is itself a violation of this Code, regardless of whether the underlying action turns out to be permissible.

PART II

Ethical Business Conduct

4. Compliance with Law in Every Jurisdiction

KenHome Personnel and Business Partners must comply with all applicable laws, regulations, codes, and permits in every country and territory in which they conduct business for or on behalf of the Group. This includes laws governing construction licensing and registration, building and life-safety codes, prevailing wage and labor law, immigration and work authorization, occupational health and safety, environmental protection, anti-discrimination, anti-bribery and anti-corruption, antitrust, sanctions and export control, anti-money laundering, data protection, tax, securities and disclosure, and competition law.

Compliance with the law is the floor, not the ceiling. Conduct that is technically lawful but contrary to the spirit of this Code is itself a violation of this Code. The KenHome Group is not in the business of finding legal loopholes that erode trust. Where the law is unclear, KenHome operates to the higher of (i) recognized international standards, (ii) the Group's published policies, and (iii) the standard a reasonable person would expect of a leading global construction enterprise.

If you become aware of a potential legal violation in connection with KenHome work — whether by a KenHome employee, a Business Partner, or a counterparty — you must report it through the channels described in Section 28 of this Code without delay.

5. Anti-Bribery, Anti-Corruption, and FCPA / U.K. Bribery Act / Local Law

KenHome operates with zero tolerance for bribery and corruption in any form, in every jurisdiction in which the Group operates. This applies regardless of geography, regardless of local custom, regardless of whether the counterparty is a public official or a private party, and regardless of whether the conduct is initiated by KenHome, demanded by a counterparty, or facilitated through a third party.

5.1 Governing Law

KenHome and all Business Partners must comply with all anti-corruption laws applicable to their conduct, including:

- The U.S. Foreign Corrupt Practices Act of 1977, as amended (FCPA), Title 15 U.S.C. §§ 78dd-1 et seq.

- The U.K. Bribery Act 2010.
- The OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the implementing legislation of all OECD member states in which the Group operates.
- The French Sapin II law (Loi n° 2016-1691).
- The Brazilian Clean Companies Act (Lei n° 12.846/2013).
- Anti-corruption legislation of every jurisdiction in which the Group operates, including state-owned enterprise integrity rules where applicable.

Internal Group policy in many cases sets a stricter standard than statutory minimums. Where Group policy is stricter, Group policy controls.

5.2 What Is Strictly Prohibited

KenHome Personnel and Business Partners must never, directly or indirectly:

- Offer, promise, give, request, agree to receive, or accept any payment, gift, or thing of value to obtain or retain business, secure a permit or licence, secure favorable treatment in a tender, secure a tax or customs ruling, influence an official act, or gain any other improper advantage.
- Make so-called “facilitation payments” or “grease payments” to expedite routine governmental actions. KenHome does not permit such payments anywhere in the world, even where local law tolerates them, with the sole and limited exception of payments made under demonstrable duress to protect the personal safety of a person, which must be reported to Group Compliance within 24 hours and recorded accurately in the Group's books.
- Use a third party, including a subcontractor, agent, consultant, lobbyist, broker, or joint venture partner, to make a payment that the Group could not lawfully make directly.
- Engage a third-party intermediary in any high-risk role (sales agent, government affairs, permit expeditor, customs broker, finder) without completing the Group's third-party anti-corruption due diligence and documentation requirements.
- Hire any government official, public-sector employee, or close family member of either, into a role that creates an actual or perceived conflict, without prior written approval of the Group Compliance Officer following formal conflicts review.
- Make any charitable contribution, sponsorship, or community investment that has the actual or apparent purpose of influencing a public official or a counterparty's decision.

5.3 Public Officials, State-Owned Enterprises, and Sovereign Counterparties

Special caution applies to interactions involving (i) any official, employee, or representative of any national, state, provincial, regional, municipal, or local government, (ii) any employee of a state-owned or state-controlled enterprise, (iii) any official of a public international organization, (iv) any building inspector, permit officer, customs officer, port authority official, or utility employee, (v) any candidate for political office, and (vi) any close family member of any of the foregoing.

Even modest gifts, meals, or hospitality to such persons can constitute violations and must be pre-cleared by the Group Compliance Officer in writing. Sovereign and state-owned enterprise relationships require enhanced due diligence at engagement, transaction-by-transaction monitoring, and quarterly compliance review.

5.4 Books, Records, and Internal Controls

All payments, expenses, transactions, and contractual obligations must be accurately, transparently, and contemporaneously recorded in the Group's books and records. Off-book accounts, false invoices, mischaracterized expenses, undisclosed liabilities, side letters not approved by Group Legal, and inflated or otherwise inaccurate cost claims to clients are strictly prohibited and constitute independent violations of this Code regardless of the underlying transaction.

5.5 Third-Party Due Diligence

KenHome maintains a tiered, risk-based third-party due diligence program covering screening, background investigation, beneficial ownership identification, sanctions and politically-exposed-person screening, anti-corruption certification, audit rights, and ongoing monitoring. Engagement of third parties in higher-risk categories — including, without limitation, sales agents, government affairs consultants, customs brokers, permit expeditors, joint venture partners on public-sector projects, and any party operating in high-corruption-risk jurisdictions — requires Group Compliance approval prior to contract execution and prior to any payment.

5.6 Mergers, Acquisitions, and Investments

Anti-corruption due diligence is a mandatory component of every acquisition, investment, and joint venture entered into by any KenHome entity. Pre-signing diligence covers historical conduct, books and records, third-party relationships, and pending matters. Post-closing integration includes prompt extension of the Group's compliance program, books-and-records remediation, and disclosure of pre-acquisition conduct as required by law.

6. Gifts, Hospitality, and Entertainment

Modest, infrequent gifts and hospitality may be appropriate to build commercial relationships. They must never create or appear to create an obligation, influence a business decision, or violate the recipient's employer or governing law.

6.1 General Rules

- Gifts and hospitality must be of nominal value, infrequent, and customary for the business context.
- Cash and cash equivalents (including gift cards, prepaid debit cards, cryptocurrency, and tokens) must never be given or accepted, regardless of amount.

- No gift or hospitality may be offered or accepted during an active bid, negotiation, dispute, claim, or audit involving the counterparty.
- No gift or hospitality may be offered or accepted in connection with the granting of any permit, licence, ruling, approval, or other governmental act.
- All gifts and hospitality given or received with a value greater than US\$250 per occasion, or any cumulative value greater than US\$1,000 from or to the same party in a calendar year, must be pre-approved in writing by the Group Compliance Officer or a delegated regional compliance lead, and recorded in the Group Gifts and Hospitality Register.
- Travel, lodging, and entertainment for any counterparty representative require enhanced pre-approval and documented business purpose.

6.2 Public Officials and Sensitive Counterparties

For (i) any public official, (ii) any employee of a state-owned enterprise, (iii) any official of a public international organization, and (iv) any employee of a counterparty whose own code prohibits acceptance of gifts (including hyperscale technology clients, sovereign wealth funds, multilateral lenders, and many publicly listed companies), the Group requires written pre-clearance from the Group Compliance Officer for any gift, meal, hospitality, or entertainment of any value, including those that would otherwise fall below ordinary thresholds.

7. Conflicts of Interest

KenHome Personnel must make business decisions on behalf of the Group based solely on the Group's interests, free from any actual, potential, or perceived conflict of interest.

7.1 Examples of Conflicts

A conflict of interest may exist when a KenHome employee, officer, director, or member of their immediate family (defined broadly to include spouses, domestic partners, parents, siblings, children, in-laws, and members of the same household):

- Holds an ownership, employment, advisory, consulting, or board interest in a current or prospective KenHome subcontractor, vendor, client, lender, surety, insurer, joint venture partner, or competitor.
- Awards, recommends, or influences the award of Group business to a related party.
- Engages in outside employment, consulting, board service, or business activity that competes with or relates to the Group's business.
- Accepts compensation, services, loans, gifts, favors, or other benefits from any party doing or seeking to do business with the Group.
- Diverts a corporate opportunity that came to them by reason of their KenHome role to themselves or a related party.

- Holds a personal financial interest, direct or indirect, in any matter on which the employee participates in a decision on behalf of the Group.

7.2 Disclosure Obligation

Every KenHome employee must disclose in writing any actual or potential conflict of interest at the time of hire, annually thereafter, and within five (5) business days of any change in circumstances. Disclosures are made through the Group Compliance management system and recorded in the Group Conflicts Register. Disclosure does not by itself resolve a conflict; the Group Compliance Officer, in consultation with the General Counsel where appropriate, will determine the appropriate mitigation, which may include recusal, divestiture, reassignment, monitored independence, or, in extreme cases, separation from the Group.

7.3 Outside Activities

KenHome Personnel must obtain prior written approval from their direct supervisor and Group Compliance for any outside paid employment, board service (compensated or not), advisory or consulting role, or substantial business activity. Personal investments in publicly traded passive funds and household-level diversified portfolios do not require disclosure. Investments in privately held companies in the construction, engineering, real estate, infrastructure, or related sectors do require disclosure.

8. Fair Competition, Antitrust, and Bid Integrity

KenHome competes vigorously and fairly. Antitrust and competition laws prohibit conduct that unreasonably restrains trade. The construction industry is among the most-prosecuted sectors globally for bid-rigging, market allocation, and price-fixing offenses, and KenHome enforces these standards with enhanced rigor.

8.1 Strictly Prohibited

- Bid rigging in any form, including agreements with competitors regarding which firms will bid, win, or lose specific projects; complementary or “cover” bidding; bid rotation; bid suppression; and the sharing of bid pricing or status with a competitor.
- Price fixing, including any agreement or understanding with a competitor regarding the prices, margins, escalation factors, payment terms, warranties, or other commercial terms either firm will offer.
- Market or customer allocation, including agreements with competitors to divide territories, project types, client relationships, supplier relationships, or labor pools.
- Sharing of competitively sensitive information with a competitor, including current or future pricing, bid status, cost structure, capacity, hiring plans, wage rates, or strategic plans.

- Wage-fixing, no-poach, and non-solicitation agreements with competitors regarding employee compensation, recruiting, or hiring.
- Abuse of dominant position in any market in which the Group has substantial market power, including predatory pricing, exclusive dealing, refusal to deal, and tying or bundling, in violation of applicable competition law.
- Resale price maintenance and other vertical restraints prohibited by applicable law.

8.2 Industry Associations, Pre-Qualification Consortia, and Joint Ventures

Participation in industry associations, pre-qualification consortia, and joint ventures is permitted but creates antitrust risk. KenHome Personnel attending any meeting at which competitors are present must (i) ensure a written agenda is in place, (ii) leave any meeting where prohibited topics arise and document the departure in writing to Group Compliance within 24 hours, and (iii) consult the Group Legal Department before entering any joint venture, teaming agreement, or information-sharing arrangement with a competitor. Pre-bid teaming arrangements require Group Legal review of the antitrust analysis prior to execution.

8.3 Bid Integrity

Bids submitted by any KenHome entity must be based on accurate cost estimates, achievable schedules, good-faith assumptions, and the Group's qualifications as actually held. Bid manipulation, intentional under-scoping, low-balling with intent to claim back, misrepresentation of qualifications or experience, and submission of qualifications of personnel not actually committed to the project are prohibited. Subcontractor bids received by KenHome are confidential to the procurement team and must not be shared with competing subcontractors at any tier.

9. Procurement and Public Contracting

KenHome's procurement and public-contracting activity must be honest, transparent, and based on documented merit.

9.1 Public-Sector and Sovereign Contracts

Public-sector work, including federally funded, state, provincial, municipal, sovereign, multilateral-development-bank-funded, and quasi-governmental projects, is subject to additional rules including, without limitation: the U.S. Federal Acquisition Regulation (FAR) and Defense FAR Supplement; Davis-Bacon and state prevailing wage laws; Buy America / Buy American provisions; the U.K. Public Contracts Regulations; the EU Public Procurement Directives; the World Bank, Asian Infrastructure Investment Bank, African Development Bank, and Inter-American Development Bank Procurement Guidelines and Anti-Corruption Guidelines; project labor agreements where applicable; and equivalent local rules in every jurisdiction in which the Group bids public-sector work. KenHome Personnel working on public-sector contracts must complete the additional jurisdiction-specific training required by Group Compliance prior to bid submission.

9.2 Multilateral Development Bank Projects

Projects funded in whole or in part by multilateral development banks are subject to the procurement and anti-corruption guidelines of the financing institution, including the Cross-Debarment Agreement among the World Bank, ADB, AfDB, EBRD, and IDB. Debarment by any one of these institutions has cross-institutional effect and is treated by the Group as a Group-wide existential risk. Procurement on such projects is supervised by Group Compliance with documented audit trails.

9.3 Subcontractor and Supplier Procurement

KenHome's internal procurement of subcontractors, suppliers, materials, and services must follow the Group Procurement Policy, including documented qualification, competitive solicitation where appropriate, scoring against transparent criteria, segregation of duties between requisition and approval, and post-award audit. Procurement personnel must rotate roles and territories on a defined schedule to reduce concentration risk.

10. Trade Compliance, Sanctions, and Export Controls

As a global construction enterprise operating across more than fifty jurisdictions, KenHome is subject to a complex network of trade compliance, sanctions, and export-control regimes. Violation in any one jurisdiction can produce cross-jurisdictional enforcement and existential consequences for the Group.

10.1 Sanctions Compliance

KenHome and all Business Partners must comply with sanctions administered by the U.S. Office of Foreign Assets Control (OFAC), the U.S. Department of State and Department of Commerce, the European Union, the United Kingdom (OFSI), the United Nations Security Council, and the sanctions regimes of every other jurisdiction with authority over the Group's conduct or counterparties.

KenHome will not enter into any transaction, project, partnership, or financing arrangement with any sanctioned country, region, government, entity, or individual, or with any party that is owned or controlled by a sanctioned party (including the OFAC 50 Percent Rule and equivalents), without prior written authorization from the Group Compliance Officer and the General Counsel and, where required, a specific licence from the appropriate authority.

10.2 Export Controls

KenHome's project activities may involve the export, re-export, or transfer of controlled technology, software, technical data, or hardware. Compliance with the U.S. Export Administration Regulations (EAR), the U.S. International Traffic in Arms Regulations (ITAR) where applicable, EU Dual-Use Regulation, and equivalent regimes is mandatory. Sharing of technical data with non-U.S. persons in the United States can constitute a deemed export and requires prior authorization where the data is controlled.

10.3 Customs, Duty, and Trade Documentation

Customs declarations, duty filings, country-of-origin determinations, and trade documentation must be accurate. KenHome will not undervalue, mis-classify, transship, or otherwise mischaracterize goods or services to evade duties, taxes, or trade restrictions. Customs broker relationships are subject to enhanced anti-corruption due diligence under Section 5.5.

11. Anti-Money Laundering and Counter-Terrorist Financing

Construction is a recognized vector for money laundering globally. KenHome maintains an Anti-Money Laundering and Counter-Terrorist Financing (AML/CFT) program tailored to its risk profile.

KenHome will not enter into any transaction or relationship that involves, or appears to involve, the proceeds of criminal activity or the financing of terrorism. KenHome Personnel must:

- Apply Know-Your-Counterparty (KYC) due diligence on all clients, joint venture partners, and significant suppliers, including beneficial-ownership identification.
- Identify and report “red flag” indicators including: payment from third parties unrelated to the contract, payments routed through unrelated jurisdictions, requests for cash payment, structured payments designed to evade reporting thresholds, payments to or from offshore shell entities, and counterparties unwilling to disclose ownership.
- Comply with all applicable AML reporting obligations, including Suspicious Activity Reports and Currency Transaction Reports where the Group has filing obligations.

Where KenHome receives payment in unusual form or from unusual source, the transaction is suspended and reported to Group Compliance for review prior to acceptance.

12. Tax Integrity and Transfer Pricing

KenHome pays the taxes that are properly due in every jurisdiction in which it operates, on the substance of its activities, and supports tax transparency.

KenHome's tax position is based on substance, not artifice. The Group does not engage in aggressive tax planning structures that lack genuine business purpose, the principal purpose of which is to avoid tax. Transfer pricing among Group entities follows the OECD Transfer Pricing Guidelines and arm's-length principles. The Group complies with country-by-country reporting requirements and supports the OECD/G20 Inclusive Framework on Base Erosion and Profit Shifting.

KenHome does not maintain operations in any jurisdiction listed on the EU list of non-cooperative jurisdictions for tax purposes or equivalent recognized tax-haven lists, except where it is delivering a project for a legitimate client and where the structure has documented commercial substance.

PART III

People, Rights, and Communities

13. Health, Safety, and Wellbeing

Safety is the first and non-negotiable obligation of every person on a KenHome site, in every country, on every shift. Every KenHome employee and every on-site Business Partner has both the right and the duty to stop work when an unsafe condition exists. There is no penalty, ever, for stopping work in good faith on safety grounds.

13.1 The Group Safety Standard

The Group operates to a single Global Safety Standard, harmonized to the higher of (i) the U.S. OSHA Construction Standards (29 CFR 1926), (ii) the EU Framework Directive 89/391/EEC and Construction Sites Directive 92/57/EEC, (iii) ISO 45001 Occupational Health and Safety Management Systems, (iv) the Construction Industry Council U.K. standards where applicable, and (v) the International Labour Organization Conventions including ILO 167 (Safety in Construction).

13.2 Operating Requirements

- Compliance with the Group Global Safety Standard, project-specific Site Safety Plans, and applicable national and local regulations is mandatory, not aspirational.
- All KenHome Personnel and on-site Business Partners must complete role-appropriate safety training prior to site mobilization. The Group recognizes OSHA 10/30, CSCS, IOSH, NEBOSH, and equivalent national certifications, and operates the KenHome Field Academy for harmonized internal training.
- Pre-task planning, fall protection, hot work, confined space, lockout-tagout, lifting and rigging, energized work, and all high-risk activities must follow Group Standard procedures without exception.
- All incidents, near-misses, first-aid events, and unsafe conditions must be reported the same day through the Group HSE incident management system. Concealment of an incident is grounds for immediate termination, regardless of seniority.
- The Group operates global serious-injury and fatality (SIF) prevention protocols, including learning teams, root cause analysis, and cross-Group dissemination of lessons learned.

13.3 Substance Use

KenHome project sites are alcohol- and drug-free environments. The Group maintains pre-employment, post-incident, reasonable-suspicion, and (where lawful) random drug and alcohol testing programs in accordance with applicable law and project requirements.

13.4 Mental Health and Wellbeing

Construction has globally elevated rates of suicide, addiction, and other mental health conditions. KenHome will not pretend otherwise. The Group operates an Employee Assistance Program available to all KenHome Personnel and their household members at no cost, with confidential 24/7 access in local languages, mental health and substance-use clinical referrals, and supervisor training in mental health first aid.

13.5 Public Safety

The buildings and infrastructure we deliver carry the safety of generations of users. Section 19 of this Code addresses engineering integrity. No project deadline, cost target, or commercial pressure justifies a compromise in life-safety design, materials, or workmanship.

14. Human Rights and Modern Slavery

KenHome respects internationally recognized human rights as set forth in the United Nations Universal Declaration of Human Rights, the United Nations Guiding Principles on Business and Human Rights, the International Labour Organization Declaration on Fundamental Principles and Rights at Work and the eight ILO Core Conventions, and the OECD Guidelines for Multinational Enterprises.

14.1 Strictly Prohibited

- Forced labor, bonded labor, indentured servitude, prison labor, slavery, servitude, and human trafficking in any form, on any KenHome project, by any KenHome Personnel or Business Partner, in every jurisdiction worldwide.
- Child labor. KenHome and its Business Partners will not employ any person below the legal minimum working age for the jurisdiction or below 18 for hazardous work, whichever is higher. Light work for persons aged 15 to 17 is permitted only where consistent with ILO Convention 138 and applicable national law.
- Confiscation of identity documents, passport retention, debt bondage, recruitment fees charged to workers (the “employer pays” principle), wage withholding as a means of restraint, and any other practice that restricts a worker's ability to terminate employment freely.
- Physical, sexual, psychological, or verbal abuse or harassment of workers, including threats and intimidation by KenHome Personnel, Business Partners, or third parties under their control.

14.2 Migrant Workers

KenHome operates in jurisdictions where migrant labor is a significant part of the construction workforce. The Group requires of itself and its Business Partners: ethical recruitment practices verified by independent audit; the employer-pays principle for all recruitment fees; written contracts in the worker's native language; freedom to retain personal identity documents; freedom to terminate employment and to repatriate; and equivalent terms of employment to local workers performing equivalent work.

14.3 Modern Slavery Disclosure

KenHome publishes annual Modern Slavery Statements as required by the U.K. Modern Slavery Act 2015, the Australian Modern Slavery Act 2018, the California Transparency in Supply Chains Act, the German Supply Chain Due Diligence Act (LkSG), the EU Corporate Sustainability Due Diligence Directive, and equivalent regimes. The Group's published statements describe due diligence, risk assessment, training, and remediation across operations and tier-one supply chain, with progressive deepening into tier-two and below.

14.4 Salient Human Rights Issues

Through internal assessment and external stakeholder engagement, KenHome has identified its salient human rights issues as: forced labor in construction supply chains and migrant labor recruitment; occupational health and safety; living wage and living conditions for site labor; community impact including resettlement and Indigenous Peoples' rights; and workplace harassment and discrimination. These issues are subject to enhanced due diligence and reporting under the Group Sustainability Report.

15. Labor Practices, Wages, and Freedom of Association

KenHome Personnel and Business Partners must comply with all applicable wage and hour laws, including minimum wage, prevailing wage, overtime, social-security contributions, working-hour limits, paid leave, parental leave, severance, and accurate recordkeeping. The Group is committed to paying a living wage, defined consistent with recognized methodologies (including the Anker Methodology and the Global Living Wage Coalition framework), to all directly employed personnel and to working with Business Partners progressively toward equivalent standards in the supply chain.

KenHome respects workers' rights to freedom of association and collective bargaining in accordance with ILO Conventions 87 and 98 and applicable national law. The Group will not retaliate against any worker for the lawful exercise of those rights and will negotiate in good faith with recognized representatives. In jurisdictions where the law restricts freedom of association, KenHome operates parallel mechanisms for worker voice and grievance, including elected worker representatives at the project level.

16. Equal Opportunity and a Respectful Workplace

KenHome is an equal opportunity employer in every country in which it operates. Employment decisions — hiring, assignment, compensation, promotion, training, discipline, and separation — are made on the basis of qualifications, performance, and business needs, without regard to any characteristic protected by applicable law in the relevant jurisdiction.

KenHome prohibits all forms of harassment — sexual harassment, hostile work environment, and harassment based on any protected characteristic — on every project site, in every Group facility, in every interaction. This standard applies equally to KenHome Personnel, Business Partners, clients, visitors, and any other person on a KenHome site.

All KenHome Personnel are required to complete annual respectful-workplace and anti-harassment training, delivered in the local language. Supervisors complete additional training appropriate to their role. Reports of harassment, discrimination, or retaliation are investigated promptly under the procedures in Sections 28 and 29 of this Code, with international coordination where matters span jurisdictions.

17. Communities, Free Prior Informed Consent, and Cultural Heritage

Construction is, by nature, disruptive to the communities in which it occurs. The KenHome Group accepts responsibility for managing that disruption and for delivering value to the communities in which we build.

17.1 Community Engagement

For every project of value greater than US\$50 million, the Group develops and implements a Community Engagement Plan covering: stakeholder identification, notification, accessibility, traffic and access management, noise, dust, vibration, and light management, complaints and grievance mechanism, and a single project point of contact for community concerns. The plan is published in the local language.

17.2 Indigenous Peoples and Free Prior Informed Consent

Where KenHome operations may affect Indigenous Peoples, the Group operates to the standard of Free, Prior and Informed Consent (FPIC) consistent with the United Nations Declaration on the Rights of Indigenous Peoples, ILO Convention 169 where applicable, and IFC Performance Standard 7. Engagement is conducted through legitimate representative institutions, in good faith, and with full information disclosed in accessible form.

17.3 Resettlement

Where projects require involuntary resettlement, KenHome operates to IFC Performance Standard 5, including livelihood restoration, fair compensation, security of tenure, and grievance mechanisms. The

Group will not undertake or knowingly participate in any project that involves coercive resettlement or that fails to meet recognized international standards on involuntary resettlement.

17.4 Cultural Heritage

KenHome respects tangible and intangible cultural heritage, including archaeological, historical, religious, and culturally significant sites. Project planning includes cultural heritage assessment where relevant, chance-find procedures during construction, and protocols for engagement with affected cultural communities. The Group operates to UNESCO and IFC Performance Standard 8 where applicable.

PART IV

Environment, Quality, and Engineering Integrity

18. Environmental Responsibility and Climate Action

KenHome takes responsibility for the environmental impact of our operations, our supply chain, and the buildings and infrastructure we deliver. The Group's environmental and climate commitments are set forth in detail in the KenHome Group Sustainability Report. The standards in this Section are the floor.

18.1 Operating Requirements

- Comply with all applicable environmental laws, regulations, and permit conditions in every jurisdiction in which the Group operates.
- Implement project-specific Environmental and Social Management Plans (ESMPs) including stormwater pollution prevention, dust, noise, vibration, and erosion control, in accordance with applicable national and local standards and IFC Performance Standards 1 and 3.

- Manage hazardous materials, fuels, and wastes in accordance with regulatory requirements, the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes where applicable, and Group procedures, including manifesting, labeling, and licensed disposal.
- Track and report Scope 1, Scope 2, and material Scope 3 greenhouse gas emissions, energy use, water use, waste generation and diversion, and biodiversity impacts in accordance with the Greenhouse Gas Protocol and the Group's published Sustainability Reporting framework.
- Assess and disclose climate-related risks and opportunities in alignment with the recommendations of the Task Force on Climate-related Financial Disclosures (TCFD) and the IFRS Sustainability Disclosure Standards (ISSB S1 and S2).

18.2 Climate Strategy

KenHome supports the global transition to a net-zero economy. The Group has committed to a Science Based Targets initiative (SBTi) validated near-term emissions reduction target consistent with limiting warming to 1.5°C, and to net-zero across the value chain by 2050. Detailed targets, methodology, baselines, and progress against targets are disclosed annually in the Group Sustainability Report.

18.3 Embodied Carbon and Circular Construction

KenHome supports client and design-team initiatives to reduce embodied carbon in structural concrete, steel, finishes, and mechanical-electrical-plumbing systems. Standard practices include the use of Environmental Product Declarations (EPDs), supplier engagement on low-carbon concrete and steel, certified sustainable timber, and progressive integration of circular construction principles including design-for-disassembly, materials passports, and reuse of demolition materials. The Group commits to a project-weighted-average construction-and-demolition waste diversion rate of 90% from landfill by 2030, with project-by-project disclosure.

18.4 Biodiversity, Land, and Water

KenHome operates to the principles of the Mitigation Hierarchy: avoid, minimize, restore, offset. The Group commits to no operations within UNESCO World Heritage Sites or IUCN Category I-IV protected areas without explicit client and government authorization and a published environmental management plan, and supports clients pursuing the goals of the Kunming-Montreal Global Biodiversity Framework.

19. Quality, Engineering Integrity, and Workmanship

The structures we build must perform as designed, perform safely, and perform across their intended service life. Quality on a KenHome project is engineered in, not inspected in. The KenHome Group accepts an additional, non-delegable obligation in this area: our buildings carry the safety of millions of users across decades.

KenHome Personnel must follow the project's Quality Management Plan (built to ISO 9001 standards or equivalent), the contract drawings and specifications, applicable national and local building codes, and manufacturer installation requirements. Substitutions, deviations, and changes of means and methods

must follow the project Request for Information and submittal process and must be documented and approved in writing prior to execution.

Concealment of a defect, falsification of an inspection record or test result, falsification of a daily log, falsification of a materials certificate or testing certificate, and “pencil-whipping” of a quality checklist are serious violations of this Code that may also constitute fraud, criminal negligence, or endangerment under applicable law. The Group will report material defects to the appropriate parties, including, where required, regulators and the public, even when not legally required to do so when public safety is implicated. The Group operates a Defect Reporting Hotline parallel to the general Speak Up Helpline.

PART V

Information, Assets, and Disclosure

20. Confidential Information and Intellectual Property

The Group's confidential information is a critical Group asset. KenHome Personnel and Business Partners who receive confidential information must protect it during and after their relationship with the Group.

Confidential information includes, without limitation: bid strategies, pricing, and contractual terms; client and project information; subcontractor pricing and terms; cost data and unit pricing; engineering analyses, calculations, and methods; client building security details, security systems design, network topology, and access protocols (particularly for data center, financial sector, healthcare, defense, and government projects); proprietary processes, methods, and software; M&A and investment analyses; personnel information; and any information designated confidential by the Group, by a client, or by a Business Partner.

Confidential information of clients, subcontractors, and other third parties received by KenHome under non-disclosure obligations must be handled with the same care as the Group's own confidential information and used only for the purpose for which it was disclosed.

Inventions, improvements, designs, software, and other intellectual property developed by KenHome Personnel within the scope of their employment, on Group time, or using Group resources are the

property of the Group, subject to applicable law and any written agreement to the contrary. KenHome respects the intellectual property of others, including software licenses, design copyrights, and patents.

21. Data Privacy and Information Security

KenHome is responsible for the protection of personal information, project data, and client data entrusted to us. The Group operates a global Information Security Program tailored to its role as a contractor on highly sensitive projects, including hyperscale data centers, financial sector, healthcare, life sciences, defense, government, and critical infrastructure work.

21.1 Privacy Compliance

The Group complies with applicable privacy laws including the EU and U.K. General Data Protection Regulation (GDPR), the U.S. state privacy statutes (CCPA/CPRA and equivalents), Brazil's LGPD, China's PIPL, India's DPDP, and equivalent regimes worldwide. Cross-border data transfers are managed through approved transfer mechanisms including Standard Contractual Clauses, Binding Corporate Rules where applicable, and adequacy determinations.

21.2 Information Security Standards

The Group's Information Security Program is aligned to ISO/IEC 27001, NIST Cybersecurity Framework, and applicable client-specific requirements. KenHome Personnel and Business Partners must:

- Use Group-issued or Group-approved devices, networks, and applications for Group business.
- Protect login credentials, use multi-factor authentication, and follow Group access-management policies.
- Promptly report any actual or suspected security incident, lost or stolen device, phishing attempt, or unauthorized disclosure of information to the Group Security Operations Center within four (4) hours of discovery.
- Honor data classification, retention, and access controls, particularly for client information governed by NDAs, project security plans, regulatory requirements, or sovereign-data residency rules.

21.3 Project-Specific Security

Hyperscale data center, financial sector, healthcare, defense, and government clients impose project-specific security requirements that may include personnel security clearance, controlled-area access protocols, network segmentation, and prohibition on the use of certain technologies, devices, and personal effects on site. KenHome contractually assumes responsibility for these requirements and will not knowingly accept work that requires standards we cannot operationally support.

22. Accurate Books, Records, and Disclosure

Every entry in the Group's books, records, and reports must be accurate, complete, and timely.

This obligation applies to financial statements; cost reports; time sheets; daily logs; safety reports; quality records; environmental records; time-and-materials tickets; change orders; applications for payment; lien waivers; certified payrolls; sustainability disclosures; tax filings; customs declarations; public-procurement certifications; and any document submitted to a client, lender, surety, government authority, regulator, auditor, insurer, or the investing public.

KenHome Personnel and Business Partners must not falsify, omit, mischaracterize, backdate, or alter any record. The Group will retain records in accordance with the Group Records Retention Schedule and applicable law. Destroying or altering records that are subject to a litigation hold, regulatory hold, or pending investigation is prohibited and may itself constitute obstruction.

23. Insider Information and Trading

KenHome works with publicly traded clients, subcontractors, lenders, suppliers, and joint venture partners across multiple capital markets. In the course of our work, KenHome Personnel may receive material non-public information about these companies, including information about acquisitions, divestitures, major project awards, project losses, financial performance, regulatory matters, or operational matters.

KenHome Personnel must not (i) trade in the securities of any company while in possession of material non-public information about that company obtained through KenHome, or (ii) disclose, or "tip," such information to any other person who could trade on it. These prohibitions apply equally to securities of KenHome's clients, joint venture partners, subcontractors, and suppliers, and they apply across all jurisdictions in which the Group or its counterparties have securities listed.

24. External Communications, Media, and Investor Relations

Public statements made on behalf of the KenHome Group must be accurate, consistent, and authorized.

Only the Chairman & Chief Executive Officer, the Group Chief Financial Officer, the Group Head of Communications, the Group Head of Investor Relations, and other persons specifically designated in writing by the CEO are authorized to speak on behalf of the Group to media, investors, lenders, sureties, regulators, public officials, or the public.

KenHome Personnel must not use Group name, logos, trademarks, project images, or client information on personal social media, blogs, or other public platforms without prior written approval from the Group Communications team. Project security clauses in client contracts may further restrict the disclosure of project location, scope, design, or images, particularly for data center, defense, government, and financial sector clients. Disclosure obligations to securities markets are governed by Group disclosure policies and applicable law and are administered by Group Investor Relations and the General Counsel.

PART VI

Partners and Supply Chain

25. Subcontractor and Supplier Standards

KenHome's subcontractors and suppliers are an extension of the Group's reputation, operations, and risk surface. Compliance with this Code, or with a Business Partner's own equivalent code, is a condition of doing business with the Group.

Every Business Partner is required to:

- Acknowledge this Code, or its own equivalent, in writing, prior to onboarding.
- Maintain insurance, bonding, licensing, and registration in accordance with the requirements of each KenHome project and the Group's master agreement.
- Comply with all applicable laws, including but not limited to: anti-corruption (FCPA, U.K. Bribery Act, OECD Convention, local equivalents); modern slavery and forced labor; immigration and work authorization (E-Verify in the U.S. where required, equivalent verification elsewhere); prevailing wage and labor laws; OSHA and equivalent occupational health and safety regimes; environmental laws; sanctions and export controls; and data protection laws.
- Flow these standards down to their own lower-tier subcontractors and suppliers, and verify compliance to the extent of their reasonable control.
- Cooperate with KenHome compliance audits, site safety audits, environmental audits, human-rights audits, and investigations.
- Maintain accurate books, records, and reports, with audit access on demand.

KenHome maintains the right to audit Business Partner compliance with this Code, including by reviewing books and records, by conducting on-site assessments, and by engaging independent auditors. Material violations may result in suspension, termination of contracts and master agreements, removal from the Group's approved-vendor list, disqualification from future Group work, recovery of damages, and referral to law enforcement or regulators where warranted.

26. Joint Ventures, Consortia, and Strategic Partners

Joint ventures, consortia, and strategic partnerships extend the Group's capability into markets and project types that are otherwise inaccessible. They also extend the Group's exposure. Every joint venture and consortium engagement is subject to:

- Pre-formation due diligence, including anti-corruption, sanctions, ownership, financial, technical, and reputational diligence, with documented results retained for the duration of the partnership plus the Group records retention period.
- Written governance, including clear authority limits, decision-making procedures, books-and-records access, audit rights, exit rights, and termination triggers in the event of compliance violations.
- Application of the higher of the partners' compliance standards in any operational matter, with this Code as the floor.
- Periodic compliance review and a formal annual recertification by the partner of compliance with the joint venture's compliance program.

KenHome will not enter, and will exit, a joint venture or strategic partnership in which the partner refuses to operate to standards substantively equivalent to this Code.

PART VII

Civic and Political Conduct

27. Political Activity, Lobbying, and Charitable Giving

KenHome respects the right of every employee to participate in the political process of their own country, in their personal capacity, on their own time, and with their own resources.

Group funds, facilities, equipment, or personnel time may not be used to support any political candidate, party, political action committee, ballot initiative, or political contribution, except through programs explicitly approved by the Board of Directors of KenHome Corporation and operated in

compliance with applicable law in the relevant jurisdiction. In jurisdictions where corporate political contributions are prohibited or restricted, KenHome maintains the more restrictive rule.

Lobbying activity on behalf of the Group must be coordinated through and pre-approved by the Office of the General Counsel. All lobbying registrations and disclosures required by law in every jurisdiction must be filed accurately and on time. Engagement of external lobbyists, government affairs consultants, and similar third parties is subject to enhanced anti-corruption due diligence under Section 5.5.

Charitable giving by the Group is administered through the KenHome Foundation and the Ekene C. Enemo Global Foundation in accordance with their respective governing documents. KenHome Personnel may not direct charitable contributions to organizations in which they or their immediate family have a beneficial or controlling interest without disclosure and approval. Charitable giving must never have the actual or apparent purpose of influencing a public official, a regulator, or a counterparty's decision.

PART VIII

Governance, Enforcement, and Administration

28. Speak Up: Reporting Concerns and Non-Retaliation

If you see, suspect, or experience conduct that may violate this Code, the law, or the Group's policies, you have an obligation to report it. Reporting promptly protects people, protects the Group, and is the only path to fixing the problem.

28.1 How to Report

Concerns may be reported through any of the following channels:

- Your direct supervisor or any manager in your reporting chain.
- Your local or regional Compliance lead.
- The Group Compliance Officer or the Group General Counsel.

- The KenHome Group Speak Up Helpline, operated by an independent third-party provider, available 24 hours a day, 7 days a week, by toll-free phone (with country-specific local numbers), encrypted online portal, and mobile application, with anonymous reporting permitted where allowed by law, and intake supported in over 100 languages.
- Any member of the Audit, Risk and Compliance Committee of the Board of Directors of KenHome Corporation, directly, by communication marked “Confidential — Audit Committee.”

28.2 Non-Retaliation

KenHome strictly prohibits retaliation, in any form, against any person who in good faith reports a concern, raises a question, refuses to participate in conduct that violates this Code, or cooperates in an investigation. Retaliation includes termination, demotion, reassignment, schedule changes, undesirable assignments, threats, exclusion, social ostracism, and any other adverse action linked to the protected conduct. Retaliation is itself a serious violation of this Code, subject to discipline up to and including termination, regardless of the seniority of the retaliator.

28.3 Confidentiality and Whistleblower Protection

Reports are handled with the maximum confidentiality consistent with conducting a thorough investigation and complying with legal obligations. Information is shared only with those who need it to investigate and resolve the matter. The Group complies with applicable whistleblower protection laws, including the EU Whistleblower Directive, the U.S. Sarbanes-Oxley and Dodd-Frank whistleblower provisions, the U.K. Public Interest Disclosure Act, and equivalent regimes worldwide.

29. Investigations, Discipline, and Enforcement

All reports of suspected violations are investigated promptly, thoroughly, and impartially under the supervision of the Group Compliance Officer and, where appropriate, the General Counsel and the Audit, Risk and Compliance Committee. Investigations of senior leadership are conducted under the direct oversight of the Audit Committee, with external counsel where appropriate to ensure independence.

KenHome Personnel are required to cooperate fully and truthfully with internal and external investigations. Failure to cooperate, providing false information, destroying evidence, intimidating a witness, or obstructing an investigation are independent grounds for discipline up to and including termination.

Substantiated violations of this Code result in proportionate discipline, which may include written warning, reassignment, demotion, loss of bonus, equity vesting forfeiture, clawback of prior compensation, suspension, termination of employment, termination of subcontracts and master agreements, removal from approved-vendor lists, recovery of damages, and referral to law enforcement or regulators where warranted. Senior leaders are held to a higher standard, not a lower one, and the Group will not tolerate “too big to fire” or “too good to discipline” as defenses.

KenHome will report violations to clients, regulators, and other authorities where required by law, contract, or the public interest, and will participate in cross-jurisdictional regulatory cooperation including, where applicable, OECD Working Group on Bribery procedures and multilateral development bank cross-debarment frameworks.

30. Governance and Code Administration

This Code is owned by the Board of Directors of KenHome Corporation and is administered on a day-to-day basis by the Group Compliance Officer of KenHome Corporation, who reports functionally to the Audit, Risk and Compliance Committee.

30.1 The Group Compliance Function

The Group Compliance Officer is supported by Regional Compliance Officers in each operating region (Americas, EMEA, Asia-Pacific, Middle East & Africa, and project-specific designations), and by domain-specialist leads in anti-corruption, trade and sanctions, human rights, data privacy, and ethics and investigations.

30.2 Responsibilities of the Compliance Function

- Maintain and update this Code, supporting Group policies, and country-specific annexes.
- Deliver training on this Code at hire and annually thereafter, in local languages, with role-based and risk-based training for higher-risk functions and jurisdictions.
- Operate the Group Speak Up Helpline and the case management system.
- Lead investigations and ensure consistent disposition across regions.
- Conduct enterprise-wide compliance risk assessments at least annually, with deeper-dive assessments on emerging risks (including, currently: AI and large-language-model use in operations, supply-chain modern slavery, climate-related disclosure, and trade and sanctions).
- Report Code-related metrics to executive leadership monthly and to the Audit, Risk and Compliance Committee quarterly, including reports received, investigations opened and closed, substantiated violations, disciplinary actions taken, third-party due-diligence outcomes, training completion rates, and trend analysis.
- Recommend updates to this Code at least annually, with formal Board adoption of any material amendment.

30.3 Compensation, Performance Management, and Code Compliance

Compliance with this Code is a documented component of every KenHome Personnel performance evaluation and a stated condition of variable compensation, equity awards, and promotion. Compliance failures may result in compensation forfeiture and clawback consistent with the Group's compensation policies and applicable law.

30.4 Waivers

Waivers of any provision of this Code for an executive officer or director require the prior written approval of the Audit, Risk and Compliance Committee and will be promptly disclosed where required by law or applicable listing standards.

31. Acknowledgement

Every member of KenHome Personnel and every Business Partner is required to acknowledge this Code in writing at onboarding and annually thereafter. The acknowledgement form, recorded in the Group compliance system, reads:

I have received and read the KenHome Group Codes of Conduct. I understand it. I agree to comply with it in my work for or on behalf of any KenHome Group entity. I understand that violations of this Code may result in discipline up to and including termination of employment or termination of business relationship, may be reported to clients, regulators, and law enforcement, and may give rise to civil and criminal liability. I agree to report in good faith any violation of this Code that I observe or suspect, and I understand that the Group will protect me from retaliation for doing so.

Questions about this Code should be directed to:

- Group Compliance: compliance@kenhome.group
- Group Speak Up Helpline: 1-800-KH-ETHIC (toll-free U.S.); local toll-free numbers and online portal at speakup.kenhome.group, available 24/7.
- Audit Committee correspondence: auditcommittee@kenhome.group, marked “Confidential — Audit Committee.”

“We build what endures. We conduct ourselves accordingly.”