
ZTT Compliance Rules for Due Diligence on Third Parties

CHAPTER I. General Provisions

Article 1. In accordance with relevant Chinese laws, rules and regulations, and those of countries where Jiangsu Zhongtian Technology Co., Ltd. (hereafter as “**Company**”) operates its business (hereafter as “**applicable laws**”) as well as the *Compliance Guidelines, Employees’ Code of Conduct of Conduct* and other compliance regulations and requirements of the Company (hereafter as “**ZTT Compliance Rules**”) and the environments where the Company operate, this Rules have been hereby formulated to further regulate the management of the third parties.

Article 2. The Compliance Rules apply to the business activities carried out by the Company, **as well as** its domestic and foreign controlled subsidiaries (hereafter as “**Subsidiaries**”), **with the Third Parties**. All such operations will be supervised in connection with their implementation of the Compliance Rules by the Compliance Standard Department on behalf of the Company.

The Compliance Rules on Procurement apply to the Due Diligence on Suppliers in procurement activities carried out by the Company and Subsidiaries.

Article 3. The Compliance Rules apply to all Employees of the Company and Subsidiaries.

Article 4. Definitions

I. “**Compliance**” means the adherence of the requirements of applicable laws, international conventions, Code of Conducts of International Organization, regulatory provisions, industrial standard, business practices, ethics and the Company’s articles of association and rules and regulations by the Company and its Subsidiaries in their regular course of business.

II. “**Compliance Risks**” refers to the possibility that legal sanctions, administrative penalties, significant loss of property or reputation and other adverse effects occurs to the Company and its Subsidiaries or Employees due to their Non-compliance Conducts.

III. “**Appropriate Compliance Department**”, depending on the entities responsible for the business operations, refers to Compliance Standard Department of the Company; or Compliance Department or Compliance Officers of the Subsidiaries.

IV. “**Third Party Engagement Department**” refers to departments under the Company and Subsidiaries which are responsible for engaging a third party, generally it includes but not limited to the Purchase & Supply Division, all Business Division and other divisions of the Company and Subsidiaries which need to engage third parties.

V. “**Third Parties**” refers to all entities such as agents, advisers and other intermediaries, consultants, representatives, distributors, contractors, consortia, joint venture partners and other kind of third parties with whom it has business relationships or with whom it works to obtain orders or permits (whether an individual, partnership, corporation or unincorporated entity) engaged by the Company or any Subsidiaries in any forms or under any titles.

VI. “**Affiliated Enterprise/ Affiliated individual**” refers to legal persons or individuals who directly or indirectly control, are under controlled by or having significant influence on third parties.

VII. “**Government Organizations**” include but are not limited to state or local government departments, or the enterprises (e.g. state-owned resources companies or developers) that are owned or controlled by the State. .

VIII. “**International organizations**” refers and not limited to organizations except from sovereign state and regions, e.g. United Nations, International Monetary Fund (IMF), Organization for Economic Cooperation and Development (OECD), Multilateral Development Banks such as African Development Bank and World Bank, as well as World Trade Organization.

IX. “**Public Official**” includes but not limited to:

- i. Officials, employees, representatives of governments, and any other person acting on behalf of a government (or otherwise authorized to act under official right);
- ii. Officials, employees, or representatives of public international organizations;
- iii. Officials, employees, or representatives of political organizations or members of royal families, who exercise public authority; and
- iv. Officials and employees of public enterprises, which are enterprises over which a government or governments exercise, directly or indirectly, a controlling or dominant influence.

X. “**Red Flags**” are warning signs that a Third Party may act corruptly, or otherwise violate applicable laws, ZTT Compliance Guidelines and Employee’s Code of Conduct of Conduct and other compliance rules and requirements (collectively as “**noncompliance conduct**”).

XI. “**External Entities**” refer to institutions which can conduct independent investigation and provide assessment on credit or compliance risk.

CHAPTER II. Content and Approach for Compliance Due Diligence Process

Article 5. To mitigate the risk of potential compliance risks for the conduct of its Third Parties, the background and reputation of all prospective Third Parties acting on behalf of or assisting the Company and its Subsidiaries should be investigated by the Appropriate Compliance Department (hereinafter as “**Compliance Due Diligence**” or “**Due Diligence**”). The Company and its Subsidiaries should decide whether such Third Parties are capable of performing the work in question and will do so in a manner that fully complies with applicable laws and ZTT Compliance Rules. The procedures of engaging third parties involved in this Rules must be completed before the Third Party is originally retained and must be updated when extending or renewing a Third Party’s contract.

Article 6. A Third Party should not be authorized to provide any services on behalf of the Company and its Subsidiaries until such Third Parties has been reviewed and approved by Appropriate Compliance Department and has entered into a formal Agreement with the Company or its Subsidiaries.

Article 7. Among the areas about which the Due Diligence for Third Parties will inquire are:

1. The business justification for retaining the particular Third Party and, if multiple Third Parties will be used on a particular project or contract, the business justification for using multiple Third Parties;

2. What other contracts the Third Party has or has had with the Company or its Subsidiaries;

3. Whether only one Third Party was considered for the particular project or contract and, if so, why alternative Third Parties were not considered when it is supposed to be considered;

4. How the Company and its Subsidiaries were introduced to the Third Parties, and how the Third Party was introduced to the Company and its Subsidiaries by whom;

5. The Third Party's reputation and commitment to do business in an ethical and compliant way;

6. The potential impact on the reputation of the Company or its Subsidiaries if the Company and Subsidiaries decide to do business with the Third Party;

7. The Third Party's technical, financial, and management capacity to fulfil the contract;

8. The management of the Third Party;

9. The ownership of the Third Party, including indirect and ultimate beneficial owners;

10. Whether any owner of the Third Party has any ownership or beneficial interests in any other companies or entities and, if so, the names of those companies or entities and the nature and extent of that interest;

11. The value of the contract with the Third Party;

12. The contract's payment terms or commission structure;

13. The Third Party's financial and commercial stability;

14. The Third Party's legal status and geographic location;

15. Whether the Third Party or any of its employees, officers, directors, owners, or agents presents a conflict of interest for the Company and its Subsidiaries, or would create the appearance of such a potential conflict of interest;

16. Whether the Third Party or any of its employees, officers, directors, owners, or agents is on a prohibited persons (i.e., sanctions) list by UN, MDBs, China or other states; and

17. The Third Party's current or prior relationships with government agencies or public officials especially if the customer is a government agency.

Article 8. The Due Diligence process involves assembling substantial information about Third Parties, which should be gathered by reviewing written materials, interviewing or talking to the Third Party and its personnel, and reviewing publicly available information before fully integrating the above information.

Article 9. The Compliance Due Diligence may be carried out simultaneously with the due diligence for business, technology and finance (if any) the Company and its Subsidiaries, but the Compliance Due Diligence should be conducted independently. The Company and its Subsidiaries should not cooperate with the Third Party unless the Compliance Due Diligence process is complete, no matter if other simultaneously conducted Third Parties development processes completed or not.

Article 10. The Company and its Subsidiaries responsible for the project or activities with respect to which the Third Party is to be engaged must:

1. Have the prospective Third Party complete the Questionnaire (see Annex 2) and sign the Declaration of Compliance (see Annex 3); and

2. Review the information developed through the Questionnaire and complete the Third Party Assessment (see Annex 4) which should, among other things, set forth (i) the business justification for engaging the Third Party and (ii) the specific services the Third Party will be providing

When these steps have been completed, the Appropriate Compliance Department of the Company and its Subsidiaries must:

1. Using the Red Flag Checklist (see Annex 5), classify and assess the list of potential Red Flags and document whether any of the information contained in the Questionnaire or Third Party Assessment suggests the prospective Third Party may engage in illicit activities or other noncompliance conduct; and

2. Classify and assess the compliance risk of the Third Party candidate. If Red Flags are present, the Appropriate Compliance Department must further investigate—or instruct the responsible business unit to further investigate—until all concerns are resolved or a decision is made according to the relevant Risk Class approval chain.

Article 11. The Third Party Compliance Risks are otherwise categorized as follows:

1. Critical Risk Level which is prohibited to cooperate

Certain risks preclude any use of the Third Party under any circumstances. Such risks are:

(1) The Third Party, its parent, or any affiliated entity is listed on any prohibited list or debarred by UN or applicable local government where the Company or its Subsidiaries operate business.

(2) Any affiliated person of the Third Party, its parent, or any affiliated entity is/are listed as terrorism organizations by UN, applicable state or local government where the Company or its Subsidiaries operate business;

(3) Any current shareholder or senior management of Third Party, its parent, or its affiliated entity is/are, or in the past 10 years was/were, international or local wanted criminal[s];

(4) The Third Party does not cooperate in completing the Due Diligence Questionnaire;

(5) Any other risks in equivalent with the degree of above-mentioned risks.

2. Risk Class One refers to circumstances in which the Third Party may seriously violate the applicable laws or regulations, and cooperation with such Third Party may lead to sanctions, penalty, loss of property or reputation and other negative effect, including but not limited to:

(1) A former shareholder or member of senior management of the Third Party, its parent entity, or any affiliated entity is or, in the past 10 years was, an international or local wanted criminal; or

(2) The Third Party itself, any of the current shareholders or senior management of the Third Party, its parent, or any affiliated entity is/are currently known, suspected of being involved in any illicit activity, including corruption, fraud, monopoly, collusion, tax evasion or money laundering, or is involved in any prosecution related thereto.

(3) The Third Party, its parent, or any affiliated entity is listed on any the Company's internal blacklist.

(4) Any other risks in equivalent with the degree of above-mentioned risks.

3. Risk Class Two refers to circumstances in which although the Third Party doesn't violate the applicable laws or regulations, and cooperation with such Third Party may possibly lead to sanctions, penalty, loss of property or reputation and other negative effect, including but not limited to:

Reputation:

(1) The country or region where the project or contract involving Third Parties to be performed is listed in List of High-Risk Countries/regions published by the Company or State Commerce Department for the current year;

(2) The prospective Third Party has a poor reputation;

Relationship with government and public officials:

i. The prospective Third Party, its parent, or any affiliated entity, or any of their owners (including beneficial owners), shareholders, or management personnel used to be a public official in the last three years or has a contractual, personal or family relationship with a government agency or public officials in the location of or involved in any way with the project or business for which the Third Party is proposed to be retained;

ii. The family members or relatives of prospective Third Party, its parent, or any affiliated entity, or any of their owners (including beneficial owners), shareholders, or management personnel are public officials of government or ruling party where the project or business operate or in connection with the project or business.

iii. The Third Party candidate is designated or strongly recommended to be retained by the Company and its Subsidiaries by government agency, international organization or public officials involved in any way with the project or business;

Business capability:

i. The Third Party candidate is a natural person;

ii. The Third Party candidate is a corporation which has a short operating history, a weak corporate governance framework, or is being operated temporarily or managed by a single person;

iii. The Third Party candidate is not equipped with corresponding resources, employees to undertake the service in the Third Party Agreement, or the Third Party engages or plans to engage an unnecessary Third Party (e.g. consultant, distributor, sub-agent) or multiple agencies to perform the agreement;

iv. The Third Party candidate lacks industrial and technology experience, or it does not undertake respective business;

Payment:

i. The Third Party candidate demands payment or commission fee which is far beyond the service it provides or the risks it bears;

ii. The Third Party candidate requires a one-time payment in cash or cash equivalents;

iii. The Third Party candidate requires an irregular payment terms, e.g. payment made to countries or regions other than place of registration, business or providing service, or payment made to banks or Third Parties irrelevant with this transaction, or payment made in a third world currency, or payment made to individuals when a company provide services, or payment in the purpose of avoiding laws (e.g. tax avoidance);

iv. The Third Party candidate refuses to record the expenditure properly;

v. The Third Party candidate requests the Company and its Subsidiaries to pay it significantly greater than its expense, provides a large amount of advance payment exceeding the normal proportion or requests abnormally to significantly increase the credit;

Other circumstances:

i. The Third Party candidate does not submit a detailed written proposal regarding its relevant work plans or specific scope of services / deliverables;

ii. The Third Party candidate refuses to sign the Declaration of Compliance regarding the anti-corruption laws (see Annex 3)

iii. The Third Party candidate implicitly or explicitly guarantees the success of the project once engaged (e.g., assured the Company and its Subsidiaries winning the bid once engaged);

iv. The Third Party candidate insists on keeping its identity confidential or suggests meeting venues other than its residence country/region, country/region of the project or contract or country/region of signing the contract;

v. The Third Party candidate insists to avoid using written communications, including emails, fax, etc.;

vi. No other third party was considered by the Company and its Subsidiaries for the particular project or contract;

vii. The proposed Third Party relationship would be in the form of a joint venture, consortium, cooperation agreement, or other form of partnership or coordinated action.

4.Risk Class Three: The Third Party candidate does not meet any of the above-mentioned circumstances.

CHAPTER III. The Procedure of Compliance Due Diligence

Article 12. A contract cannot be entered between the Company and its Subsidiaries and the Third Party, and no work may be performed, until the Due Diligence process is complete. Before any agreement is entered into, a Third Party candidate must complete the Third Party Questionnaire and all associated paperwork and provide requested proving documents, from which the Appropriate Compliance Department of the Company and its Subsidiaries can form a proper appraisal of the prospective Third Party as to his ability to provide the assistance and the services proposed and his commercial reputation and integrity.

Article 13. Concurrent with the Third Party completing its portion of the Questionnaire, the Third Party Engagement Department must assist the Appropriate Compliance Department to collect, review and retain copies of the following information as requested in the Questionnaire, provided that such information may be requested consistent with applicable laws:

1. Identification (e.g., photocopy of ID card or passport) for the person who will sign the Third Party Agreement;

2. Documentation verifying the Third Party's business address or addresses where any work under the Third Party Agreement will be undertaken (e.g., copy of business correspondences);

3. Documentation evidencing the ownership (including any beneficial ownership or interest) of the Third Party (e.g., documents from the registry in the country of incorporation, or publicly available registration information (verified by the Third Party));

4. Documentation evidencing the Third Party's incorporation, registration, or other legal establishment (e.g., certificate of incorporation or business license);

5. Any required registrations, licenses, permits, or similar documentation authorizing the Third Party to carry out the business appropriately within the territory, if required by applicable laws;

6. References and other evidence of prior experience (e.g. contracts or copies of bid award, which should be verified and signed by the Third Party);

7. Documentation confirming the bank, branch, account name and number, and signatory authority (of each authorized signatory) for the account of the Third Party (e.g., letter from the bank confirming the details or a copy of a bank statement (all monetary details can be blanked out)); and

8. Documentation regarding any compliance program maintained by the Third Party, including any Code of Ethics, anti-corruption, and fair competition policies or procedures, or anything similar or related to these documents.

If any of the above information cannot be provided due to applicable laws restrictions, the Third Party candidate shall at its cost provide, at the request of

Appropriate Compliance Department of the Company and its Subsidiaries, a legal opinion in form and substance satisfactory to the request of Appropriate Compliance Department explaining the reasons of the failure to provide such information, and shall cooperate with requesting Appropriate Compliance Department to provide such additional or related information as is possible.

If the Third Party Engagement Department had already acquired the above information or documentation from the due diligence process of business, technology or finance, it should timely provide to the Appropriate Compliance Department.

Article 14. After the Third Party has submitted the Questionnaire and required documentation, the Appropriate Compliance Department shall conduct an internal review to verify the background, status and qualifications of the Third Party. The Third Party Engagement Department must also collect any additional relevant information pertaining to the Third Party that is necessary to ensure that it is capable of providing assistance and services. Besides, the Third Party Engagement Department still need to assist the Appropriate Compliance Department to verify the exact nature of the information contained in the Questionnaire. The internal review information may come from a variety of sources, including:

1. Employees of the Company and its Subsidiaries, (e.g. employees having a pre-existing relationship with the Third Party);

2. Public information available in the country of organization of the Third Party, and the country where work or services are to be performed if different (e.g., Commercial Register, companies' accounts, local news reports, publicly available industry or other reports from non-governmental organizations and international institutions such as the World Bank);

3. Credit reports (e.g., from Consulting Institution);

4. Open records searches;

5. Meetings and meeting minutes between the Company and its Subsidiaries and the Third Party; and

6. Responses to requests for information concerning the Third Party made through country or governmental authorities, to the extent feasible (e.g. embassy, consulate).

Article 15. The Third Party Engagement Department will document as completely as possible in the Third Party Assessment all information obtained regarding the Third Party. The Third Party Engagement Department must also identify the individual from the Company and Subsidiaries who have most closely interacted with the Third Party, in order to provide additional information to the Appropriate Compliance Department when necessary. Once completed, the Third Party Assessment and Questionnaire shall be submitted to the Appropriate Compliance Department for further processing and evaluation.

Article 16. After receiving the Third Party Assessment and Questionnaire, the Appropriate Compliance Department, with the assistance of the Third Party Engagement Department in all respects as may be requested, must determine whether there are any "Red Flags", review and complete the Red Flag Checklist and classify the Third Party in the appropriate Risk Class. "Red Flags" serve as a warning sign

indicating that there are illicit and noncompliance conduct against the applicable laws or ZTT Compliance Rules.

Article 17. In cases that present additional risk, the Appropriate Compliance Department may, in its discretion after consultation with Third Party Engagement Department, contact references, local embassies or commerce department to conduct any other further inquiry or engage external resources (at the expense of the Third Party Engagement Department) to conduct investigation, obtain a third party due diligence report, prior to approving the Third Party File. The existence of one or more Red Flags does not necessarily preclude the retention of the Third Party, but additional due diligence (see Annex 6 Additional Due Diligence Form) will be required to resolve or, where possible, reasonably mitigate all issues the Red Flags raise. Failure to resolve or reasonably mitigate a Red Flag shall prevent the Company and its Subsidiaries from engaging such Third Party.

Article 18. After review of the Third Party File, if no prohibitive Red Flag described above is present, the Appropriate Compliance Department of the Company and its Subsidiaries will request that the Third Party Engagement Department proceed with scheduling an interview by the compliance department/personnel of the Third Party (see Annex 7, Interview Memorandum). Prior to the Appropriate Compliance Department conducting this interview, the Appropriate Compliance Department will discuss the engagement and any potential issues with the member[s] of the Third Party Engagement Department proposing this engagement. The Appropriate Compliance Department may dispense with an interview, in its discretion, in appropriate, low-risk circumstances, but is required to document and explain this decision in the Third Party File.

Article 19. The Appropriate Compliance Department will process a Third Party File only if no prohibitive Red Flags are present, any other Red Flags are resolved or appropriately mitigated, and the Third Party File contains the completed Questionnaire, Third Party Assessment, Declaration of Compliance, Red Flag Checklist and all supporting documentation.

Article 20. Assuming the aforementioned steps are completed, the following approvals are required to be fulfilled:

1. If the compliance risk of the third party is Critical Risk Level which prohibits the cooperation, the Company and its Subsidiaries should not engage such third party;

2. For Risk Class One, business cooperation of the Company and its Subsidiaries is prohibited in principle. But the Third Party may be engaged under extraordinary circumstances if the Company and its Subsidiaries feel inclined to still engage such Third Party, and the review of the proposed Third Party by external entities is conducted and the external resource determines that the compliance risk posed by the proposed Third Party has been sufficiently mitigated (e.g. by severing its relationship with the individual or affiliate which caused the Third Party to be categorized in Risk Class One, or the Company and its Subsidiaries will limit the relationship with such Third party in a certain range), and recommends that discretion can be exercised regarding engaging the Third Party, with the approval of the person in charge in the Company and its Subsidiaries in charge of the relevant business, the Chief Compliance Officer (CCO) of the Company;

3. For Risk Class Two, approvals from the Appropriate Compliance Department of the Company and its Subsidiaries are required;

4. For Risk Class Three, the Company and its Subsidiaries may directly engage, provided that the Appropriate Compliance Department still needs to file and record the Third Party.

Article 21. Each step in the Due Diligence process must be documented properly. All information obtained regarding the Third Party, and all process and method to obtain such information should be recorded in a “Third Party File”. If the information is obtained orally, it should be reduced to a written memorandum or e-mail as soon as possible. The original and a complete copy of the Third Party File should be maintained and periodically organized by the Appropriate Compliance Department of Company and its Subsidiaries.

CHAPTER IV. Engagement of Third Party and Payment

Article 22. Once a Third Party has been approved, the Company and its Subsidiaries must enter into a formal engagement agreement with the Third Party (“Third Party Agreement”). Such Third Party Agreement is governed by ZTT Compliance Rule on Contracts in addition to this *Rules*. The Third Party Agreement should be signed by the Third Party Engagement Department or its designee with the authorization from the Company and its Subsidiaries. The Third Party Agreement must detail the scope of work for the proposed engagement and the compensation rate and terms. In addition, the Third Party Agreement must include the Standard Terms of Compliance Protection prescribed in ZTT Compliance Rules on Contracts, and before formal engagement, the Company and its Subsidiaries must provide a copy of ZTT Employee’s Code of Conduct of Conduct and ZTT Compliance Rules on Gifts and Hospitality to the Third Party with corresponding explanation for the Third Party to comply with it.

Article 23. Before payment will be authorized, the Company and its Subsidiaries must obtain a valid invoice proving that the Third Party actually provided services. Any payment to the Third Party should match the terms and conditions of the Third Party Agreement, including terms related to amount of the payment, timing and location, among other things. It is the responsibility of the Appropriate Compliance Department to implement controls to ensure that payments are not made unless these criteria are met.

CHAPTER V. Compliance Records & Documentation Management

Article 24. Sufficient supporting documents must be retained for all Due Diligence conducted on Third Parties by the Appropriate Compliance Department. These documents must be fairly and accurately recorded in the appropriate accounting and financial records. Employees and Third Parties are prohibited from making false, misleading, incomplete, fraudulent, or artificial entries in the books and records of the Company and its Subsidiaries and Third Parties for the purpose of concealing Red Flags. Documents mentioned above must be maintained according to the applicable documentation policies of the Company.

Article 25. For audit purposes, Employees and Third Parties should retain copies of all Forms they submit and other documents they create.

CHAPTER VI. Discipline

Article 26. Failure to comply with this Rules will be grounds for disciplinary actions, up to and including fines, suspension of duty, and termination of employment, consistent with the Company's disciplinary process and any applicable laws.

Article 27. Employees and Third Parties violating applicable laws may risk the investigation, interrogation or prosecution by governmental investigating authorities, which may result in administrative or criminal liability for individuals or entities.

CHAPTER VI. Miscellaneous

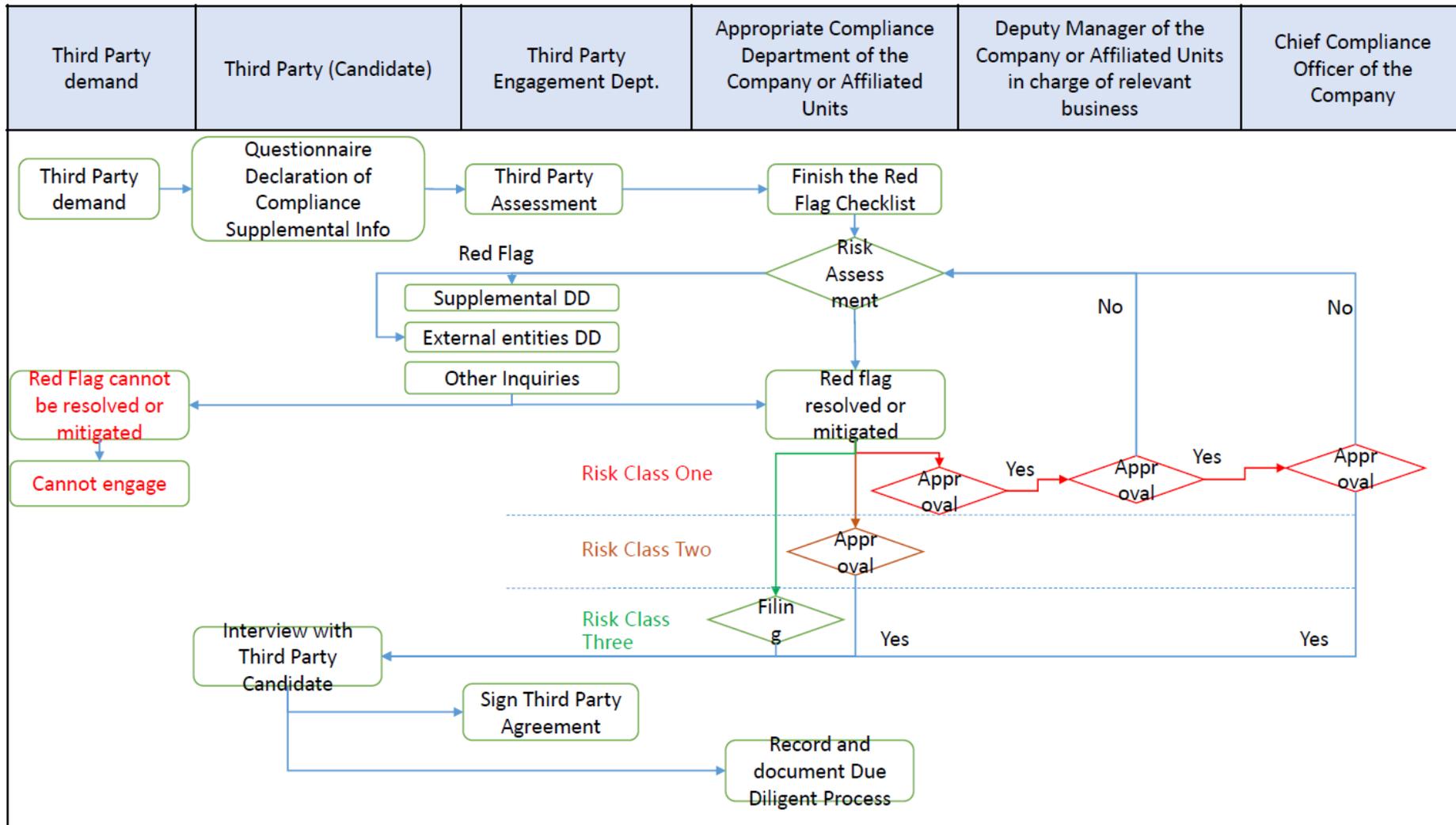
Article 28. Any questions concerning this Rules should be addressed to the Appropriate Compliance Department.

Article 29. The Compliance Standard Department of the Company, on behalf of the Company, exercises the supervision on the implementation of this Rules in its departments, and it has the ultimate right to instruct and interpret the implementation of this Rules.

Annex:

1. Flowchart of Third Party Due Diligence Process
2. Third Party Questionnaire
3. Declaration of Compliance
4. Third Party Assessment
5. Red Flag Checklist
6. Additional Due Diligence Form
7. Interview Memorandum

Annex 1. Flowchart of Third Party Due Diligence Process



Annex 2.

Third Party Questionnaire

The _____ [provide company's name] ("ZTT" or "the Company") issue this Questionnaire to review and achieve compliance with Chinese and international anti-corruption and fair competition laws and principles, including the United Nations Convention Against Corruption, the World Bank Group Integrity Compliance Guidelines, and the Criminal Law of the People's Republic of China, etc. ZTT may also use the information in this Questionnaire to perform legal analysis involving the prospective Third Party, and to address and resolve any potential compliance issues.

The questions have been tailored to seek only information that is relevant to ZTT compliance efforts and to conform to data protection and privacy requirements. Should a potential compliance concern be identified, the information collected may be transmitted to ZTT or its management and external legal counsel. ZTT will store and retain these information in accordance with Company policies and procedures.

Completion of this Questionnaire is mandatory. You may have rights to amend the relevant information after submission. If you have any questions or concerns about the above, please consult with your local ZTT contact.

NOTE: If the Third Party has completed the Questionnaire within the past twelve months, it is not necessary for the Third Party to complete a new Questionnaire. Instead, it is sufficient if the Third Party updates earlier answers with any new information that has arisen during the intervening period (e.g., change in ownership, address, etc.) and certifies continued compliance with applicable laws.

• In this Questionnaire, a "Public Official" should be broadly interpreted and includes the following at least:

1. Officials, employees, representatives of governments, and any other person acting on behalf of a government (or otherwise authorized to act under official right);
2. Officials, employees, or representatives of public international organizations;
3. Officials, employees, representatives of political parties, or members of royal families who exercise public authority; and
4. Officials and employees of public enterprises, namely enterprises over which a government or governments exercise, directly or indirectly, a controlling or dominant influence.

Continue responses to the questions below on separate sheets of paper as necessary.

I. CONTACT INFORMATION

1. Official registered name of entity and any trade names (or name of individual if sole proprietorship)

2. Address of principal place of business

3. Address where services are to be performed (if different than principal place of business)

4. Main office telephone number _____ fax number _____

5. Email address _____ website _____

II. Ownership of the Third Party

6. Form of business: (Mark “√” in the right blank):

___ Corporation (such as Inc., Ltd., GmbH, SARL, etc.)

___ individually owned (proprietorship)

___ Partnership

___ Other (if other, please explain)

7. If the entity is a corporation:

(a) Where was it incorporated?

(b) When was it incorporated?

8. If the entity is a partnership or other form of business:

(a) Where was it founded? _____

(b) When was it founded? _____

(c) By whom was it founded? _____

9. Please list each person and/or entity having a financial interest in your company. This should include all legal owners (shareholder) as well as “beneficial” owners (i.e., individuals who are entitled to or who are intended or expected to receive any portion of the payable fees or commission to the Third Party from ZTT). Note:

if your company is publicly traded, list only those holding, directly or indirectly, more than 5%.

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| 2. | 12. |
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| 7. | 17. |
| 8. | 18. |
| 9. | 19. |
| 10. | 20. |

10. Please list those individuals or entities that exercise management control over your business. Please attach to this Questionnaire an organizational chart (or detailed description) detailing your company's managerial structure if necessary.

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11. Identify any individuals or entities listed in response to questions 9 and 10 who are Public Officials (please refer to the definition at the top for who constitutes a Public Official). Describe the nature of their interest in or control over your business.

| Name | Interest |
|------|----------|
| | |

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12. Identify any individuals or entities listed in response to questions 9 and 10 that are related to any Public Official or otherwise have a close relationship (including personal and professional) with a Public Official (please refer to the definition at the top for who constitutes a Public Official). Describe the nature of their interest in or control over your business.

| Name | Interest |
|------|----------|
| | |

13. For any individuals or entities listed in response to questions 9 and 10, please provide relevant information if they are officers, directors, shareholders, partners, or beneficial owners, etc. of other companies.

III. COMPANY DESCRIPTION

14. Please provide a brief description of your business activities, including your business operations and facilities relevant to the proposed relationship (or attach a copy of a current brochure or other publication that provides such a description). If available, please attach copies of current sales brochures, annual reports, or similar documents.

15. Please state:

(a) Number of years your company or business entity has been in business _____

(b) Number of employees _____

(c) Approximate annual revenues (if any) for each of the last five years

(d) Primary markets supported _____

(e) Prior contractual relationships (if any) with ZTT or ZTT affiliates

IV. THIRD PARTIES

16. Do you plan to use any Third Parties, meaning any agent, consultant, intermediary, business promoter, business sponsor, sales consultants, sales agents, public relations consultants, custom clearing agents, financial consultants, legal advisors, and joint ventures / business partners (whether an individual, partnership, corporation, or unincorporated entity), retained or engaged to perform services under the proposed arrangement with ZTT?

___ Yes

___ No

If your answer is “yes”, for each such Third Party please provide the following information:

(1) Please state the name and address of the Third Party, describe its relationship to your company, and describe the activities it will perform.

(2) List all owners (including beneficial owners), officers, and directors of the Third Party (attach additional pages if necessary).

(3) List the managers who will be principally responsible for performing under the proposed agreement (attach additional pages if necessary)

17. Are any of the individuals listed in your responses to question 16 currently a Public Official or have they been a Public Official (as defined above) within the past three (3) years?

Yes

No

If your answer is “yes”:

(1) Please describe the government entity (agency, department, branch, committee, etc.) with which they were affiliated, list their titles and dates of service, and provide a brief description of their roles and responsibilities.

18. Are any of the individuals listed in your responses to question 16 related (i.e. a family member) to a Public Official?

Yes

No

If your answer is “yes”:

(1) Please describe the government entity (agency, department, branch, committee, etc.) with which the family member of you, your company’s owner(s), or any member of your company’s management is affiliated, and list the family member’s title and relationship to the individual (e.g. father, sister, cousin, etc.).

19. Do any of the individuals listed in your responses to question 16 have a business relationship (including joint or beneficial ownership of a company or other entity), or a professional or other association, with any Public Official who would be in a position to influence the engagement or acquisition of the Company's services or otherwise provide a commercial advantage to the Third Party or the Company?

___ Yes

___ No

If your answer is "yes":

(1) Please identify the Public Official by name, describe the relevant government entity (agency, department, branch, committee, etc.), and list the Public Official's title and the nature of the relationship with the individual (e.g. joint owners, serve on a company Board together, official or unofficial advisory role, etc.)

20. Is any Public Official or relative of a Public Official entitled to any part of any compensation or fee to be paid by the Company under the proposed agreement?

___ Yes

___ No

If your answer is "yes":

(1) Please identify the Public Official or relative by name and title, describe the relevant Government entity (agency, department, branch, committee, etc.), and set out the amount that might be transferred to the Public Official or relative.

V. REFERENCES

21. Please list the names, addresses, telephone numbers and contact names of at least three commercial references (other than your banker), including clients, who can discuss your qualifications and experience.

24. Have you or your business, or any of its directors, officers, owners (shareholders), or employees:

(a) Ever been found by a court or government agency of any country to have violated any applicable civil or criminal false statement, bribery, corruption, securities, or anti-competition law?

___ Yes

___ No

(b) Been under investigation or subject to a suit (now or within the last five (5) years) alleging fraud, bribery, collusion, or other corruption?

___ Yes

___ No

If your answer to (a) or (b) is yes, please provide details:

VII. COMPENSATION

25. Please state the range of commissions or fees paid by ZTT that you deem typical and appropriate for the work you will undertake and for the region and country where services are to be performed.

26. Please state your bank's name and address for payment including account name and number. (Here only fill in the bank account information for receiving the payment from ZTT and keep it updated with ZTT timely. Please Note that ZTT will not remit payments into any account that is not written in this section)

VIII. Documents Required

Along with the completed Questionnaire, please provide the documents requested below. Failure to provide the required documentation may delay this due diligence process and your retention by ZTT.

(1) Identification (e.g., photocopy of ID Card or passport) for the person who will be the signatory to the agreement;

(2) Documentation verifying your business address or addresses where any work under the Third Party Agreement will be undertaken (e.g., copy of business stationery);

(3) Documentation evidencing your legal and beneficial ownership (e.g., documents from the registry in the country of incorporation or publicly available registration information, which needs to be verified by signed statement);

(4) Documentation evidencing your incorporation, registration, or other legal establishment (e.g., certificate of incorporation or business license);

(5) Any required registrations, licenses, permits, or similar documentation authorizing the Third Party to carry out the business appropriately within the territory, if required by applicable law;

(6) References and other evidence of prior experience (e.g. contracts or copies of bid award, which should be verified and signed by the Third Party);

(7) Documentation confirming your bank, branch, account, and signatory authority for your account (e.g. letter from the bank confirming the details or a copy of a bank statement (all monetary details can be blanked out)); And

(8) All written codes, procedures, policies, or communications from your board of directors or senior officers addressing business ethics, including anti-corruption, fair competition, payments of commission, entertainment of, or gifts for customers or Public Officials, or related business ethics topics, etc.

Certification

On behalf of _____ (name of business entity seeking Third Party Agreement with ZTT), I hereby certify that the foregoing information is true, correct, and complete to the best of my knowledge, and represents a full disclosure of all affiliations and additional information requested by ZTT of _____ (name of business entity seeking Third Party Agreement with ZTT) with Public Officials.

I also acknowledge and agree to inform any persons identified in this completed Questionnaire about the purposes for which and manner by which their information will be collected and processed by the Company, to the extent required by applicable local law.

SIGNATURE: _____

DATE: _____

NAME: _____

TITLE: _____

PLACE _____

Annex 3.

Declaration of Compliance

The undersigned (“Third Party”) serves as a _____ [PLEASE FILL IN APPROPRIATE DESIGNATION – e.g., Consultant, Commercial Agent, Project or Sales representative, Sponsor, etc.] for _____ [PLEASE FILL IN JIANGSU ZHONGTIAN TECHNOLOGY CO., LTD. (“ZTT”) OR NAME OF SUBSIDIARY]. The undersigned hereby represents, warrants, and certifies to ZTT as follows:

1. The Third Party has received a copy of, and been informed about the ZTT Employee’s Code of Conduct. The Third Party is familiar with and understands the provisions of the United Nations Convention against Corruption and other similar anti-corruption principles, as well as all applicable laws in _____ [FILL IN NAME OF COUNTRY WHERE PROJECT OR CONTRACT WORK/SERVICES WILL BE LOCATED OR PERFORMED] relating to fair competition, bidding, and procurement.

2. While providing _____ [specify services] for ZTT, the Third Party agrees to abide by the ZTT Employee’s Code of Conduct. Specifically, the Third Party has not and will not offer, promise, arrange for, or pay, either directly or indirectly, anything of value to a Public Official for the purpose of inducing a Public Official to perform or fail to perform his official duties to assist the Third Party or ZTT in obtaining business, retaining business, or securing any improper advantage. The Third Party has not and will not, through any act, omission, or misrepresentation, knowingly or recklessly mislead or attempt to mislead another party to obtain a financial or other benefit or to avoid an obligation for itself or ZTT. The Third Party has not and will not engage in any arrangements with other parties designed to achieve an improper purpose, including colluding with another party to improperly influence a bid process for ZTT.

3. The Third Party is also familiar with and understands the provisions of all applicable anti-bribery, anti-corruption, fair competition, bidding and procurement laws of the countries in which it does business related to ZTT. The Third Party has not engaged in any conduct that violates any such laws of these countries and will perform his duties in full compliance with such legislation.

4. The Third Party declares that neither the corporate or other entity as legal person or not he represents, nor any of its executives or employees, is under current criminal investigation or has been subject to any civil or criminal enforcement actions, at home or abroad, for improper conduct relating to bribery, corruption, collusion, false statements in bidding or procurement, or violation of the laws governing business entities.

The Third Party does not have any owners or other beneficiaries that have not been disclosed in the Questionnaire (aside from beneficiaries of public companies holding less than 5% ownership).

The services the Third Party is providing or will provide to ZTT do not violate any commitments the Third Party has to any other clients, including, but not limited to any confidentiality or exclusivity agreements the Third Party has with other clients.

The Third Party agrees that if at any time the representations, warranties, and certifications herein are no longer accurate and complete, the Third Party will immediately notify [please fill in the name of ZTT or its affiliates] and provide a supplementary report detailing such change.

Signature: _____ Date:

Name [please print]: _____ Title:

Annex 4.

Third Party Assessment

I. GENERAL BUSINESS PROFILE OF THIRD PARTY

1. Third Party's Name and Trade Name

2. Contact Information (address and telephone number for company and company contact)

3. Location of incorporation and principal place of business (if it is individual, fill in the domicile and principal place of business)

4. Nature of business or service that the prospective Third Party would provide for the Company or its Subsidiaries, and the location where the services will be performed

5. Principal clients/customers of the Third Party

6. Principal Contact Person of the Company or its Subsidiaries

II. BUSINESS JUSTIFICATION AND QUALIFICATIONS

7. Description of Project (including estimated value and execution period)

8. Please provide a detailed explanation for why the services of the Third Party are needed, and why such services cannot be performed by the Company or its Subsidiary.

9. State whether other candidates were considered and rejected, and if so, the reasons for their rejection.

10. Number of employees of Third Party

11. Adequacy and strength of physical facilities

12. Financial indicators and condition

13. Relevant industry and technical experience (if necessary) (attach a CV and/or any other relevant materials received)

14. State the detailed objects and services for which the Third Party is to be appointed and the deliverables to be provided (including payment milestones, if any).

The Third Party shall provide inter alia the following support services, according to the following target and/or fixed milestones:

III. REPUTATION/REFERENCES

15. Who recommended this person/company? Please describe the circumstances by which the Third Party came to ZTT's attention, including if recommended by a customer or Public Official or relative thereto.

16. References and references' views on the Third Party's integrity (preferably confirmed in writing)

17. Is the Third Party, its owners, or managers, listed on the World Bank's publication of firms or individuals it has reprimanded or barred from participating in World Bank programs because of corruption, fraud, or collusion?

(Third Party Engagement Department should go to www.worldbank.org and search “All” for “World Bank List of Ineligible Firms”)

___ Yes

___ No

18. Results of internet or other information and news database searches regarding the prospective Third Party’s current and past activities (Third Party Engagement Department should preliminarily search for the name of the Third Party to conduct a preliminary review.)

19. Other indicators of the prospective Third Party’s general reputation for unethical or dishonest conduct through public information available in the country disclosed by Commercial Register and local press, etc.

IV. COMPENSATION AND BANK DETAILS

20. Proposed Compensation and/or Commission percentage to the Third Party...

-
21. Is the proposed compensation fair, reasonable, and within the normal range for the same country and services? Please explain and provide comparators, including from other companies if available and ethically obtained.

22. Proposed payment method and place of payment.

23. Account Holder's Name and Account Number and address of bank obtained by the Third Party Engagement Department, if different from the information given in the Questionnaire.

24. If the bank is not in the territory or country where the Third Party is registered or domiciled, and in the country where the project is located and the services are to be performed, provide an explanation.

SIGNATURE: _____ DATE: _____

NAME: _____

TITLE: _____

PLACE _____

Annex 5.

Red Flag Checklist

| Critical Risk Level which is prohibited to cooperate | Concern Exists | Does Not Exist |
|--|---------------------------|---------------------------|
| The Third Party, its parent, or any affiliated entity is listed on any prohibited list or debarred by UN or applicable local government where the Company or its Subsidiaries operate business. | <input type="checkbox"/> | <input type="checkbox"/> |
| Any affiliated person of the Third Party, its parent, or any affiliated entity is/are listed as terrorism organizations by UN, applicable state or local government where the Company or its Subsidiaries operate business; | <input type="checkbox"/> | <input type="checkbox"/> |
| Any current shareholder or senior management of Third Party, its parent, or its affiliated entity is/are, or in the past 10 years was/were, international or local wanted criminal[s]; | <input type="checkbox"/> | <input type="checkbox"/> |
| The Third Party does not cooperate in completing the Due Diligence Questionnaire; | <input type="checkbox"/> | <input type="checkbox"/> |
| Any other risks in equivalent with the degree of above-mentioned risks. | <input type="checkbox"/> | <input type="checkbox"/> |
| Risk Class One | Concern exists | Does Not Exist |
| A former shareholder or member of senior management of the Third Party, its parent entity, or any affiliated entity is or, in the past 10 years was, an international or local wanted criminal; or | <input type="checkbox"/> | <input type="checkbox"/> |
| The Third Party itself, any of the current shareholders or senior management of the Third Party, its parent, or any affiliated entity is/are currently known, suspected of being involved in any illicit activity, including corruption, fraud, monopoly, collusion, tax evasion or money laundering, or is involved in any prosecution related thereto. | <input type="checkbox"/> | <input type="checkbox"/> |
| The Third Party, its parent, or any affiliated entity is listed on any the Company's internal blacklist. | <input type="checkbox"/> | <input type="checkbox"/> |
| Any other risks in equivalent with the degree of above-mentioned risks. | <input type="checkbox"/> | <input type="checkbox"/> |

| Risk Class Two | | |
|---|--------------------------|--------------------------|
| Reputation: | Concern exists | Does Not Exist |
| The country or region where the project or contract involving Third Parties to be performed is listed in List of High-Risk Countries/regions published by the Company or State Commerce Department for the current year; | <input type="checkbox"/> | <input type="checkbox"/> |
| The prospective Third Party has a poor reputation; | <input type="checkbox"/> | <input type="checkbox"/> |
| Relationship with government and public officials: | Concern exists | Does Not Exist |
| The prospective Third Party, its parent, or any affiliated entity, or any of their owners (including beneficial owners), shareholders, or management personnel used to be a public official in the last three years or has a contractual, personal or family relationship with a government agency or public officials in the location of or involved in any way with the project or business for which the Third Party is proposed to be retained; | <input type="checkbox"/> | <input type="checkbox"/> |
| The family members or relatives of prospective Third Party, its parent, or any affiliated entity, or any of their owners (including beneficial owners), shareholders, or management personnel are public officials of government or ruling party where the project or business operate or in connection with the project or business. | <input type="checkbox"/> | <input type="checkbox"/> |
| The Third Party candidate is designated or strongly recommended to be retained by the Company and its Subsidiaries by government agency, international organization or public officials involved in any way with the project or business; | <input type="checkbox"/> | <input type="checkbox"/> |
| Business capability: | Concern exists | Does Not Exist |
| The Third Party candidate is a natural person; | <input type="checkbox"/> | <input type="checkbox"/> |

| | | |
|---|--------------------------|--------------------------|
| The Third Party candidate is a corporation which has a short operating history, a weak corporate governance framework, or is being operated temporarily or managed by a single person; | <input type="checkbox"/> | <input type="checkbox"/> |
| The Third Party candidate is not equipped with corresponding resources, employees to undertake the service in the Third Party Agreement, or the Third Party engages or plans to engage an unnecessary Third Party (e.g. consultant, distributor, sub-agent) or multiple agencies to perform the agreement; | <input type="checkbox"/> | <input type="checkbox"/> |
| The Third Party candidate lacks industrial and technology experience, or it does not undertake respective business; | <input type="checkbox"/> | <input type="checkbox"/> |
| Payment | Concern exists | Does Not Exist |
| The Third Party candidate demands payment or commission fee which is far beyond the service it provides or the risks it bears; | <input type="checkbox"/> | <input type="checkbox"/> |
| The Third Party candidate requires a one-time payment in cash or cash equivalents; | <input type="checkbox"/> | <input type="checkbox"/> |
| The Third Party candidate requires an irregular payment terms, e.g. payment made to countries or regions other than place of registration, business or providing service, or payment made to banks or Third Parties irrelevant with this transaction, or payment made in a third world currency, or payment made to individuals when a company provide services, or payment in the purpose of avoiding laws (e.g. tax avoidance); | <input type="checkbox"/> | <input type="checkbox"/> |
| The Third Party candidate refuses to record the expenditure properly; | <input type="checkbox"/> | <input type="checkbox"/> |
| The Third Party candidate requests the Company and its Subsidiaries to pay it significantly greater than its expense, provides a large amount of advance payment exceeding the normal proportion or requests abnormally to significantly increase the credit; | <input type="checkbox"/> | <input type="checkbox"/> |

| Other circumstances | Concern exists | Does Not Exist |
|---|--------------------------|--------------------------|
| The Third Party candidate does not submit a detailed written proposal regarding its relevant work plans or specific scope of services / deliverables; | <input type="checkbox"/> | <input type="checkbox"/> |
| The Third Party candidate refuses to sign the Declaration of Compliance regarding the anti-corruption laws (see Annex 3) | <input type="checkbox"/> | <input type="checkbox"/> |
| The Third Party candidate insists on keeping its identity confidential or suggests meeting venues other than its residence country/region, country/region of the project or contract or country/region of signing the contract; | <input type="checkbox"/> | <input type="checkbox"/> |
| The Third Party candidate insists to avoid using written communications, including emails, fax, etc.; | <input type="checkbox"/> | <input type="checkbox"/> |
| The Third Party candidate implicitly or explicitly guarantees the success of the project once engaged (e.g., assured the Company and its Subsidiaries winning the bid once engaged); | <input type="checkbox"/> | <input type="checkbox"/> |
| No other third party was considered by the Company and its Subsidiaries for the particular project or contract; | <input type="checkbox"/> | <input type="checkbox"/> |
| The proposed Third Party relationship would be in the form of a joint venture, consortium, cooperation agreement, or other form of partnership or coordinated action. | <input type="checkbox"/> | <input type="checkbox"/> |
| Approval Detail | | |
| The Appropriate Compliance Department of the Company and its Subsidiaries (Class One or Two) | Signature: Date: | |
| Person in Charge of the Company and its Subsidiaries (Class One) | Signature: Date: | |

| | |
|---|-------------------------|
| Chief Compliance Officer of the Company | Signature: Date: |
|---|-------------------------|

Annex 6.

Additional Due Diligence Form

Notes of Additional Due Diligence Efforts

Signature:

Date:

