

ZTT Compliance Rules on Contracts

CHAPTER I. General Provisions

Article 1. Pursuant to the relevant laws, rules, and regulations of China and other countries in which the Jiangsu Zhongtian Technology Co., Ltd. (the “**Company**” or “**ZTT**”) operates (collectively “**Applicable Laws**”) and the Compliance Guidelines, the Employees’ Compliance Code of Conduct and other compliance policies and requirements of the Company (“**ZTT Compliance Rules**”), taking into account the business environments in which the Company operates, this Rules is formulated to further standardize the compliance controls over business-related contracts.

Article 2. This Rules apply to the business activities carried out by Company and its foreign and domestic controlled subsidiaries (hereinafter as “**Subsidiaries**”). ZTT Compliance Standard Department will supervise on behalf of the Company over the implementation of this Rules by its Subsidiaries above.

Article 3. This Rules apply to all Employees of the Company and its Subsidiaries.

Article 4. Definitions

1. “**Compliance**” means the business operations of the Company and its Subsidiaries conform to the requirements of Applicable Laws, international conventions, Compliance Codes of International Organization, regulatory provisions, industrial standard, business practice, ethics and the Company’s articles of association and rules and regulations.

2. “**Compliance Risks**” refers to the possibility that legal sanction, administrative penalty, significant loss of property or reputation occurs to the Company and its Subsidiaries or Employees due to Non-compliance Conducts.

3. “**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.

4. “**Business Department**” refers to department or organization under the Company and Subsidiaries responsible for business operation and signing contracts, including but not limited to Business Divisions and Purchase & Supply Divisions of the Company and Market Department of Subsidiaries.

5. “**Management Department**” refers to department or organization under the Company and Subsidiaries responsible for contract review and contract management.

6. “**Contract**” refers to any agreement entered into by and between each unit and any natural person, legal person or other organization for establishment, alteration, or termination of a relationship of civil rights and obligations, including contract agreement, various other legal documents that have legal binding force (framework agreement, memorandum, letter of intent, and data message, etc.), and any oral agreement that is promptly settled.

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

8. **“Third Parties”** all entities such as agents, advisers and other intermediaries, consultants, representatives, distributors, contractors, subcontractors, suppliers, 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.

9. **“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.

10. **“International Organizations”** include but are not limited to the United Nations, International Monetary Fund (IMF), Organization for Economic Cooperation and Development (OECD); Multilateral Development Banks (“MDBs”) such as the African Development Bank and the World Bank, and the World Trade Organization (WTO).

11. **“Public Official”** is broadly interpreted, including 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.

12. **“Non-compliance Conducts”** refers to corruption, fraud, collusion, duress, obstruction and other misconducts which the multilateral development banks impose sanctions on, or any other non-compliance conduct.

CHAPTER II. MANAGEMENT DEPARTMENT AND ITS DUTIES

Article 5. The Company and its Subsidiaries shall have Compliance Officers in charge of compliance review on contracts. Compliance management on contracts shall be implemented throughout the following contract management process:

1. Contract drafting;
2. Contract review and signing;
3. Supervision over contents and performance of contracts; and

4. Contract documentation management.

Article 6. The Appropriate Compliance Department is responsible for the comprehensive management of contracts.

The Company's Compliance Standard Department shall have the following special functions and duties:

1. To establish a working system for compliance management of contracts with a hierarchical accountability;

2. To make clear the functions and duties of the various departments of the Company and its Subsidiaries on compliance management of contracts;

3. To make clear the functions and duties between Business Department and Management Department of the Company and its Subsidiaries on compliance management of contracts;

4. To guide, supervise, and inspect the contract compliance management work of the Company and its Subsidiaries; and

5. To formulate and update the "Standard Terms of Compliance Protection" (See Annex 1.1-Annex1.2 Standard Terms of Compliance Protection)

Responsibilities of the Appropriate Compliance Department of the Company and its Subsidiaries:

1. To design, formulate and regulate the contract management process:

- i. to regulate the due diligence investigation, review and decision-making during the preparatory stage before entering into a contract;
 - ii. to regulate the contract negotiations;
 - iii. to regulate the contract signing;
 - iv. to regulate the information data input after signing the contract;
 - v. to regulate the work for collection, sorting out and keeping materials after signing the contract;
 - vi. to regulate the contract presentation after signing the contract;
 - vii. to regulate the process for performance, payment and acceptance inspection after signing the contract and the focus of work;
 - viii. to regulate the process for modification, supplement and termination after signing the contract and the focus of work;
 - ix. to regulate the work for audit and post-evaluation of the contract; and
 - x. To regulate the complete filing of contract documentations during performance and after termination of the contract.
2. To participate in, give guidance to the Business Department during the whole process for preparation, entry into, performance and termination of a contract, and provide legal services thereto;

3. To participate in the whole process for the due diligence investigation, entry into and performance of material contracts;
4. To participate in the contract review and propose legal compliance review opinions;
5. To bring into effect the standardized management on contract compliance:
 - i. to issue, make up and improve the model texts of the contracts;
 - ii. To uniformly number the contracts.
6. To establish and improve the mechanism for prevention of contract legal risks:
 - i. to formulate work guidance on management of contract legal risks;
 - ii. to establish contract legal risk early warning mechanism, and make legal risk evaluation and analysis, alarm and prevention and control suggestions;
 - iii. to establish contract authorization approval mechanism, and to be responsible for legal compliance review of the power of attorney.
7. To establish and improve the mechanism for contract supervision and inspection:
 - i. to supervise and inspect the special management of contracts;
 - ii. to supervise and inspect the performance of contract.
8. To establish the ledger management mechanism for contract summary and analysis:
 - i. to design and formulate contract statistical form and other model texts;
 - ii. to regularly collect the contract statistical forms for the special management department;
 - iii. to be responsible for the basic summary and analysis of contracts and submit the same to the leaders of the company for their decision making;
 - iv. to summarize and promote the contract management experience.
9. To carry out IT construction for contract-related compliance:
 - i. to promote the integration of contract review and OA system;
 - ii. to achieve risk early warning and risk control of special contracts;
 - iii. to be responsible for the overall and detailed summary, analysis and search of contracts;
 - iv. to make overall and in-depth analysis of the specific information on entering into and performance of contracts based on the information data collected, summarize and analyze the micro market environment, enterprise operation and management to provide decision-making support for the strategic planning, transfer upgrading of the company,

so as to promote the overall improvement of the enterprise management level.

10. To improve the contract dispute settlement mechanism and consult with the Business Department to reduce any effect or loss brought about by abnormal performance of contract;
11. To assist relevant departments to prevent units and individuals from carrying out any activities in violation of laws and disciplines by making use of contract.

Article 7. The Business Department has the duty for special management of contracts, and has the following specific responsibilities:

1. To formulate the detailed implementation rules for special management of contracts and organize the implementation and supervision thereof;
2. To be responsible for such specific matters as the due diligence investigation, feasibility study analysis, business negotiation, draft of contract, submission for approval, authorization procedures, and execution with seals affixed on the contract dealt with by this Department;
3. To organize bidding, tendering and signing of contract;
4. To be responsible for the preliminary review of the contract dealt with by this Department, and organize to initiate the process for review and approval of contract;
5. To organize the implementation of contracts dealt with by this Department;
6. To keep contact with the Appropriate Compliance Department and the relevant Functional Department, timely reflect the dynamic change of contract performance, and strengthen monitoring on abnormal performance of contract;
7. To be responsible for the statistical analysis and registration and preservation of contracts dealt with by this Department, prepare ledgers, statements and reports on contracts, and timely submit the same to the Appropriate Compliance Department;
8. To prepare model text of business contract, which will be implemented and applied after review by the Appropriate Compliance Department;
9. To be responsible for the guidance, supervision and inspection of the special management of contracts in the business line of its own Subsidiaries;
10. To take part in the information construction of the contract management, provide and enter complete and detailed data on contract information;
11. To be responsible for the consultation, settlement of disputes over contracts, cooperate with the handling of litigation, arbitration cases and coordination of internal dispute over contract.

Article 8. The Management Department shall have the function of the department for participation in the management of contracts, and shall have the

following responsibilities for compliance management of contracts:

1. To be responsible for or participate in the review and negotiation of contract projects under the unified arrangement of the Business Department;
2. To be responsible for proposing relevant professional advisory opinions in the contract projects and provide professional technical support;
3. To participate in the credit standing investigation or due diligence investigation on the counter party as required by the Business Department;
4. To be responsible for review and countersign of the relevant contents within the scope of business duties of this Department involved in the text of the contract;
5. To participate in the supervision and guidance of the whole process for the preparation, signing, performance and termination of the contract according to the functions and duties of this Department;
6. To be responsible for the operation, entry into, maintenance and management of the business process of this Department involved in the contract management information system;
7. To be responsible for any other work that is the responsibility of or should be coordinated by this Department during the whole management process for the preparation, signing, performance, termination and filing of contracts.

CHAPTER III. COMPLIANCE REQUIREMENTS FOR CONTRACT DRAFTING

Article 9. This Rules regulate contracts in which the Company and its Subsidiaries are the parties obtaining goods or services (“Party A”) or the parties providing goods or services (“Party B”).

Article 10. All contracts to which the Company and its Subsidiaries are Party A and all third party agreements to which the Detailed Implementation Rules for Due Diligence Investigation by Third Parties apply must incorporate the “Standard Terms of Compliance Protection” (Annex 1). For all contracts to which the Company and its Subsidiaries are Party B, we must make our best efforts to incorporate the Standard Terms of Compliance Protection and document the process. The Standard Terms of Compliance Protection shall include:

1. Applicable anti-corruption laws and regulations, as well as ZTT Compliance Rules;
2. Representations and warranties regarding relationships with public officials and prohibiting the employment of public officials;

3. The definition of public officials set forth above;
4. Termination rights in the case of suspected or proven misconduct;
5. Access to any whistleblower hotline established;
6. Audit rights over contract preparation and performance; and
7. An indemnification provision for a contracting party's misconduct.

CHAPTER IV. COMPLIANCE ON CONTRACT REVIEW AND SIGNING

Article 11. All contracts must be approved by the Appropriate Compliance Department prior to execution by the Company and its Subsidiaries.

Contract review by the Company and its Subsidiaries generally include review by the Business Department, regional managers, deputy general manager of the Business Department under the management of this level, the Appropriate Compliance Department at this level. Before approval by the Appropriate Compliance Department, the contract may be submitted to other departments for review simultaneously; provided however, the Appropriate Compliance Department shall be responsible for the final approval.

The Subsidiaries can formulate their own contract review process based on this Rules and the actual circumstances of business activities.

Article 12. The compliance review of contracts by the Appropriate Compliance Department of the Company and its Subsidiaries shall include the following:

(1) For contracts with Third Parties, whether the Compliance Rules on Third Party Due Diligence has been completed. No contract may be signed with a Third Party unless and until the process prescribed by the Compliance Rules on Third Party Due Diligence has been completed and the Appropriate Compliance Department agrees that all "Red Flags" identified through due diligence have been reasonably explained, documented, mitigated or eliminated.

(2) Whether or not the scope of business stated in the proposed contract is consistent with the real situation (e.g., whether or not the scope of services and deliverables are actually required for the project);

(3) Whether or not the scope of business stated in the proposed contract violates the ZTT Compliance Rules;

(4) Whether or not the proposed contract incorporates the "Standard Terms of Compliance Protection"; and

(5) Whether or not the "Standard Terms of Compliance Protection" has been amended (and, if so, why).

(A sample Compliance Officer's Contract Review Form is attached in Annex 2).

Article 13. No material amendment shall be made to the Standard Terms of Compliance Protection without prior approval of the Company's Chief Compliance

Officer.

Article 14. According to the result of contract review, the Appropriate Compliance Department of the Company and its Subsidiaries shall assess the potential compliance risks in the contract, require any additional preventative measures, make such suggestions as modifications, supplements or not signing the contract, and notify the Business Department of its advices and decisions. If the Business Department refuses or fails to take the advice or to follow any decision for any reason, the Appropriate Compliance Department shall firstly consult with the Business Department to reach consensus. If they still cannot reach consensus through consultation, the Appropriate Compliance Department shall promptly report the same to the deputy general manager of the Business Department under the management of this level and the Chief Compliance Officer of the Company.

Article 15. Contract compliance review under this Rules is parallel to the contract approval procedures required under the business, legal and compliance policies of the Company and its Subsidiaries. Where there is any different provision, the more rigid provision shall apply.

CHAPTER V. COMPLIANCE SUPERVISION OVER CONTRACT CONTENTS AND PERFORMANCE

Article 16. After a contract is entered into and becomes effect, all obligations under the contract must be strictly performed, and rights under the contract must also be legally exercised by the Business Department of the Company and its Subsidiaries.

Article 17. After the contract has been signed and come into effect, the Appropriate Compliance Department should reasonably monitor the contract performance on a regular basis, through sampling or other method of review. Any compliance issues found in contract performance must be promptly reported by the Appropriate Compliance Department to the Vice General Manager in charge of the Business Department under the management of this level, and the Chief Compliance Officer of the Company.

Any compliance issue that involves compliance risks shall be assessed and processed according to the risk level and approval process of the relevant business.

Article 18. During the signing and performance of a contract, the following conducts are strictly prohibited:

1. Failure to sign a written contract as required with any entity other than those of each unit or failure to actually perform the contract;
2. Entering into a contract without going through the review and approval procedures as required;
3. Failure to conduct the procedures for review and approval during modification, transfer, supplement and termination of a contract;

4. The person signing the contract does not obtain the authorization or exceeds its scope of authorization;

5. The contract is not listed in the plan and the capital budget;

6. The signature and seal of the contract do not comply with the requirements;

7. The subject that actually performs the contract is not consistent with the subject entering into the contract, or the contract violates laws and regulations, rules and regulations of each units or the provisions of the relevant clauses of the contract;

8. Other circumstances in violation of the rules and regulations of the Company and its Subsidiaries.

Article 19. Any objection letter or notification associated with compliance management to the other party or parties to a contract, or any document responding to any objections received from the other party or parties, or the drafted objection or response by an employee shall be reported to the Business Department and filed with the Appropriate Compliance Department of the Company and its Subsidiaries.

Article 20. If the contract is unable to be fulfilled completely or partially, or there is any other dispute, the Business Department of the Company and its Subsidiaries shall promptly report such circumstances to the Appropriate Compliance Department at this level, and the deputy general manager of the Business Department. Remediation measures should be discussed and taken, as necessary or appropriate, in order to reduce losses caused to the Company and its Subsidiaries.

Article 21. No contract that has taken effect shall be modified, supplemented or terminated without the approval of the Appropriate Compliance Department of the Company and its Subsidiaries.

CHAPTER VI. RECORDS AND DOCUMENTATION MANAGEMENT

Article 22. Contracts will be maintained and recorded in accordance with the contract management rules and procedures of the Company and its Subsidiaries.

Article 23. The Appropriate Compliance Department of the Company and its Subsidiaries shall review the contract files and contract ledgers on a regular basis, no less than once a year, to ensure the completeness and effectiveness of contract documentation management. Compliance Officers shall also review contract files to identify any problems in drafting the provisions of contract, which should be informed to responsible departments through internal communications or training or amended at the time of redrafting the contract.

Article 24. Employees are prohibited from making inaccurate, false, incomplete, or misleading entries in the books and records of the Company or its Subsidiaries.

Article 25. Employees should retain copies of all forms they submit and other documents they create under this Rules for audit purposes.

CHAPTER VII. DISCIPLINE

Article 26. Failure to comply with this Rules will be subject to disciplinary action in accordance with the company's disciplinary process and any Applicable Laws.

CHAPTER VIII. SUPPLEMENTARY PROVISIONS

Article 27. Any questions concerning this Rules should be addressed to the Appropriate Compliance Department of the Company and its Subsidiaries.

Article 28. The Compliance Standard Department of the Company shall make supervision on behalf of the Company over the implementation of this Rules by its Subsidiaries, and has the right to give final guidance to the implementation of and to interpret this Rules.

Annex:

Annex 1.1: Standard Terms of Compliance Protection (The Company or its Subsidiaries as Party A)

Annex 1.2: Standard Terms of Compliance Protection (The Company or its Subsidiaries as Party B)

Annex 2: Compliance Officer's Contract Review Form

Annex 1.1: (The Company or its Subsidiaries as Party A)

Standard Terms of Compliance Protection

The parties agree that this Standard Terms of Compliance Protection constitutes an important part of the contract between the parties and the parties shall abide by this Standard Terms of Compliance Protection.

1. Definition of Public Official

“Public Official” is broadly interpreted in this Standard Terms of Compliance Protection, including but not limited to:

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

2. Compliance with Anti-Corruption Laws

Party B represents, warrants, and covenants that, in relation to the activities or transactions contemplated by this Agreement Party B and Party B’s affiliates, subsidiaries, directors, officers, employees, agents, consultants, contractors, designees, ultimate beneficial owners, and shareholders, and all other persons or parties acting on Party B’s behalf, directly or indirectly, have not violated and will not violate, or cause Party B to violate, the prohibitions of the Criminal Law of the People’s Republic of China, the United Nations Convention Against Corruption, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (as implemented by its signatories), or any other applicable anti-corruption, anti-fraud, anti-collusion or fair competition law (collectively, the “Anti-Corruption Laws.”) Specifically, Party B represents, warrants, and covenants that neither Party B nor any of Party B affiliates, officers, directors, employees, agents, consultants, contractors, designees, ultimate beneficial owners and shareholders, nor any other person or party acting on Party B’s behalf, directly or indirectly, have made and will not make the following activities:

- A. To any public official or to any other person or entity if such payments or transfers would have the purpose of:
 - i. Improperly influencing any act or decision of a public official;
 - ii. Inducing any public official to do or omit to do an act in violation of that public official’s lawful duty;

- iii. Inducing any public official to use his or her influence directly, or with a domestic or foreign government or instrumentality thereof, to affect or influence any act or decision of such government or instrumentality; or
 - iv. Improperly assisting Party A or Party B to obtain or retain business or otherwise to secure any improper advantage; or
- B. To any person, whether or not a public official, if such payments or transfers would have the purpose of:
- i. With the intention to bring about or reward the improper performance of a duty or obligation to which the person is subject; or
 - ii. With the knowledge or belief that the acceptance of the payment or thing of value in itself constitutes the improper performance of the person's duty or obligation.

3. Continuing Obligations

Party B represents and warrants that Party B and Party B's [affiliates, directors, officers, employees, agents, consultants, contractors, designees, ultimate beneficial owners and shareholders], and all other persons or parties acting on Party B behalf are and will remain in compliance with the Anti-Corruption Laws for the duration of this agreement.

4. Public Official Involvement

Other than those disclosed to Party A, Party B does not have any current officers, directors, ultimate beneficial owners, shareholders (excluding for purposes of this section shareholders of a publicly traded company) or employees who are, or whose immediate family members are, public officials, and should it become aware of any such officer, director, ultimate beneficial owner, shareholder or employee becoming a public official, it shall inform Party A within a reasonable time.

5. No Secret Funds

Party B does not have and shall not create or maintain any secret or unrecorded fund, account, or asset in connection with the transactions contemplated by this agreement or in connection with any other business transactions for the purpose of taking or facilitating any prohibited payment or other action under the Anti-Corruption Laws, or any other similar applicable laws, throughout the term of this agreement.

6. Compliance Statement

From the date of signing this agreement, Party B shall provide its annual compliance certificate in compliance with the Anti-Corruption Laws within 30 days prior to the expiration of one year.

7. Compensation

Party B promises that Party A and its representatives, officers, directors, employees and shareholders shall not be liable for the losses and consequences caused

by Party B's violation of the anti-corruption statements, guarantees and commitments under this Annex, including but not limited to fines, damages or the economic loss of the above individuals or related parties.

8. Termination Right

According to reliable sources, including but not limited to Party B's statements or news reports with legitimate sources, if Party A believes that Party B has materially violated its relevant statements, guarantees and commitments in complying with the Anti-Corruption Laws in this annex, it shall be deemed as Party B is in substantial violation of this Agreement. Whether Party B is convicted or otherwise punished for violating the Anti-Corruption Laws, Party A has the right to terminate this agreement without paying a fine or paying compensation to Party B.

9. Audit Rights:

Party B shall maintain all records necessary to confirm compliance with this Agreement. Upon receiving notice, Party B agrees to provide reasonable access to all of its accounts, books, and records related to this agreement, either to Party A or to an internationally recognized audit firm appointed by Party A, for the purpose of allowing Party A or such audit firm to review and audit such accounts, books and records. Access to the aforesaid accounts, books and records and any such review or audit generally are deemed to be strictly limited to the scope of work as stated in this agreement for the purpose of compliance audit only. The price of any audit under this clause shall be at the sole cost of Party A.

10. Expenses

Any costs and expenses incurred by Party B in the course of performing work for as contemplated under this agreement shall be borne entirely by Party B unless approved by Party A in advance.

11. Investigation Notification

Party B agrees to immediately notify Party A should it become aware that it is under investigation by any enforcement or regulatory agency, government body, international institution, securities exchange, or non-governmental organization related to any activities under this agreement; moreover, Party B will immediately inform Party A should it become aware of any investigation by any enforcement or regulatory agency, government body, international institution, securities exchange, or non-governmental organization related to Anti-Corruption Laws regardless of whether the conduct relates to this agreement.

Consultation and Reporting Hotline: 13773643437

Consultation and Reporting E-mail address: xuyaqin@chinaztt.com

Annex 1.2: (The Company or its Subsidiaries as Party B)

Standard Terms of Compliance Protection

The parties agree that this Standard Terms of Compliance Protection constitutes an important part of the contract between the parties and the parties shall abide by this Standard Terms of Compliance Protection.

1. Definition of Public Official

“Public Official” is broadly interpreted in this Standard Terms of Compliance Protection, including but not limited to:

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

2. Compliance with Anti-Corruption Laws

Party A represents, warrants, and covenants that, in relation to the activities or transactions contemplated by this agreement Party A and Party A’s affiliates, subsidiaries, directors, officers, employees, agents, consultants, contractors, designees, ultimate beneficial owners, and shareholders, and all other persons or parties acting on Party A’s behalf, directly or indirectly, have not violated and will not violate, or cause Party A to violate, the prohibitions of the Criminal Law of the People’s Republic of China, the United Nations Convention Against Corruption, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, or any other applicable anti-corruption, anti-fraud, anti-collusion or fair competition law (collectively, the “Anti-Corruption Laws.”) Specifically, Party A represents, warrants, and covenants that neither Party A nor any of Party A affiliates, officers, directors, employees, agents, consultants, contractors, designees, ultimate beneficial owners and shareholders, nor any other person or party acting on Party A’s behalf, directly or indirectly, have made and will not make the following activities:

- A. To any public official or to any other person or entity if such payments or transfers would have the purpose of:
 - i. Improperly influencing any act or decision of a public official;
 - ii. Inducing any public official to do or omit to do an act in violation of that public official’s lawful duty;
 - iii. Inducing any public official to use his or her influence directly, or with a domestic or foreign government or instrumentality thereof,

to affect or influence any act or decision of such government or instrumentality; or

- iv. Improperly assisting Party A or Party B to obtain or retain business or otherwise to secure any improper advantage; or

B. To any person, whether or not a public official, if such payments or transfers would have the purpose of:

- i. With the intention to bring about or reward the improper performance of a duty or obligation to which the person is subject; or
- ii. With the knowledge or belief that the acceptance of the payment or thing of value in itself constitutes the improper performance of the person's duty or obligation.

5. Continuing Obligations

Party A represents and warrants that Party A and Party A's [affiliates, directors, officers, employees, agents, consultants, contractors, designees, ultimate beneficial owners and shareholders], and all other persons or parties acting on Party A behalf are and will remain in compliance with the Anti-Corruption Laws for the duration of this agreement.

4. Public Official Involvement

Other than those disclosed to Party B, Party A does not have any current officers, directors, ultimate beneficial owners, shareholders (excluding for purposes of this section shareholders of a publicly traded company) or employees who are, or whose immediate family members are, public officials, and should it become aware of any such officer, director, ultimate beneficial owner, shareholder or employee becoming a public official, it shall inform Party B within a reasonable time.

5. No Secret Funds

Party A does not have and shall not create or maintain any secret or unrecorded fund, account, or asset in connection with the transactions contemplated by this agreement or in connection with any other business transactions for the purpose of taking or facilitating any prohibited payment or other action under the Anti-Corruption Laws, or any other similar applicable laws, throughout the term of this agreement.

6. Indemnity

Party A undertakes to hold Party B, its representatives, officers, directors, employees, and shareholders harmless in respect of all damages and consequences, including without limitation any penalties, damages, or pecuniary consequences which could affect any such person or party as a result of the violation or breach of any of the obligations subscribed by Party A under this agreement's anti-corruption representations, warranties, and covenants provisions.

7. Expenses

Any costs and expenses incurred by Party A in the course of performing work for as contemplated under this agreement shall be borne entirely by Party A unless

approved by Party B in advance.

8. Investigation Notification

Party A agrees to immediately notify Party B should it become aware that it is under investigation by any enforcement or regulatory agency, government body, international institution, securities exchange, or non-governmental organization related to any activities under this agreement; moreover, Party A will immediately inform Party B should it become aware of any investigation by any enforcement or regulatory agency, government body, international institution, securities exchange, or non-governmental organization related to the Anti-Corruption Laws regardless of whether the conduct relates to this agreement.

Consultation and Reporting Hotline: 13773643437

Consultation and Reporting E-mail address: xuyaqin@chinaztt.com

Annex 2

COMPLIANCE OFFICER’S CONTRACT REVIEW FORM

The contract reviewing Business Department:

Business Department [Person in Charge’s] signature:

Responsible Regional Manager’s signature:

Business Department [the Vice General Manager’s] signature:

Date:

The date of Appropriate Compliance Department determination:

Name and Title of the Person in charge of the Appropriate Compliance Department:

Person in Charge of Appropriate Compliance Department Signature:

| | | | |
|---|--------------------------------------|--------------------------------------|--|
| Contract title | | Contract No. | |
| Contract parties | Party A | | |
| | Party B | | |
| | The third party | | |
| Contract type (Please choose appropriately) | Provider of goods or services () | Receiver of goods or services () | |
| Comment from Compliance Officer | Day Month Year | | |
| Comment from Chief Compliance Officer, if necessary | Day Month Year | | |
| | | | |

| | |
|---------|----------------------|
| Remarks | Day Month Year |
|---------|----------------------|

| Abnormities or not | Abnormities description | Planned mitigating measures to be taken | Remarks |
|--------------------|-------------------------|---|---------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |