

Sanctions & Trade Compliance Policy

Policy Ref	Version
AL-POL-STC-003	v1.0

1. Purpose and Policy Statement

- 1.1. AsiaLink operates at the intersection of Greater China and South-Eastern Europe and is therefore exposed to a complex and dynamic sanctions and export control environment. This Policy establishes AsiaLink's framework for identifying, assessing, and managing sanctions and trade compliance risk.
- 1.2. Violations of sanctions and export control laws can result in severe civil and criminal penalties, loss of business licences, reputational damage, and personal liability for directors and employees. AsiaLink adopts a zero-tolerance approach to sanctions breaches.
- 1.3. This Policy applies to all transactions, services, and relationships, including sourcing, market entry, logistics coordination, payments, and advisory services.
- 1.4. This Policy is issued in compliance with: (a) the United Nations Sanctions Ordinance (Cap. 537, Laws of Hong Kong) and applicable UN Security Council resolutions; (b) the Import and Export Ordinance (Cap. 60) and related regulations; (c) applicable European Union restrictive measures and Common Position sanctions; (d) US Office of Foreign Assets Control (OFAC) sanctions programmes to the extent they apply to AsiaLink's activities; and (e) all other applicable national and regional sanctions regimes in jurisdictions in which AsiaLink operates.

2. Scope and Application

- 2.1. This Policy applies to all directors, officers, employees, secondees, interns, and contractors of Ambrosia Holdings Limited and its venture AsiaLink, and to all Third Parties acting on AsiaLink's behalf.
- 2.2. This Policy applies globally to all activities conducted on behalf of AsiaLink, including those conducted through third parties such as agents, partners, and contractors who act on AsiaLink's behalf.
- 2.3. Where local law imposes more stringent requirements than this Policy, the more stringent requirement shall apply. Where local law permits conduct that this Policy prohibits, this Policy shall prevail.

3. Definitions

- 3.1. "Designated Person" means any individual, entity, vessel, or aircraft that is subject to a sanctions designation or listing under any applicable sanctions programme, including the UN Consolidated Sanctions List, EU Consolidated List of Persons, OFAC Specially Designated Nationals (SDN) List, and the HK Sanctions List.
- 3.2. "Restricted Jurisdiction" means any country or territory that is subject to comprehensive or sectoral sanctions under any applicable sanctions programme, including currently: Cuba, Iran, North Korea, Syria, Russia (sectoral), and Belarus (sectoral). This list is subject to change and Personnel must verify current designations before entering into any transaction.
- 3.3. "Dual-Use Goods" means goods, software, and technology that have both civilian and military applications and that may be subject to export control restrictions.
- 3.4. "Export Controls" means any laws or regulations governing the export, re-export, transfer, or release of goods, software, technology, or services to foreign persons, entities, or destinations.
- 3.5. "Screening" means the process of checking individuals, entities, and transactions against applicable sanctions lists and restricted party databases.

4. Absolute Prohibitions

The following are strictly and absolutely prohibited. No exception may be authorised by any person within AsiaLink. Any instruction to proceed with a prohibited transaction must be refused and reported immediately.

- 4.1. AsiaLink shall not, directly or indirectly: (a) engage in any transaction with a Designated Person; (b) provide services, goods, funds, or economic resources to or for the benefit of a Designated Person; (c) make any asset, funds, or economic resources available to a Designated Person; or (d) engage in any activity that would cause AsiaLink or any counterparty to violate applicable sanctions.

- 4.2. AsiaLink shall not conduct business in or with any Restricted Jurisdiction in contravention of applicable sanctions, including: (a) sourcing goods from sanctioned entities or regions; (b) facilitating market entry into a Restricted Jurisdiction; or (c) processing payments that route through sanctioned jurisdictions.
- 4.3. AsiaLink shall not facilitate the circumvention of sanctions by any person or entity, including by processing transactions on behalf of a Designated Person or by structuring transactions to avoid sanctions screening.

5. Screening Obligations

- 5.1. All new clients, suppliers, business development partners, and introducers must be screened against applicable sanctions lists before engagement commences and at least annually thereafter.
- 5.2. Screening must be conducted: (a) at the outset of any new business relationship; (b) prior to processing any payment to or from a counterparty; (c) upon any material change in a counterparty's ownership or management; and (d) when there is any reason to believe that a counterparty may be a Designated Person or connected to a Restricted Jurisdiction.
- 5.3. Screening shall be conducted against, at a minimum: (a) the UN Consolidated Sanctions List; (b) the EU Consolidated List of Persons, Groups and Entities; (c) the OFAC SDN List and Non-SDN Lists; and (d) the HK Sanctions List maintained by the Hong Kong Monetary Authority.
- 5.4. All screening results shall be documented and retained for a minimum of five (5) years.
- 5.5. Where a screening match or potential match is identified, the transaction shall be suspended and the CEO shall be notified. No transaction shall proceed until the CEO, with legal advice if required, has confirmed that the match is a false positive or has determined the appropriate course of action.

6. Export Controls and Dual-Use Goods

- 6.1. AsiaLink shall not facilitate the export, re-export, transfer, or supply of Dual-Use Goods, software, or technology without first verifying that all applicable export licences and authorisations have been obtained.
- 6.2. Personnel involved in sourcing or logistics shall, where there is any reason to believe that goods may be classified as Dual-Use Goods, seek guidance from the CEO and, where necessary, obtain legal advice before proceeding.
- 6.3. AsiaLink shall not facilitate the diversion of controlled goods to an end user or end use that is different from that stated in any export licence or authorisation.

7. Know Your Customer and Enhanced Due Diligence

- 7.1. AsiaLink shall conduct know your customer ("KYC") procedures in respect of all new counterparties, including:
 - 7.1.1. verification of legal identity;
 - 7.1.2. identification of ultimate beneficial owners;
 - 7.1.3. assessment of the nature of the business relationship; and
 - 7.1.4. sanctions screening.
- 7.2. Enhanced due diligence is required for:
 - 7.2.1. counterparties located in or connected to a Restricted Jurisdiction;
 - 7.2.2. transactions involving goods with potential dual-use applications;
 - 7.2.3. counterparties whose ownership structure is complex, opaque, or involves jurisdictions with elevated risk; and
 - 7.2.4. transactions with unusual payment routing or commercial structure.
- 7.3. All KYC documentation shall be retained for a minimum of five (5) years from the end of the business relationship.

8. Payments and Financial Transactions

- 8.1. AsiaLink shall not process or facilitate any payment that:
 - 8.1.1. involves a Designated Person;
 - 8.1.2. originates from or is destined for a Restricted Jurisdiction in contravention of applicable sanctions; or
 - 8.1.3. is structured in a manner designed to avoid sanctions screening.
- 8.2. All payment instructions shall be screened before processing. Where a payment instruction appears unusual or inconsistent with the known business relationship, the CEO shall be consulted before the payment is processed.

9. Record Keeping

- 9.1. AsiaLink shall maintain complete and accurate records of all sanctions screening activities, KYC documentation, and trade compliance assessments for a minimum of five (5) years.
- 9.2. Records shall be stored securely and made available to relevant authorities upon lawful request.

10. Training

- 10.1. All Personnel shall receive sanctions and trade compliance training upon commencement of engagement and at least annually thereafter, with enhanced training for those in higher-risk roles.

11. Reporting Obligations and Whistleblowing

- 11.1. All personnel are required to report promptly any actual or suspected breach of this Policy to the CEO or, where the CEO is implicated, to the Board of Directors of Ambrosia Holdings Limited.
- 11.2. Reports may be made by email to asialink@am-ho.com marked "Private and Confidential – Policy Compliance", or directly in person to the CEO or a director.
- 11.3. AsiaLink will treat all reports in strict confidence to the extent permitted by law and will not tolerate any form of retaliation against any person who makes a genuine report in good faith.
- 11.4. Failure to report a known or suspected breach is itself a breach of this Policy.

12. Consequences of Breach

- 12.1. Any breach of this Policy by an employee, director, officer, or contractor may result in disciplinary action up to and including summary dismissal, termination of contract, and referral to law enforcement authorities.
- 12.2. AsiaLink reserves the right to recover from any individual any loss, damage, fine, or penalty suffered by AsiaLink as a result of a breach of this Policy.
- 12.3. Breach of this Policy may also constitute a criminal offence under applicable law, including the Prevention of Bribery Ordinance (Cap. 201, Laws of Hong Kong), and may result in personal criminal liability for the individual concerned.

13. Policy Governance and Review

- 13.1. This Policy is owned by the CEO of AsiaLink and is approved by the Board of Directors of Ambrosia Holdings Limited.
- 13.2. This Policy shall be reviewed annually or sooner if required by changes in applicable law, regulatory guidance, or AsiaLink's business activities.
- 13.3. All personnel are required to acknowledge receipt and understanding of this Policy upon commencement of engagement and upon each subsequent revision.
- 13.4. Questions regarding the interpretation or application of this Policy should be directed to the CEO.

ACKNOWLEDGEMENT OF RECEIPT AND UNDERSTANDING

I confirm that I have read, understood, and agree to comply with the Sanctions & Trade Compliance Policy.

Full Name: _____ Position: _____

Signature: _____ Date: _____