

Suppliers & Partners Code of Conduct

Policy Ref	Version
AL-POL-SPC-008	v1.0

1. Introduction and Commitment

- 1.1. AMBROSIA HOLDINGS LIMITED, trading as AsiaLink, is dedicated to fostering ethical, transparent, and mutually beneficial relationships with all of its suppliers, manufacturers, and business development partners (“Partners”). This Code of Conduct (“Code”) sets out the minimum standards AsiaLink expects all Partners to uphold as a condition of doing business with AsiaLink.
- 1.2. AsiaLink operates as a cross-border bridge between Greater China and South-Eastern Europe. The integrity of AsiaLink’s supply chain and partner network is fundamental to its business model, its reputation with European clients, and its ability to deliver compliant, high-quality products to EU markets. Partners play a direct role in maintaining that integrity.
- 1.3. By entering into any commercial agreement with AsiaLink, Partners acknowledge and commit to complying with this Code. AsiaLink reserves the right to terminate any agreement with a Partner that fails to comply with this Code, having first provided written notice and a reasonable opportunity to remedy where the breach is capable of remedy.
- 1.4. This Code applies to all Partners regardless of size, location, or the nature of their relationship with AsiaLink, including manufacturers, trading companies, logistics providers, and regional business development partners.

2. Legal and Regulatory Compliance

- 2.1. Partners must comply with all applicable laws and regulations in the jurisdictions in which they operate, including without limitation:
 - 2.1.1. Hong Kong laws and regulations, including the Prevention of Bribery Ordinance (Cap. 201) and any applicable Companies Ordinance provisions;
 - 2.1.2. Mainland China, Taiwan, and other applicable Greater China laws and regulations;
 - 2.1.3. EU laws governing product safety, trade, competition, environmental compliance, and consumer protection, where goods are destined for EU markets; and
 - 2.1.4. all other national and international laws applicable to the Partner’s operations, products, and supply chain.
- 2.2. Partners must maintain all licences, registrations, and certifications required by applicable law and must promptly notify AsiaLink of any material change in their legal or regulatory standing.

3. Ethical Business Practices

- 3.1. **Anti-Bribery and Anti-Corruption** — Partners must enforce a zero-tolerance policy on bribery and corruption in all forms. Partners must not offer, promise, give, request, or accept any bribe, kickback, or improper inducement in connection with any transaction with AsiaLink or any of AsiaLink’s clients, whether directly or through an intermediary.
- 3.2. **Fair Competition** — Partners must engage in fair competition and must not engage in price-fixing, bid-rigging, market allocation, or any other anti-competitive conduct.
- 3.3. **Conflicts of Interest** — Partners must disclose to AsiaLink promptly any conflict of interest that could affect or be perceived to affect the Partner’s dealings with AsiaLink, and must take appropriate steps to manage or resolve any such conflict.
- 3.4. **Confidentiality** — Partners must protect AsiaLink’s confidential information and the confidential information of AsiaLink’s clients and must not use such information for any purpose other than the performance of their obligations to AsiaLink. This obligation applies regardless of whether a separate NDA has been executed.
- 3.5. **Accurate Records** — Partners must maintain transparent, accurate, and auditable records of all transactions with AsiaLink, including pricing, invoices, payments, and production records.

4. Labour and Human Rights

- 4.1. **Prohibition of Forced and Child Labour** — Partners must not use forced labour, bonded labour, trafficked labour, or child labour in any part of their operations or supply chain. The minimum age for employment is 18, or the applicable legal minimum age if higher. AsiaLink regards any use of forced or child labour as an immediate and irremediable breach of this Code.
- 4.2. **Working Hours and Wages** — Partners must comply with all applicable laws on working hours, rest periods, and minimum wages. Overtime must be voluntary and compensated in accordance with applicable law.
- 4.3. **Freedom of Association** — Partners must respect workers’ rights to freedom of association and collective bargaining in accordance with applicable law and ILO core conventions.

- 4.4. **Non-Discrimination and Equal Opportunity** — Partners must not discriminate against workers on any ground prohibited by applicable law, including race, gender, age, religion, disability, or political opinion, and must maintain a workplace free from harassment and intimidation.
- 4.5. **Health and Safety** — Partners must provide a safe and healthy workplace that meets or exceeds applicable legal health and safety requirements. Partners must have documented health and safety procedures and must investigate and address workplace accidents and near misses promptly.
- 4.6. **Employment Contracts** — Partners must provide all workers with written employment contracts in a language they understand, setting out their rights, obligations, and terms of employment.

5. Environmental Responsibility

- 5.1. **Regulatory Compliance** — Partners must comply with all applicable environmental laws and regulations in their jurisdiction of operation, including those governing waste management, emissions control, water use, and hazardous substances.
- 5.2. **EU Environmental Standards for Export** — Where goods are manufactured for export to EU markets, Partners must comply with applicable EU environmental regulations, including the REACH Regulation (EC 1907/2006), the RoHS Directive (2011/65/EU), the WEEE Directive (2012/19/EU), and applicable packaging and waste regulations. Partners must maintain evidence of compliance and make it available to AsiaLink on request.
- 5.3. **Restricted Substances** — Partners must maintain a Restricted Substances Management System and must not use any substance prohibited or restricted by applicable law in the manufacture or finishing of goods supplied to AsiaLink.
- 5.4. **Environmental Management** — Partners are encouraged to implement an environmental management system certified to ISO 14001 or an equivalent standard, and to set and pursue targets for reducing energy consumption, water use, waste, and greenhouse gas emissions.
- 5.5. **Eco-Innovation** — AsiaLink encourages Partners to invest in cleaner production technologies and processes that reduce environmental impact and support the transition to a more sustainable supply chain.

6. Product Quality and Compliance

- 6.1. Partners must manufacture and supply goods that meet the quality specifications, technical requirements, and regulatory standards agreed with AsiaLink, and that are fit for their intended purpose and destination market.
- 6.2. Where goods are destined for EU markets, Partners must ensure that all applicable CE marking requirements, product safety standards, and labelling requirements are met before shipment. Partners must cooperate fully with AsiaLink's quality control and factory audit processes.
- 6.3. Partners must maintain quality management systems adequate for the products they supply, must conduct pre-shipment inspections, and must promptly notify AsiaLink of any quality non-conformances identified.
- 6.4. Partners must not substitute materials, components, or production processes without AsiaLink's prior written approval.

7. Supply Chain Responsibility

- 7.1. Partners must ensure that their own sub-suppliers and sub-contractors meet the same standards set out in this Code. AsiaLink may require Partners to conduct and document due diligence on their sub-supply chain.
- 7.2. Partners must not sub-contract any work or production to a third party without AsiaLink's prior written consent.

8. Sanctions Compliance

- 8.1. Partners must ensure that they are not, and that no entity in their supply chain is, subject to any applicable sanctions administered by the United Nations, European Union, United States OFAC, or Hong Kong authorities. Partners must notify AsiaLink immediately if this changes.
- 8.2. Partners must not facilitate the diversion of goods, services, or payments to any sanctioned party or restricted jurisdiction.

9. Corporate Governance and Transparency

- 9.1. Partners must maintain corporate governance practices appropriate to their size and business, including transparent ownership structures, accurate financial records, and documented risk management processes.
- 9.2. Partners must disclose to AsiaLink the identity of all ultimate beneficial owners and any material changes to ownership or management.

10. Monitoring and Audit Rights

- 10.1. AsiaLink reserves the right to assess a Partner's compliance with this Code through

- questionnaires, documentary reviews, and on-site audits, conducted by AsiaLink or a third-party auditor appointed by AsiaLink.
- 10.2. Partners must cooperate fully with any audit or assessment process and must provide access to relevant personnel, records, and facilities.
 - 10.3. Where an audit identifies non-compliance, the Partner must implement a corrective action plan within the timeframe agreed with AsiaLink. Repeated or material non-compliance may result in suspension or termination of the commercial relationship.

11. Reporting Violations

- 11.1. Partners are required to report any suspected violation of this Code, including by their own supply chain, to AsiaLink at asialink@am-ho.com marked “Code of Conduct — Compliance Concern”.
- 11.2. AsiaLink will treat all reports in strict confidence to the extent permitted by law and will investigate all credible reports.

12. Governance and Review

- 12.1. This Code is owned by the CEO of AsiaLink and approved by the Board of Directors of Ambrosia Holdings Limited. It is reviewed annually and updated as required.
- 12.2. The most current version of this Code is available on request from asialink@am-ho.com.

PARTNER / SUPPLIER ACKNOWLEDGEMENT

By signing below, the undersigned confirms on behalf of the Partner / Supplier that they have read, understood, and commit to complying with the AsiaLink Suppliers & Partners Code of Conduct.

Company Name: _____ Registration No.: _____

Authorised Signatory (Name): _____ Title: _____

Signature: _____ Date: _____

Company Stamp: _____