

Sunningdale Tech Ltd.'s Code of Ethics Statement

Sunningdale Tech Ltd, together with its subsidiaries ("the Group", "STL Group") are committed to conduct business honestly, ethically and in compliance with applicable laws in wherever we do business. In ensuring upholding of this commitment, STL Group expects the same from its suppliers, without fail, to adopt a similar approach.

The purpose of this document is to set out the guidelines and expect our suppliers to adhere to :

- a. Supplier and its representatives should not be a family member or relative of the staff of STL Group nor has any strong personal relationship with staff of the STL Group;
- b. Supplier and its representatives should not offer any form of benefits to staff (including family members), agent and relevant associated person/s representing the STL Group.

Benefit includes but not limited to :

- payment of cash, presenting bank cards,
 - other securities such as shopping cards, bills of lading, membership card, discount card, traffic card, token security,
 - payment of personal expenses like hand phone bills, utility bills, etc
 - entertainment beyond normal business meals,
 - festive gifts,
 - travel tickets and tickets to holiday resorts and so on
- c. Supplier and its representatives should not engage with staff, agents and relevant associated persons representing the STL Group in collusive bidding, price fixing and/or any other unfair trade practices.
 - d. Supplier and its representatives should not enter into business with any company in STL Group by transacting through bribes, kickbacks and any other corrupt practices, whether these corrupt payments are paid or received by the STL Group's staffs or pay or received by anyone

If any employee, agents and relevant associated persons representing the STL Group expressly or impliedly solicits bribery from your company, as one of the preconditions to or rewards of procuring or maintaining any business or with a purpose to obtaining improper advantage in the conduct of business, you shall be required to immediately notify the STL Whistle-Blowing Committee, email address whistle-blowing@sdaletch.com and/or mailing address : 51 Joo Koon Circle, Singapore 629069.

If a Supplier and / or its representatives is found in breach of the abovementioned or does not provide required assistance to any investigation, STL Group has the right to terminate business cooperation between both Parties. This shall include but not limited to early termination of any contracts between both Parties pursuant which, STL Group shall not bear any liabilities as a result of early termination of business cooperation and/or contracts between both Parties.