



## 供應商商業廉潔準則 Supplier Code of Business Integrity

致：環旭電子股份有限公司及 / 或其子公司 (以下合稱 “USI”)

To : Universal Scientific Industrial (Shanghai) Co., Ltd. and/ or all its subsidiaries (collectively “USI”)

立書人爲 USI 之交易對象，因交易之廉潔對雙方至關重要，立書人承諾遵守以下約定條款：

The undersigned (“Undersigned”) is the counterparty in transaction with USI, the Undersigned acknowledges that integrity trading is essential to all transactions and should hereby undertake to comply with the requirements as follows:

### 1. 定義 Definitions

- 1.1 「不正當利益」包括但不限于提供賄賂、回扣、傭金、利潤分成、私下收受之禮品與獎勵、不當饋贈或招待。

“Illicit Interests” means, including without limitation, any bribe, kickback, gratuity, commission, profits sharing, gift, unjust benefit of any kind or value.

- 1.2 「關係人」指 USI 員工之配偶、父母、子女、兄弟姊妹、祖父母、孫子女及其它關係密切之親屬、朋友。

“Related Person” means any USI employee’s spouse, parents, children, siblings, grandparents, grandchildren and any close family, friends and relatives with any USI employee.

### 2. 廉潔承諾 Commitments

- 2.1 立書人承諾嚴格遵守 USI 制定之所有對交易對象的廉潔管理相關規定，絕不藉由其本身或透過他人向 USI 員工、其關係人或其指定人要求、期約、進行任何賄賂或給付其他不正當利益，或有直接或間接圖利 USI 員工、其關係人或其指定人之行爲。

The Undersigned shall strictly comply with all USI’s integrity policies and regulations. In no event shall the Undersigned offer, promise to offer, solicit or give any bribe or any other Illicit Interests, whether directly or indirectly through intermediaries, to USI employee, Related Person or any third party designated by such persons.

- 2.2 立書人如知悉 USI 員工要求、期約、收受任何賄賂及其它不正當利益，或有直接或間接圖利自己、其關係人或其指定人之行爲，立書人應向 USI 檢舉并提供相關證據。

In the event that the Undersigned knows/discovers that any USI employee requests for, is offered with, or has accepted any bribe or other Illicit Interests, or seeks for, whether directly or indirectly through intermediaries, benefits for himself/herself, the Related Person or any third party designated by such persons, the Undersigned shall report to USI immediately and provide all relative evidence thereof.

- 2.3 立書人如知悉其他 USI 之交易對象有違反本準則規定之行爲，立書人承諾向 USI 檢舉并提供相關證據。

In the event that the Undersigned knows/discovers that any counterparty of USI in transaction fails to perform the undertaking hereunder, the Undersigned shall immediately report to USI and provide all relative evidence thereof.

- 2.4 立書人同意確實依照 USI 要求格式填寫廠商基本資料，并提供真實有效之相關證明文件，資料如有更動應立即通知 USI。

The Undersigned shall provide USI with all basic vendor information by using the format requested by USI and shall also provide all true and valid supporting documents or evidence. The Undersigned agrees to inform USI of any modification or update of the above information.



- 2.5 若立書人獲悉、收受或接觸 USI 之有形或無形資產，包含但不限于知識產權，立書人絕不竊取、侵占、製造、複製、移轉或任何違背交易目的使用 USI 資產。

In the event the Undersigned learns of, receives or has access to any USI tangible or intangible property ("USI Property"), including without limitation, intellectual properties or know how, the Undersigned shall not steal, occupy, make, copy or transfer any USI Property or use USI Property for any purpose beyond its business transactions with USI.

- 2.6 立書人承諾絕不為自己或他人之利益，唆使或利誘 USI 員工離職、違背職務或從事任何損害 USI 權益之行爲。

The Undersigned undertakes that it shall never, for its own or any third party's benefits, solicit or induce any USI employees to resign from USI, breach its duty to USI, or engage in any act that would damage USI.

- 2.7 立書人或其代表人若與 USI 員工爲「關係人」時，立書人應立即告知 USI。

In the event that the Undersigned or any of its representatives is a Related Person to any USI employee, the Undersigned shall inform USI immediately.

### 3. 違約責任 Liabilities

- 3.1 如立書人違反法律、USI廉潔政策或本準則之任何規定，USI有權立即停止、終止或解除與立書人間的關係及相應協議，且不負任何賠償責任。立書人應承擔相應之法律責任及賠償 USI 因此所受之損害。此外，立書人同意支付 USI (i) 自 USI 通知違約時起前一年交易額 3 倍之金額，或 (ii) 不正當利益 20 倍之金額（以高者爲准）作爲罰款。

In the event that the Undersigned breaches any of the applicable laws, USI integrity policies or commitments in the undertaking hereunder, USI is entitled to immediately terminate or cease any or all of the transactions and the corresponding agreements with the Undersigned, at its sole discretion thereof, without any liabilities. The Undersigned shall solely assume all responsibilities and liabilities and shall indemnify USI for all losses or damages incurred. In addition to the aforesaid, the Undersigned agree to pay USI a fine (i) in an amount equal to three (3) times of the total aggregate transaction amount during the twelve (12) months immediately prior to USI notification to the Undersigned of any breach, or (ii) twenty (20) times Illicit Interests, whichever is higher.

- 3.2 本準則適用中華人民共和國法律。因本準則所生之一切爭議，立書人同意提付中國國際經濟貿易仲裁委員會上海分會仲裁，仲裁結果是終局的且對雙方均有拘束力。

This Code shall be construed and governed in accordance with the laws of People's Republic of China. The Undersigned agrees that all disputes arising hereunder shall be submitted to the arbitration of Sub-commission of China International Economic and Trade Arbitration Commission in Shanghai. The award of arbitration shall be binding and final.

### 立書人 The Undersigned :

用印/簽署 Seal/Signature : \_\_\_\_\_

供應商名稱 Supplier Name :

代表人 Representative :

地址 Address :

簽署日 Date :