



Supplier's Undertaking 供應商經營管理承諾書

成為華新麗華集團(下稱本集團)之供應夥伴，我們承諾在經營公司的業務時，均須完全符合當地所有相關適用的法律與規章。謹此，我們經由簽署此份承諾書，以承諾並確認我們將致力於遵行國內外企業社會責任相關法規及標準，確保供應鏈提供安全的工作環境，員工獲得尊重和尊嚴；同時，企業在經營中亦須承擔環保責任、遵守道德規範，並遵守智慧財產權等相關規範，共同實踐企業社會責任之承諾。

As a supply partner of Walsin Lihwa Group (the "Company" or the "Group"), we ("Supplier") are committed to be in full compliance with all applicable laws and regulations during business operations. By signing this undertaking (the "Undertaking") we promise to comply with social responsibility and all relevant domestic and foreign laws and regulations in order to ensure that we, as a member of the supply chain, will provide a safe working environment and assure our employees will be treated with respect and dignity; at the same time, we agree to undertake the environmental and ethical responsibility, and intellectual property rights to achieve our commitment of social responsibility.

企業社會責任承諾 CSR Commitment

勞工 Labor

供應商必須維護其員工的人權，並支持「聯合國世界人權宣言 (UN Universal Declaration of Human Rights)」、「聯合國企業與人權指導原則 (UN Guiding Principles on Business and Human Rights)」及「國際勞工組織公約 (International Labour Organization Convention)」等國際公約，遵循相關規範之精神與原則尊嚴對待勞工。此項適用於所有工作者，包括其所屬員工、臨時員工、移民員工、工讀生、約聘人員等，以及任何其他類型的工作者。

Suppliers shall protect human rights which its employees inherently possess, and comply with the international practices and standards of human rights including the UN Universal Declaration of Human Rights, UN Guiding Principles on Business and Human Rights, International Labour Organization Convention. Treat workers with dignity in accordance with the spirit and principles of relevant regulations and standards. This applies to all workers, including but not limited to, its regular employees, temporary workers, migrant workers, part-time workers, fix-term-contract-employees, and any other type of workers.

禁止強迫勞動 Prohibition of Forced Labor

禁止任何形式的強迫勞動，包括但不限於擔保（包括抵債）或以契約約束的勞工、非自願或剝削性監獄勞工、奴役或販賣的人口，使用恐嚇、強迫、威脅、綁架或詐騙手段來運送、窩藏、招募、調配或接收勞工。除了禁止對勞工出入工作場所作出不合理限制外，也不應無理地約束勞工在工作場所內的行動自由，包括勞工宿舍或生活住所。所有工作應該是自願的，勞工擁有隨時自由離職的權利，且如果勞工按照勞動契約給予合理的通知，則有權終止僱傭關係而不受懲罰，並應在工人合約中明確規定。供應商應保存所有離職勞工的文件。雇主、

仲介人及二級仲介人不得扣留或以其他方式毀壞、隱藏、沒收僱員的身份證或出入境證件，例如政府頒發的身份證明、護照或工作許可證。儘管有上述規定，雇主只能在遵守當地法律要求的情況下才可扣留文件。就算在此情況下，任何時候也不可拒絕勞工取用其文件。不得要求勞工繳交雇主的仲介人或二級仲介人的招募費用或其他與其聘僱相關的費用。如發現勞工須繳交任何該等費用，該等費用須退還予相關勞工。

Forced labor in any form, including but not limited to, bonded (including debt bondage) or indentured labor, involuntary or exploitative prison labor, slavery or trafficking of persons is not permitted. This includes transporting, harboring, recruiting, transferring, or receiving persons by means of threat, force, coercion, abduction or fraud for labor or services. There shall be no unreasonable restrictions on workers' freedom of movement in the facility in addition to unreasonable restrictions on entering or exiting company- provided facilities including, if applicable, workers' dormitories or living quarters. All work shall be voluntary, and workers shall be free to leave work at any time or terminate their employment without penalty if reasonable notice is given, which shall be clearly stated in workers' contracts. Participants shall maintain documentation on all leaving workers. Employers, agents, and sub-agents' may not hold or otherwise destroy, conceal, or confiscate identity or immigration documents, such as government-issued identification, passports, or work permits. Notwithstanding the foregoing, employers can only hold documentation if necessary to comply with the local law. In this case, at no time shall workers be denied access to their documents. Workers shall not be required to pay employers' agents or sub-agents' recruitment fees or other related fees for their employment. If any such fees are found to have been paid by workers, such fees shall be repaid to the worker.

禁止雇用童工 Child Labor is prohibited

供應商不得雇用違反當地法律年齡規範之未成年人。

Labors considered to be a minor under local laws shall be forbidden.

公平待遇 Fair Treatment

供應商應當尊重每一位雇員，不得對任何雇員施以身體、性或心理上的騷擾或虐待，不得辱罵雇員。

Suppliers shall treat every employee with respect, and shall not impose any physical, sexual or psychological harassment or abuse thereto.

工作時間 Working hours

供應商應該遵守當地每日及每週工時之相關法律，同時應遵守符合當地法令之休假政策。

Supplier shall comply with applicable laws on working hours per day and per week, and leave policies.

薪資福利 Compensation & Benefits

供應商支付給雇員的工資不得低於當地法律要求的最低工資(如沒有最低工資的法律規定，則不應低於該行業的普遍工資)。供應商還應依法提供法定福利。

Supplier shall pay to its employees no less than minimum wage stipulated under local law (if there is no minimum wage requirements, it should not be less than the prevailing wage in the industry). Supplier shall also provide statutory welfare to its employees.

不歧視 Non-discrimination

供應商不得因性別、種族、宗教信仰、年齡、殘疾、性取向、國籍、政治派別而在雇用過程(包括招聘、薪資、福利、晉升、紀律處分、解雇或退休)中歧視任何人。

Supplier shall not discriminate against any person due to his/her gender, race, religion, age, disability, sexual orientation, nationality, political affiliation in the hiring process (including recruitment, compensation, benefits, promotion, disciplinary action, dismissal or retirement).

自由結社與談判 Freedom of association and collective bargaining

供應商應依據當地法律，尊重工作者自由結社權利。工作者應能夠在不被恐懼報復、脅迫或騷擾的情況下，就工作條件與管理者公開溝通。

Supplier shall recognize and respect the right of employee to freely associate in accordance with the laws of the countries in which they are employed. Workers are able, without fear of retaliation, intimidation or harassment, to communicate openly with supervisor about their working conditions.

健康及安全 Health & Safety

供應商必須針對其營運提供安全及健康的工作環境。

Supplier shall provide a safe and healthy working environment for their business operations.

職業安全衛生 Occupational safety and Health

供應商應提供適當的控制、安全工作程序、預防維護和必要的技術保護措施，以減緩工作場所中之健康及安全風險及確保其員工在工作場所中不會受任何化學、生物及物理性危害。

Supplier shall provide the appropriate engineering controls and necessary protective measures (e.g. the safe job procedures, PPE, etc.) for eliminating or mitigating the occupational health and safety risks that existing in workplace and ensuring their employees not suffered in chemical, biological and physical hazards.

緊急應變機制及程序 Emergency Response System and procedures

供應商應建立緊急應變機制及程序並落實執行，以確保職業傷害及疾病監控及報告機制之有效性。

Supplier shall establish an emergency response system and conduct the procedures for ensuring an effective monitoring and reporting system of occupational injury and illness.

道德及誠信 Ethics and Integrity

供應商及其下層供應商必須以符合道德的方式及誠信行為進行業務。

Suppliers and their sub-suppliers shall perform business consistent with ethical behavior and integrity.

遵守誠實守信原則 Comply integrity principles

供應商在與本集團交易達成和交易履行過程中，保證提供的資質證明(含特許經營)、證照、企業及個人簡介資料、住所、產品名稱、規格、品質、服務標準、票據、權證、權利限制等資料，均為真實，不存在虛偽、隱匿、偽造、變造行為。如上述相關情況發生變更，供應商應在合理的時間盡快通知本集團，將誠信原則始終貫徹於交易合約履行的各階段。

The Supplier shall guarantee that during the contract execution between the Company and the

Supplier, all documents provided, including but not limited to qualification certificate, license, corporation and personal data, residence, product's name, specification, quality, serve stander, instruments, and warrants, are all real and without any false, counterfeiting, altering, and concealing. If any above-mentioned are changed, the Supplier shall inform the Company immediately in the reasonable time, the Supplier shall fully implement ethical principle in the whole contract execution process.

供應商保證不因故意或過失為任何損害本集團及其關係企業或相關廠區之公司利益及商譽之行為，如有違反，願意承擔一切法律責任。

The Supplier guarantee not to have any actions that violate the rights and the reputation of the Company and its affiliates intentionally or negligently, in case of any violation, the Supplier shall bear all the legal responsibility.

供應商在提供產品或服務時，應提供符合法規及標準以及本集團要求規格內之合格品，不得提供瑕疵產品，如有違反願意承擔一切法律責任。

Supplier shall ensure the goods or services provided are in full compliance with regulations and the requirements of the Company's specification, the Supplier shall not offer goods with defect, and shall bear all the legal responsibility in case of breach.

遵守廉潔陽光原則 Comply with the Honesty Principles

供應商不應進行或容忍任何形式之賄賂、勒索、不正利益索求收受或侵吞行為，並應實施監督及強制執行程序以確保遵行合規。

The Supplier shall not conduct or tolerate any form of bribery, extortion, acceptance of improper benefits, or misappropriation of behavior, and shall monitor and enforce relevant procedures to ensure compliance.

供應商不得對本集團員工或其關係人(包含配偶、父母、子女、兄弟姐妹、祖父母、外祖父母、孫子女、外孫子女及其他關係密切之親屬或朋友)提供可能會影響與供應商之關係的禮物或任何其他類型之個人利益，含回扣、佣金、不當財物饋贈等，以及提供旅行協助、安排招待等利益。

The Supplier shall not offer gifts or any other type of personal interest, included preferential treatment, commissions, improper endowments, provide travel assistance and entertainment to the employees of the Company or the relatives of the employees (including their spouse, parents, children, siblings, grandparents, grandchildren, or a person with whom they have a close relationship) that may affect relations in between with the Supplier and the Company.

供應商同意遵守本集團相關廉潔制度。供應商承諾不為達到交易目的而向本集團人員或其關係人提供、給付不正當利益或接受不正當利益之要求期約；不為謀取不正當利益誘使本集團人員接受或共同編造虛偽議價資料、影響交易價格或交易之達成、違背職務、未經正當程序將合約權利義務轉讓給第三方及其他損害本集團利益之行為；不為唆使或利誘本集團人員離職或違背職務之行為。

The Supplier agrees to comply with the honesty principles of the Company. The Supplier agrees not to offer improper endowments to the employees or its relevant person or accept improper offer from the employees or its relevant person, the Supplier shall not forge pricing information, to affect the pricing or dealing, or to breach any duties, transfer their rights and obligations under relevant contract to any third party in breaching of the contract terms, or to conduct any other behavior that may damage the Company's rights. The Supplier shall not solicit or induce the employees of the Company to resign or to breach their respective duties.

如供應商知悉以下情形之一者，應承諾抵制並向本集團檢舉，提供相關證據：

Supplier shall reject and report to the Company with relevant evidence when it becomes aware of the follows:

- (1) 如本集團任何人員對供應商要求、期約、索取、或收受任何賄賂及其他不正當利益，或有直接或間接圖利自己或其關係人及(或)其指定人之行為者；

If any person of the Company demands, agrees to accept, or accepts a bribe or other improper benefits, directly or indirectly seeking to gain illegal benefits for him/herself or others interested person.

- (2) 如供應商知悉本集團之其他交易對象有違反本廉潔承諾之行為者，供應商承諾立即向本集團檢舉並提供相關證據。

If the Supplier becomes aware of any breach of the Honesty Principles by other suppliers of the Company, the Supplier shall report to the Company and provide relevant evidence.

本集團之受理檢舉單位為總部稽核室，連絡方式如下：

The contact window for such report is the Auditing Office of the Company, contact information as below:

申訴信箱(違反誠信經營)

Report e-mail (Against the Ethical Management)

電話：886-2-8726-2211 ext.6399 信箱：opinion@walsin.com

Tel: 886-2-8726-2211 ext.6399 E-mail: opinion@walsin.com

避免利益衝突 Avoid Conflicts of Interest

供應商與本集團之商業往來，應避免任何可能的利益衝突，供應商若發現任何潛在的利益衝突，必須立刻通報本集團，並採取適當措施以防止因此所可能導致的不當行為。

Supplier shall avoid any possible conflicts of interest when doing business with the Company. , the Supplier shall report to the Company immediately, and take proper actions to prevent any violation of law or this principle if there is any potential conflicts of interest that Supplier reasonably perceive in doing business with the Company.

智慧財產權保護 Protection of Intellectual Property Rights

供應商應當尊重知識產權，以保護知識產權的方法傳遞技術和生產知識；並承諾就本集團及其關係企業、客戶、交易相對人所有受營業秘密法保護之機密資訊，於接收該等機密資訊後負有保密義務，未經本集團書面同意不得利用或向任何第三方洩露、交付。

The Supplier shall respect intellectual property rights of the Company. Supplier shall convey information of technology or relevant knowledge in a manner that such information could be protected from any infringement. Supplier shall commit to protect all confidential information of the Company, its affiliates, client and counterparty covered under the Trade Secret Law. Without the written consent of the Company, the Supplier shall not disclose or deliver such information to any other third party.

供應商應確保所有其供應、移轉或交付予買方之產物或商品，均無直接侵害、間接引誘或輔助侵害任何第三人之國內外智慧財產權。

The Supplier shall ensure that all the products it delivers to the Company do not directly or indirectly infringe or contributing the infringement or inducing to infringe the intellectual property rights of any third parties.

供應商及所屬員工進出本集團廠區須遵循停留時間、路線、處所之要求，不錄音、錄影或攝像，未經同意，不抄錄、複製或夾帶任何資料文件，並接受本集團安全管理人員為必要之監督檢查。

The Supplier and its employee shall comply visiting rules on Company's premises and follow necessary supervision and inspection from the Company's security administrator. It shall comply with the agreed visiting time, route, and locations when visiting the premises of the Company. No audio or video recordings shall be performed, no photocopying, making duplications or smuggling of documents shall be performed.

個人資料與隱私權保護 Personal Data and Privacy Protection

供應商必須合理地保護任何與其有業務來往者（包括供應商、客戶、消費者和員工）的個人資料和隱私。供應商應當在蒐集、處理或利用個人資料時遵守隱私和資訊安全法律及監管要求。

The Supplier shall protect the privacy and personal data of its business partners (including its sub-suppliers, customers and employees) in a reasonable manner. The Supplier shall comply with the requirements of privacy and information security laws for collection, processing and use of personal data.

貿易法令遵循 Compliance with Trading Regulation

供應商必須瞭解並遵循進出口及運送貨品予本集團或代本集團進出口及運送貨品所涉及的相關法令，包括原出口國的出口管制與海關法規、目的地國家的進口和海關法規、支付法令要求的關稅和其他稅賦、以及當地運輸的相關法令。供應商應向其員工和外包商提供運作程序及教育訓練以確保他們對前述法規的遵循。

The Supplier shall comply with import, export and delivery relevant law and regulations, including export control and customs rules of the country of origin and customs rules of the import country, its relevant taxes regulations and transportation rules.

供應商應持續追蹤所適用的出口管制法令之更新以確保法令遵循，且應詳實揭露其供應、移轉或交付予買方之產物或商品所適用的出口管制法令。供應商不得參與任何非法、不當、反競爭或不公平之商業行為。

The Supplier be familiar with and kept updated the relevant export control regulations to ensure compliance with the law, and shall disclose details of the applicable export control rules of the goods the Supplier will supply, transfer or delivery to the Company. The Supplier shall not engage in any illegal, inappropriate, anti-competitive or unfair competition practices.

環境保護 Environmental Protection

為確保公眾的健康及安全，供應商應該以環境信賴的方式經營，提供較具環境友善之產品或技術，並遵守所有相關環境法律。

In order to ensure public health and safety, the Supplier's operations shall be in the environmentally friendly way that provide environmental friendly products and technology and comply with all the environmental laws related to their businesses.

支持生物多樣性 Support Biodiversity

生物多樣性對於維持具備復原能力的自然環境非常重要，而具備復原能力的自然環境則對本

集團業務的可持續發展關係重大。供應商應積極遵循對生物多樣性保護的承諾，且在全球營運、提供產品及服務過程中盡己所能，採行保護生物多樣性以及生態系統的策略和方法。

Biodiversity is crucial for maintaining resilient natural environments. Sustainable environments means great significance for the continuing development of the Group's operations. The Supplier should actively honour their commitment to biodiversity conservation and, to the best of their abilities, implement strategies and methods for safeguarding biodiversity and ecosystems throughout their global operations and the provision of products and services.

零毀林承諾 Zero Deforestation Commitment

本集團致力承諾自身營運並攜手供應商，制定及實施集團層級之符合零毀林政策與最佳實踐措施。供應商應承諾不在國家級重要生物多樣性的地點或其附近，進行營運、銷售等營運行為，且遵守國家公園法、森林法或強制性標準等，以履行保護生物多樣性及零毀林承諾。

The Group is committed to its own operations and collaborating with Suppliers to formulate and implement group-level policies that adhere to zero-deforestation policies and best practices. The Supplier should commit to refraining from conducting operations, sales, and other business activities in or near nationally significant areas of biodiversity. They should also comply with national park laws, forestry regulations, and mandatory standards to honour their commitments to biodiversity conservation and zero deforestation.

溫室氣體排放和能源消耗 Energy Consumption and Greenhouse Gas Emissions

供應商承諾須訂立公司範圍內的絕對溫室氣體減排目標，且應追蹤、記錄及公開報告能源消耗及範疇 1、範疇 2 的溫室氣體排放，以達到溫室氣體減排的目標。並且應尋求適當方法來改善能源利用效率，盡量減少能源消耗和溫室氣體排放。

The Supplier shall establish and report against an absolute corporate-wide greenhouse gas reduction goal. Energy consumption and all Scopes 1, 2 greenhouse gas emissions shall be tracked, documented, and publicly reported. The Supplier shall look for methods to improve energy efficiency and to minimize their energy consumption and greenhouse gas emissions.

污染預防和節約資源 Pollution Prevention and Resource Conservation

應在源頭上或透過實踐（如增設污染控制設備；改良生產、維修和設施程序；或其他方法）盡量減少或杜絕排出和排放污染物以及產生廢物。應節約和實踐（如改良生產、維修和設施程序、替換材料、再用、節約、回收或其他方法）節約自然資源（包括水、化石燃料、礦物和原始森林產品）的消耗。

Emissions and discharges of pollutants and generation of waste shall be minimized or eliminated at the source or by practices such as adding pollution control equipment; modifying production, maintenance, and facility processes; or by other means. The use of natural resources, including water, fossil fuels, minerals, and virgin forest products, shall be conserved by practices such as modifying production, maintenance and facility processes, materials substitution, re-use, conservation, recycling, or other means.

有害物質 Hazardous Substances

應當識別、標籤和管理對人類或環境造成危害的化學品、廢物及其他物質，從而確保這些物質得以安全地處理、運送、儲存、使用、回收或再用及棄置。應加以追蹤與記錄危險廢棄物數據。

Chemicals, waste, and other materials posing a hazard to humans or the environment shall be

identified, labeled, and managed to ensure their safe handling, movement, storage, use, recycling or reuse, and disposal. Hazardous waste data shall be tracked and documented.

固體廢物 Solid Waste

供應商應實施系統性的措施來識別、管理、減少和負責任地棄置或回收固體廢物（無害的）。應加以追蹤與記錄危險廢棄物數據。

The Supplier shall implement a systematic approach to identify, manage, reduce, and responsibly dispose of or recycle solid waste (non-hazardous). Waste data shall be tracked and documented.

廢氣排放 Air Emissions

在營運中產生的揮發性有機化學品、氣霧劑、腐蝕性物質、微粒、臭氧消耗物質和燃燒副產品的空氣排放應在排放前按要求進行特性分析、例行監測、控制和處理

Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting substances, and combustion byproducts generated from operations shall be characterized, routinely monitored, controlled, and treated as required prior to discharge.

禁止使用衝突礦產 Prohibited Use of Conflict Minerals

企業製造產品過程以及所使用原料，可能引起社會及環境問題議題，其中對於來自剛果民主共和國的礦產，造成長期嚴重的武裝衝突狀態，世所矚目。

The materials used by producing products could cause social and environment problems. The rich mineral resources in the Democratic Republic of Congo (DRC) have fueled one of the world's deadliest conflicts.

供應商應積極採行管理措施，以確保供應商及供應鏈皆能符合本集團以下「禁用衝突礦產」相關政策及規範。

The Supplier shall proactively take measures on the sources and origins of the minerals to ensure a conflict-free supply chain.

1. 本集團不接受來自剛果民主共和國(以下簡稱剛果)及其周邊的國家和地區的所謂「衝突礦產」。

The Company does not accept conflict minerals originating from the Democratic Republic of the Congo (DRC) and its adjoining countries ("Conflicted Mining Area").

2. 本集團的供應商必須善盡社會與環境保護責任，並確認所供應產品中所含的鈷(Co)，金(Au)，鈀(Pd)，鉭(Ta)，錫(Sn)和鎢(W)等金屬來源，確保不是來自於「衝突礦區」。

The Company's suppliers must conduct their operations in a socially and environmentally responsible way and shall trace the origins of the minerals used, e.g. Co, Au, Pd, Ta, Sn and W, to ensure that they are not from the Conflicted Mining Area.

3. 本集團的供應商有義務應將此要求傳達給其上游供應商。

The Supplier shall impose the same requirement on their upstream suppliers.

持續改善 Continuous improvement

供應商應該透過實施適當的措施，將永續發展納入治理決策，並落實風險管理，減低對組織、員工、環境與社會的衝擊；此外，協助下游供應商遵守本承諾書中所要求的勞工、健康及安全與環境標準，持續改善其永續效能。

The Supplier should implement policy of maintaining sustainable environment into its corporate governance to reduce the impact on the organization, employees, the environment and society; in

addition, to assist downstream suppliers to comply with this Undertaking with regard to labor, health and safety and environmental standards, and continue to improve its sustainable performance.

供應商承諾使其員工及其代理人遵守本承諾書之遵守誠實守信原則、廉潔陽光原則與智慧財產權保護原則；如違反前述原則，應就本集團之損失承擔賠償責任，經勸導後未獲改善或違反情節重大者，本集團有權取消供應商之供應商資格，並得無條件終止/解除雙方部分或全部交易而不需承擔任何違約責任。供應商應付之賠償金，本集團有權逕行從應付供應商帳款中抵扣，並可採取刑事控告、民事求償等其他救濟手段。

The Supplier shall commit to make their employees and agents to comply with this Undertaking, in the event of any violation, of this Undertaking, the Supplier shall be liable for the damages of the Company. In the event of violations without improvement despite urging or which are determined to be significant, the Company may disqualify the Supplier and terminate the contract in part or in whole without any liability. The Company may deduct the amount of the compensation from the outstanding payment, and reserve the right to initiate criminal charge, civil charge and any other remedies.

華新麗華集團特指華新麗華股份有限公司、上海華新麗華電力電纜有限公司、常熟華新特殊鋼有限公司、江陰華新特殊合金材料有限公司、江陰華新鋼纜有限公司、華新（南京）置業開發有限公司、南京華新物業管理有限公司、煙台華新不銹鋼有限公司、杭州華新電力線纜有限公司、杭州富通電工有限公司、華新鎳業公司、印尼旭日公司、華新精密科技股份有限公司、華新能源電纜系統股份有限公司等。

Walsin Lihwa Group means Walsin Lihwa Corporation, Shanghai Walsin Lihwa Power Wire & Cable Co., Ltd, Changshu Walsin Specialty Steel Co., Ltd., Jiangyin Walsin Specialty Alloy Materials Co., Ltd., Jiangyin Walsin Steel Cable Co., Ltd., Walsin (Nanjing) Development Co., Ltd., Nanjing Walsin Property Management Co., Ltd., Yantai Walsin Stainless Steel Co., Ltd., Hangzhou Walsin Power Cable & Wire Co.,Ltd., Hangzhou Futong Electric Industries Co.,Ltd., PT. Walsin Nickel Industrial Indonesia., PT. Sunny Metal Industry., Walsin Precision Technology Sdn. Bhd., Walsin Energy Cable System Co., Ltd., and other Walsin Lihwa Corporation controlled entities.

Signature of Authorized Person: _____

Job Title: _____

授權簽名者簽名

職稱

Date: _____

簽署日期

The Supplier's Company Full Name: _____ (With Company Seal)

公司全名

(加蓋公司章)