

Code of Conducts

行為準則

The undersigned, _____ (“Supplier”), acknowledges and agrees that its compliance of followings are critical to Macronix International Co., Ltd. and/or its affiliates (collectively or individually “Macronix”), hence, the Supplier hereby (i) undertakes and assures that it and its contractors have complied with and will continue to comply with the code of conducts, ethical rules and requirements of Macronix and/or its customer(s), including but not limited to the followings, which may be further modified from time to time by Macronix; and (ii) irrevocably authorize Macronix and/or its designatee to audit and/or verify, whether on side or not, no violation of laws, and are in compliance with ethical rules as well as the contents hereof.

立確認書人：_____ (下稱「供應商」)，謹此確認並同意下列規定係旺宏電子股份有限公司或其關係企業(以下統稱或分稱「旺宏電子」)與供應商交易往來之關鍵前提，併此同意及保證 (1)供應商及其承包商均遵循「旺宏電子」及其客戶之行為準則規範及道德倫理等規範(包含但不限於下述事項，以及其隨時提出之相關需求); (2)不可撤銷的授權旺宏電子及其指定人得以任何方式(包含但不限於實地查證)稽核供應商及其下游包商，以確認其等無違法情事，並遵守誠信經營原則及履行本確認書內容。

A. HUMAN RIGHTS/人權

1. CHILD LABOR/童工

1.1. Supplier will not use child labor, and the Supplier as well as its contractors shall implement appropriate mechanism to verify the age of employees. The term “child” refers to any person employed under the age of 15 or other age under the applicable laws.

供應商謹此確認並保證絕不雇用「童工」並保證與下游包商均已設立適當機制驗證員工年齡。所謂「童工」係指15歲以下或勞基法定義之受僱人。

1.2. Employees under the age of 18 shall not perform work that is likely to jeopardize his or her health or safety, including night shifts and/or overtime.

18歲以下之受僱人不得從事具有危險性或危害身體健康之工作，包括夜間值勤或加班。

1.3. Supplier shall not involve children for prostitution, production of pornography and/or pornographic performances.

供應商謹此確認並保證不誘使兒童賣淫、製作色情製品或進行色情表演。

1.4. Supplier shall not offer or procure children for illicit activities.

供應商謹此確認並保證不誘使兒童從事非法活動。

1.5. Supplier shall properly manage student employees and shall provide appropriate support and training to all student employees. Where there is no such local law, the wage rate for student workers, interns, and apprentices shall be at least the same wage rate as other entry-level employees completing similar tasks. When identified, child labor should be provided with assistance/remediation.

供應商應妥善管理學生員工，並應對所有學生員工提供適當的支援與培訓。倘當地法律無規定時，學生員工、實習生及學徒之薪資水準至少應與從事類似工作之其他初階員工相等。如果發現雇用「童工」情形，必須提供協助及補償。

2. FORCED OR INVOLUNTARY LABOR/非自願勞動服務

2.1. Supplier will comply with all applicable laws and regulations prohibiting slavery and trafficking in its business and its supply chain.

供應商謹此確認並保證遵循避免奴役或販賣人口之相關規定。

2.2. Supplier will not use forced or involuntary labor of any type.

供應商謹此確認並保證絕不雇用受迫或非自願之勞工。

2.3. Supplier and its agents will not hold or otherwise destroy, conceal, confiscate or deny access by employees to their identity or immigration documents or to hold their wage, allowance, identity card, certificate, etc., to force them working. Nor shall the Supplier have employee bear recruiting fees or expenses. If any such fees are found to have been paid by employees, such fees shall be repaid to the employees.

供應商及其代理人謹此確認並保證絕不扣留或以其他方式毀壞、隱匿、沒收或拒絕受僱人取用身分證明或文件，亦不扣留受僱人之薪資、津貼等以強制其工作。供應商更不得要求員工承擔招聘費用。倘其員工已支付任何招聘費用，供應商應返還該費用予該員工。

2.4. Supplier shall ensure employees are free to leave the workplace after required work hours or terminate their employment without penalty if reasonable notice is given based on the worker's contract. There shall be no unreasonable restrictions on Supplier employees' freedom of exiting, entering or movement in the facility.

供應商謹此確認並保證員工於工作後，得自由離去工作場所，或有權於依

據聘僱合約提出合理通知後終止僱傭關係而不受懲罰，且不得對員工出入工作場所或其在工作場所內之行動自由施加不合理的限制。

3. WORKING HOURS/工作時數

3.1. Supplier will comply with all applicable laws and regulations relating to working hours, including overtime hours and compensation.

供應商謹此確認並保證遵循勞基法等相關法令有關工作時數之規定(包含加班時間及費用等)。

3.2. Supplier will not exceed prevailing local work hours and will appropriately compensate overtime. Further, a workweek shall not be more than 60 hours per week, including overtime, except in emergency or unusual situations. Workers shall be allowed at least one day off every seven days.

供應商謹此確認並保證絕無超時工作情事，且將依法給付加班費。除緊急或突發事件外，每周之工作時數不應超過六十小時(包含加班工時)。每七日應允許員工至少有一日休假。

3.3. Supplier will keep record of the work hours of its employees, including its foreign employee or agent).

供應商謹此確認並保證妥善保存國內外員工及代理人之工作時數及相關紀錄。

3.4. Supplier must strive towards reducing working hours to align with the established International Labour Organization (ILO) standard of 48 regular hours of work per week. In case recorded working hours consistently exceed 48 hours per week, the Supplier is required to have a time-bound action plan for reducing working hours.

供應商應致力於縮短員工工作時數，以符合國際勞工組織(ILO)之每周正常工時四十八小時之標準。若工作時數持續超過每周四十八小時，供應商應就減少工作時數制定有時間限制之行動計畫。

4. WAGES AND SOCIAL INSURANCE/薪資及社會保險

4.1. Supplier will comply with all applicable laws and regulations in connecting with compensation, including but not limited to minimum wages, piece rates and/or payment terms, and will provide at least mandatory benefits, such as social insurance.

供應商謹此確認並保證遵循一切與薪資相關之規定(包含但不限於：最低薪資、計件工資及社會保險等法定福利)。

4.2. Supplier will provide written document in their native language that record the terms and conditions of employment to the Employees prior to the worker departing from his or her country of origin and there shall be no substitution or change(s) allowed in the employment document upon arrival in the receiving country unless these change are made to meet local law and for equal or better terms.

供應商謹此確認並保證已與所有員工簽訂僱傭契約，並於受僱人離開原本的國家前，提供以受聘人母語撰寫之聘僱合約，在抵達受聘國家後，該聘僱合約之內容非因符合該國家之法令不得修改。

4.3. Supplier will clarify all deduction of the payment, and will not deduct wage for punishment.

供應商謹此確認並保證不扣除工資懲罰員工，並同意詳載薪資及扣減項目與金額。

4.4. For each pay period, workers shall be provided with a timely and understandable wage statement that includes sufficient information to verify accurate compensation for work performed.

在每個支薪週期，供應商均應提供含有足以證實支付薪酬資訊之薪資單。

4.5. All use of temporary, dispatch and outsourced labor will be within the limits of all applicable laws and regulations.

所有臨時、派遣和外包勞動力之聘用均應符合法令規定。

4.6. Supplier must conduct an analysis based on living wage standards to map potential gaps and demonstrate a strategy to advance wages and show progress over time.

供應商必須依據生活工資標準進行分析，以識別潛在差距，並展現提高薪資之政策及成果。

5. EMPLOYEE BENEFIT/員工福利

5.1. Supplier will establish administrative systems for labor related matters.

供應商謹此確認並保證已建立勞工事務管理系統。

5.2. Supplier will provide employees with access to inquiry, support, or training.

供應商謹此確認並保證提供員工所需之諮詢及訓練。

6. EMPLOYMENT AGREEMENT/聘僱契約

6.1. Supplier will enter into agreement with the Employee (“Employment Agreement”) without undue influence.

供應商謹此確認並保證與員工係在正常狀態下締約（下稱「聘僱契約」）。

6.2. Supplier warrants that the terms of the Employment Agreement comply will the applicable laws.

供應商謹此確認並保證其聘僱契約之約定均符合勞基法等相關法令規定。

7. DISCRIMINATION/反歧視

7.1. Supplier will not discriminate in hiring and implement employment practices based on race, religion, age, nationality, social or ethnic origin, sexual orientation, gender, gender identity or expression, marital status, pregnancy, political affiliation, or disability.

供應商謹此確認並保證在招募及薪資、升遷、獎勵、培訓等僱傭措施方面絕無種族、宗教、年齡、國籍、族群、性取向、性別、婚姻、懷孕、政治立場、殘疾等歧視。

7.2. Supplier will respect different religion practice and provide reasonable assistance if available.

供應商謹此確認並保證尊重不同宗教習俗，並將盡力提供合理協助。

7.3. Supplier will not allow any inhumane treatment, corporal punishment, violence or other forms of physical coercion or harassment in workplace or any facilities that is under Supplier’s control; nor is there to be a threat of any such treatment.

Supplier shall also clearly define disciplinary policies and procedures and communicate them to employees.

供應商謹此確認並保證工作場所或其控制場所內，絕無騷擾、非人道待遇、體罰、暴力或脅迫等不法或不當行為。供應商亦應明確建立相關政策與因應程序，並讓受僱人知悉其內容。

7.4. Supplier will respect the company’s commitment to advancing equality and its implied meaning, such as improving the position of women, and respecting the dignity of women.

供應商謹此確認並保證推廣平等權及其實質內涵，包含提升婦女地位及尊嚴維護。

7.5. The supplier shall not demand employees to proceed unreasonable medical test.

供應商不得要求員工接受不合理之醫療檢查。

8. FREEDOM OF ASSOCIATION AND COLLECTIVE BARGAINING/結社自由與集體談判

8.1. Supplier shall respect the legal rights of employees to join or to refrain from joining worker organizations, including but not limited to labor unions. Supplier may engage in collective bargaining, either on its own behalf or through employers' associations, with a view to reaching agreement on employment conditions. Employees and/or their representatives must be able to openly communicate and share ideas and concerns with management regarding work without fear of discrimination, reprisal, intimidation, or harassment.

供應商謹此確認並保證尊重員工參加或拒絕參加勞工組織(包括但不限於：工會)之權利。供應商亦會自行或透過工會進行協商，以便達成僱傭之協議。員工或其代理人應當能夠在無需擔心歧視、報復、恐嚇或騷擾之情況下，公開地與管理層溝通、表達工作上之想法與顧慮。

8.2. Supplier will treat employees equally regardless of the organization they belong to; no discrimination, harassment; punishment will be made due to legal association or their associate or contact with labor unions.

無論員工附屬任何組織或結社，供應商謹此確認並保證平等對待員工，絕不因員工前揭結社或活動，而予以處罰、歧視及騷擾。

9. HEALTH AND SAFETY/健康及安全

9.1. Supplier will provide the Employee with a safe and healthy workplace in compliance with all applicable laws and regulations and in accordance with occupational and safety requirements of Macronix. Supplier shall ensure that the Employee has reasonable accessible and sanitary lavatory and potable water. Also, Supplier shall ensure that the dining, food preparation, food storage facilities etc., provided by Supplier, is sanitary and complies with applicable law and regulation. Dormitories shall be clean and safe, and provided with appropriate emergency exits, hot water, heat and ventilation, and other reasonable privileges. Suppliers also recognize that ongoing worker input and education is essential to identifying and solving health and safety issues in the workplace.

供應商謹此確認並保證依據法令及旺宏之職業安全衛生相關規範提供員工安全健康之工作環境。供應商並保證其員工享有合理之工作空間、衛生廁所及飲用水。同時，供應商亦保證其所提供員工之餐飲、食材備料、食品儲存設施等方面之衛生符合相關法令規定。供應商亦認知到持續投入人力並給予工作者適當之相關訓練有助於識別並改善工作環境下健康及安全之

議題。宿舍應乾淨、安全，並提供適當之緊急出口、熱水、暖氣與空調設備和其他合理的待遇。

9.2. Supplier shall evaluate production and other machinery for safety hazards.

Physical guards, interlocks and barriers are to be provided and properly maintained where machinery presents and injury hazard to worker

供應商謹此確認並保證會對其生產及其他機械工具進行安全危害評估。當生產及其他機械工具對工作者可能造成傷害時，應提供工作者安全防護裝備。

9.3. Supplier shall establish the proper design, engineering, preventative maintenance, safe work procedures and ongoing safety training to control the worker exposure under potential safety hazards. Worker exposure to chemical, biological and physical agents is to be identified, evaluated, and controlled. Engineering or administrative controls must be used to control overexposures. When hazards cannot be adequately controlled by such means, worker health is to be protected by appropriate personal protective equipment and educational programs.

供應商應建立適當之工作安全程序、預防性維護措施，並持續給予工作者工作安全訓練以控制潛在之安全隱憂。暴露於化學、生物及物理媒介之工作者，應被明確識別，相關工程措施須建立以避免工作者之過度接觸。如無法透過前述方式充分控制危害，應以適當之個人防護設備及教育保護相關工作者之健康安全。

9.4. Supplier shall identify, evaluate and control the hazards of physically demanding tasks, including manual material handling and heavy or repetitive lifting, prolonged standing and highly repetitive or forceful assembly tasks.

供應上應識別，評估及控制工作環境所可能面臨之危險，包含但不限於搬運物料、重物或重複舉重、長時間站立、高度重複或強力之任務。

9.5. Supplier shall identify and evaluate potential emergencies and incidents, including establishing and implementing emergency plans and procedures to minimize possible damage.

供應商應鑑別與評估潛在的緊急情況與事件，包括制定與實施緊急應變計畫與程序，將可能造成之損害降至最低。

9.6. Procedures and systems are to be in place to prevent, manage, track, and report incidents, occupational injury and illness including provisions to encourage workers to report, classify and record such cases, provide necessary medical

treatment, investigate cases and implement corrective actions to eliminate their causes, and facilitate return of workers to work. Supplier must in and for its business relationship with other partners take all reasonable actions so that the target of zero incidents, leading to fatalities, injuries, and illnesses, can be reached.

供應商應制定程序和體系來預防、管理、追蹤和報告意外事故、工傷和職業病，包括能鼓勵員工報告、歸類和記錄前述案例、提供必要的治療、調查案例並執行糾正措施以杜絕類似情況，及協助員工返回工作崗位的規定。供應商在與其他合作夥伴之業務關係中，應採取一切合理行為以實現零事故(致死、致傷或疾病)的目標。

- 9.7. Supplier must have and implement effective programs that encompass life safety, incident investigation, chemical safety, ergonomics, etc., and provide the same standard of health and safety in any housing that is provided for employees. Supplier will provide the Employees with safety training and job safety equipment required by applicable law (if any) and the instruction of proper use ensuring the use of such equipment in a safe manner.

供應商謹此確認並保證關於員工之安全及相關調查等，均已標準規範並有效執行。員工宿舍亦準用一致的標準。供應商謹此確認並保證提供員工相關安全設備、教育訓練及使用說明，確保得以安全使用該設備。

- 9.8. Supplier shall establish notification systems and conduct investigation, tracking and management for the incident of labor's health and safety.

供應商應建立勞工健康及安全事故之通報系統，並進行調查、追蹤及管理。

- 9.9. Supplier may establish health and safety committee to strengthen employees' education of health and safety. Supplier shall encourage employees to participate and make recommendations related to the workplace.

供應商得成立健康與安全委員會，以加強員工的健康與安全教育，並應鼓勵員工參與及提出與工作環境相關之建議。

- 9.10. Supplier will acquire the certificate required, such as ISO45001 or ISO14001, before supply products or service to Macronix.

供應商謹此確認並保證於提供產品及服務給旺宏前，已取得其領域之合格證明書(例如：ISO45001 或ISO14001 等)。

10. MANAGEMENT/營運

10.1. Supplier has established and maintain effective communications system to promote positive relations between Suppliers, employees and Customers. Supplier has ongoing processes to communicate clear and accurate information about Supplier's policies, practice, expectations, and performance, and to assess employees' understanding of and obtain feedback on practices must be established to foster continuous improvement.

供應商謹此確認並保證建立有效的溝通機制以維持供應商、員工及客戶間良好的互動關係。

供應商應制定程序並將其政策、實踐、預期及績效清晰、準確地傳達予員工。

10.2. Supplier shall implement a timely correction process to cure the deficiencies identified by internal or external assessment, inspections, investigations and review. Supplier must run periodic self-evaluations, at least every calendar year, to ensure conformity to legal and regulatory requirements, the content of this Code, and customer contractual requirements.

供應商謹此確認並保證將定期檢視並採取糾正措施，以糾正內部或外部評估、調查和審查所發現的缺陷。供應商應每年定期進行自我評估，以確保符合法律與法規要求、本準則內容，以及客戶合約中的相關要求。

10.3. Supplier shall identify the environmental (including but not limited to production areas, warehouse, storage facilities, plant/facilities support equipment, laboratories, test areas, sanitation facilities (bathrooms), kitchen/cafeteria and worker housing/dormitories), health and safety, labor practice and ethics risks associated with company's operations. Determination of the relative significance for each risk and implementation of appropriate procedural and physical controls to control the identified risks and ensure regulatory compliance.

供應商謹此確認並保證將識別公司之環境(包含但不限於：生產區域、倉庫、貯存設施、實驗室、測試區域、衛生設備、廚房、餐廳及員工宿舍)、員工之健康安全、勞工及道德等議題之風險，並確認前揭風險之相對重要性、實施適當之程序以控管所識別之風險。

10.4. Supplier hereby reconfirms that it has no harassment, or threats of harassment and/or abuse allegation(s) in its organization, and will use its best efforts to ensure the same in the future.

供應商謹此確認並保證工作場所內絕無騷擾或騷擾威脅，並保證盡最大努力確保未來亦無騷擾或騷擾威脅。

10.5. Supplier shall ensure that the third-party recruitment agencies, if any, comply with the requirement of this Certificate and applicable law.

供應商謹此確認並保證其所委託之第三方招聘機構亦符合本確認書之規定。

10.6. Supplier shall have appropriate training programs for its officers and employee to ensure legal compliance and honest operation of business. Supplier shall require its contractors to train their respective employees to ensure the same.

供應商謹此確認並保證妥善培訓其經理人和員工，以確保法令遵循及誠信營運；供應商亦應要求其分包商妥善培訓其經理人和員工。

10.7. Supplier hereby warrant that (i) it can clearly identify its senior executive and representative(s) responsible for ensuring the implementation of management and operation; and (ii) they have reviewed and approved related systems and policy, including those herein and continual improvement of such, on a regular basis.

供應商謹此聲明保證(1)可明確確定負責管理與營運之資深管理人和公司代表；及(2)前開人員均定期審核相關系統與制度，前揭系統與制度應當持續推動改進。

10.8. As an addition to the Supplier's own grievance mechanism, Supplier and its Employees are encouraged to report concerns regarding suspected violations of applicable laws or this Code to Macronix.

供應商應鼓勵其員工向旺宏舉報涉嫌違反法律或本準則之行為。

B. ENVIRONMENT PROTECTION/環境保護

1. Pollution control/污染控制

1.1. Supplier must comply with all applicable environmental laws, regulations and standards, obtaining, maintaining and keeping current all relative environmental permits, approvals and registrations, including but not limited to chemical and waste management and disposal, recycling, industrial wastewater treatment and discharge, rainwater runoff pollution prevention, air emissions controls, noise control, environmental permits and environmental reporting. All types of wasting will be reduced or eliminated at the source.

供應商謹此確認並保證遵循所有環境衛生及環保法令、法規和標準，且取得、維持並更新所有相關證書，包括但不限於有關管理和處置、回收化學物品及廢棄物，處理及排放工業廢水，防止雨水逕流污染，控制空氣排

放、控制噪音、環評及環境報告等。供應商亦保證將從源頭被減少或改善所有形式之浪費。

- 1.2. Supplier will promote energy conservation, resource conservation and reduce greenhouse gas emissions, such shall be tracked and documented at the facility and/or corporate level. Supplier will also accept Macronix's audit and inspection regarding the same. Supplier shall also publicly disclose its targets for reducing its emissions consistent with limiting global temperature rise to 1.5°C, including its progress on annual basis. Supplier must set near-term science-based targets to roughly halve emissions before 2030 and set a long-term science-based target by cutting all possible-usually more than 90%- of omissions before 2050.

供應商謹此確認並保證促進節能、節約、減少溫室氣體之排放，以及追蹤、紀錄能源消耗與設備或營運活動所產生的溫室氣體排放，並配合旺宏稽核與盤查前開作業之落實。供應商並應公開揭露其減少排放之目標，該目標應與將全球氣溫上升控制在1.5°C以下一致，包括每年公開實現之進度。供應商應設定近程科學基礎減量目標在2023年前大致將排放量減半以及長期目標在2050年前減少所有可能之排放量(超過90%)。

- 1.3. Supplier will comply with additional environmental requirement specified by Macronix.

供應商謹此確認並保證遵循旺宏之環保相關規定及要求。

- 1.4. Supplier will have and implement management system to control and identify the handling, storage, transport, recycling, use or reuse and disposal of materials. The system to characterize, monitor, control and treat solid waste, air emission, water management shall be in place.

供應商謹此確認並保證已建立並確實執行物料處理、儲存、運輸、回收及使用或再利用與清除等之管理制度。供應商併此確認與保證業已建立分類、監測、控制及處理固態廢物、廢氣排放、水資源及可能侵害環境之化學品及其他材料管理之制度。

- 1.5. Suppliers shall comply with all applicable laws, regulations and customer requirements, including but not limited to restriction of specific substances in products and manufacturing.

供應商謹此確認並保證遵循所有法令規定，包括但不限於產品製造過程中之特定物質限制規定。

- 1.6. Suppliers shall establish a system to prevent contamination of storm water runoff.

供應商謹此確認並保證建立制度防止雨水污染。

2. Product/產品

2.1. Supplier will ensure that its product comply with the regulations regarding RoHS, REACH, etc.

供應商謹此確認並保證其產品符合有關RoHS，REACH 等國內外規範。

2.2. Supplier will ensure that its product does not contain any Substances of Very High Concern (SVHC) and any hazardous substances, preparations or articles as listed in Annex XVII of REACH

供應商謹此確認並保證其產品不含任何高度關注物質（Substances of Very High Concern-SVHC）或REACH 的附件XVII 中列出的任何有害物質、製劑或物品。

2.3. Supplier will never provide counterfeit or used products to Macronix.

供應商謹此確認並保證絕不提供假冒或二手產品予旺宏電子。

2.4. Supplier shall follow OECD and RMI Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflicted-Affected and High-Risk Areas to avoid conflict minerals, and take the best effort to avoid, directly or indirectly financing armed groups violation human rights. Supplier shall provide Conflict Minerals relative reports if requests by Macronix.

供應商謹此確認並保證遵循經濟合作暨發展組織OECD及責任礦產倡議組織RMI 之規定，並盡責調查關於受衝突影響及高風險地區的礦物供應鏈，以避免有衝突礦產，並保證盡力避免直接或間接資助違反人權之武裝團體。如經旺宏電子要求時，供應商須提供其產品相關之衝突礦產調查報告。

C. No Corruption/無賄絡

1. No Bribery/不行賄

1.1. Supplier hereby represents and warrants that itself, its employees, officer, director, more than 10% investor, shareholders, or agents will not directly or indirectly involve in bribery, corruption, violation of applicable laws and regulations, and/or other misconduct, and/or bribe in any way any officer, director, or employee of Macronix, its subsidiaries or affiliates, or any other entity, including without limitation, by offering kickbacks or gifts.

供應商謹此確認並保證其員工、經理人、董事、持股超過百分之十之投資者、股東或代理人未直接或間接涉及賄賂、貪腐、違反法令等任何不正當行為，且絕不以任何方式(包含但不限於提供佣金、回扣或禮品等)，行賄旺

宏電子、其關係企業或其董事或員工。

- 1.2. Supplier shall not offer, promise, give, request, agree, accept or receive any treatment or benefit in any form, directly or indirectly, to or for anyone for the purpose of obtaining or retaining improper advantage, business with Macronix, its subsidiaries or affiliates, or any other entity or from or to any public official or employee or representative of a state owned or private enterprise.

供應商謹此確認並保證絕不以任何方式直接或間接要約、承諾、交付、請求、同意、收受賄賂或利益，以爭取或保留不正當利益或與旺宏電子、其關係企業或任何公務員、公營或民營企業之員工交易。

- 1.3. Supplier will avoid any unfair competition practices or any situation which may arise conflict of interest between a Macronix employee or supplier and the best interest of Macronix. Supplier shall notify Macronix as soon as it becomes aware of a conflict of interest situation.

供應商謹此確認並保證避免任何不正當競爭行為或任何可能導致旺宏電子員工或供應商與旺宏利益衝突。供應商並保證於知悉利益衝突時立即通知旺宏電子。

- 1.4. Disclose to Macronix if any public official or its family member has a controlling financial interest in the Supplier or if the Supplier is in any other way affiliated with public officials.

若任何公務員或其家庭成員就供應商具有控制性財務利益或供應商以任何其他形式與公務員有關聯，則應向旺宏揭露。

- 1.5. Supplier hereby represents and warrants its compliance with applicable anti-corruption laws and regulations.

供應商謹此確認並保證遵守反腐敗相關之法令及規範。

- 1.6. Supplier has a zero-tolerance policy towards any and all forms of bribery, corruption, extortion and embezzlement.

供應商謹此確認並保證對任何形式之賄賂、腐敗、勒索和挪用公款採取零容忍政策。

- 1.7. Supplier represents and warrants that it will notify Macronix in writing immediately if it knows or shall have known any of its employees, officers, directors, more than ten (10) percent shareholders, or agents is in violation of the applicable laws and regulations, the agreement signed with Macronix, and/or this

COC. In the event of breach any of the above, or when Supplier ignore Macronix's investigation request or refuse to cooperate Macronix, Supplier shall pay Macronix punitive damages equivalent to 3% of the total amounts of the Agreement and/or the PO each day during the period from Supplier's receipt of Macronix's notice until such breach has been duly rectified.

供應商謹此確認並保證，於明知或可得而知其員工、經理人、董事、代理人或持股百分之十以上之投資者或股東違反法令或違反其與旺宏電子間之約訂或本確認書內容時，應立即以書面通知旺宏電子。供應商如有違約或違反本確認書時，應自收受旺宏電子書面通知起，至依法或依約補正日止，按日依合約或訂單金額之百分之三計算懲罰性違約金給付旺宏電子。

- 1.8. If the Supplier violates the provisions of the COC, Macronix may terminate and rescind the agreement with the Supplier and/or the PO, in whole or in part, with immediately effects, and off-set the damages from any accounts payable to the Supplier.

供應商有違反本確認書之規定時，旺宏電子得逕行終止與供應商簽署之合約或撤銷訂單之全部或一部，並自對供應商應給付之任何款項中扣抵供應商之賠償或罰款。

2. Morale/倫理道德

- 2.1. Supplier will monitor and comply with all applicable laws, regulations and the policy or requirements of Macronix and/or its affiliated companies.

供應商謹此確認並保證監督並遵守相關法令規定，並遵守旺宏電子(或其關係企業)之政策與要求。

- 2.2. Supplier will ensure adequate transparency with its information regarding labor, health and safety, environmental practices, business activities, structure, business operations, financial statements or strategies under applicable law and prevailing industry practices. All business transactions shall be accurately reflected on Supplier's business books and records.

供應商謹此確認並保證其勞工、健康與安全、環保活動、商業活動、組織架構、業務營運、財務報表與策略均依相關法令或業界慣例揭露，且所有業務往來應準確地記錄在供應商之帳簿及表冊。

- 2.3. Supplier shall obtain and maintain all necessary governmental permits for the construction and operation of facilities and ancillary facilities.

供應商謹此確認並保證取得及定期更新所有設備與輔助設施的建造和營運的政府許可證。

- 2.4. Supplier shall not infringe the intellectual property rights of any third party.
供應商謹此確認並保證未侵害他人智慧財產權。
- 2.5. Standard of fair business, anti-trust, advertising, competition as well as customs controls are to be upheld.
供應商謹此確認並保證將以合乎公平交易、反壟斷、廣告、競爭及關稅之方式進行供應商業務。
- 2.6. Supplier shall have internal control over its and its customer's confidential or proprietary information.
供應商謹此確認並保證有效建置並執行客戶資訊或機密資料之管控與保密。
- 2.7. Supplier shall have program to protect whistleblower and provide access to anonymous complaint. Supplier shall also give a safe environment for employees to provide grievance and feedback without fear of reprisal or retaliation.
供應商謹此確認並保證有效建置並執行保護舉報人與匿名投訴之管道。供應商亦應提供員工安全之環境以表達不滿和反饋，而不必擔心遭到報復。
- 2.8. Supplier shall not directly or indirectly facilitate money laundering or terrorism financing.
供應商謹此確認並保證絕不直接或間接為洗錢或恐怖主義融資提供便利。

D. Corporate Social Responsibility/企業社會責任

1. Supplier will effectively implement and improve adequate systems to ensure the embodiment of CSR. Supplier shall also clearly identify the officer responsible for the implementation of business management and operation as well as the policies of environmental, social and corporate governance, which shall be published and announced in local language or language(s) understandable by employees and other people affected by the policy.
供應商謹此確認並保證有效建置並改善企業社會責任之適當機制，並明白指定該營運之負責人，且以員工及其他受該機制影響之人均能理解之語言張貼於工作場所內。
2. Supplier will follow the guideline of ISO14001, ISO45001, SA8000, RBA CoC (<https://www.responsiblebusiness.org/code-of-conduct/>), ISO26000, ISO27001 and other related international standards.

供應商謹此確認並保證遵照ISO14001，ISO45001，SA8000，RBA CoC (<https://www.responsiblebusiness.org/code-of-conduct/>)，ISO26000，ISO27001等國際準則。

3. Supplier will keep records to ensure its compliance with applicable laws, regulations, and rules, including but not limited to its own requirements, code of conducts, corporate governance, ethical rules and/or requirements of Macronix and its customer(s). Supplier shall provide an adequate level of documentation which substantiates the adherence of it compliance.

供應商謹此確認並保證已依法保留遵守相關法令及規定(包括但不限於:其自身規定、行為準則規範、公司治理、道德倫理及旺宏電子與其客戶之要求等)紀錄。供應商並應提供遵守之證明文件。

4. Suppliers shall have a process to ensure compliance of all applicable laws and regulations associated with Supplier's business and/or operations. Suppliers shall determine the relative significance for each risk and implement appropriate procedural and to control the risks.

「供應商」應制定適當的程序以確保法令之遵循。供應商應評定每項風險的級別，實施適當的程序和實質管制來控制已識別的風險和確保遵行監管規例。

5. Suppliers shall have written performance objectives, targets, and implementation plans to improve the Supplier's social, environmental, and corporate governance related performance, including a periodic assessment of Supplier's performance in achieving those objectives. Supplier must identify and document any significant aspects in the Supplier's operational activities.

「供應商」應制定書面績效目標、指標和實施計劃來提高參與者的社會、環境和公司治理之績效，以及對其達成該等目標之評等。供應商應識別並記錄其營運活動中之重要面向。

6. Supplier will provide timely response, assistance, investigation and feedback in the event Macronix or its customer has any concerns.

旺宏電子或其客戶對供應商有疑慮時，供應商保證及時調查、回應並予以釐清。

7. Supplier hereby irrevocably grant to Macronix, its employees, customers, or their representatives to audit the Supplier and/or its contractors, including but not limited to its manufacturing facilities, office building as well as inventories,

providing that Macronix gives Supplier reasonable advance written notice.

供應商謹此不可撤銷的授權旺宏電子及其員工、客戶或其等指定之代表人查核供應商(及其承包商)，包括但不限於其工作處所及相關設施與存貨，但旺宏電子應於進行前合理期間，以書面通知供應商。

8. Supplier may participate in social and economic development activities and contribute to community development.

供應商得參與社會和經濟發展的活動，並對社區發展做出貢獻。

9. If Supplier requires using land for its business operations, Supplier must respect land rights of affected communities. Supplier shall communicate and consult with local communities and affected stakeholders. Community engagement must be carried out in an inclusive, equitable, culturally appropriate, gender-sensitive, and rights-compatible manner.

供應商因營運目的而須使用土地時，須尊重受影響社區之土地權利。供應商應與當地社區和受影響之利害關係人溝通及協商，並以包容、公平、文化適宜、權利兼容之方式進行。

E. Personal Data Protection/個資保護

1. Supplier has complied with and will continue to comply with applicable personal data protection laws.

供應商謹此確認並保證遵守個人資料保護之相關法令規定。

2. Supplier hereby represent and warrant that, except for the corresponding information of the transactions with Macronix (if any), no personal data under the GDPR (“GDPR Data”) has been or will be, directly or indirectly, provided to Macronix.

供應商謹此保證：除與旺宏電子交易之聯絡人資訊外，絕未直接或間接提供任何受GDPR規範之個人資料(下稱「GDPR個資」)予旺宏電子。

3. Supplier hereby acknowledge and reconfirm that, Macronix has no obligation to ensure and/or judge that if GDPR Data is provided by or for the supplier, provided that Macronix, upon learning its receipt of GDPR Data, will delete and/or return said GDPR Data to its owner pursuant to the applicable laws.

供應商謹此認知並確認：旺宏電子並無審閱供應商提供之資料以判斷其是否屬於GDPR個資之義務。但旺宏電子於獲知有GDPR個資時，將依法刪除或返還該GDPR個資予該其所有人。

4. Supplier hereby commits to protecting the reasonable privacy expectations of personal information of everyone they do business with, including suppliers, customers, consumers, and employees.
供應商謹此承諾保護與他們有業務往來者之個人資訊的合理隱私期待，包括供應商、客戶、消費者及員工。
5. Supplier hereby warrant that its activities, including collecting, processing or storing personal data, are lawful, fair and transparent, and limited to a specific purpose, and will preserve the accuracy, integrity and confidentiality of such data.
供應商謹此確認並保證蒐集、處理或儲存個人資料等行為均合法、公平及透明，且僅限於特定目的，並保證維護相關資料之準確性、完整性及機密性。

F. Information Security Protection/資訊安全保護

1. Supplier hereby represents and warrants its compliance with the information security policy of Macronix and the requirements of Macronix to prevent loss, liabilities, and damages, whether direct or indirect, to Macronix, its employees and/or customers.
供應商謹此確認並保證遵守旺宏電子資訊安全政策及旺宏電子之要求，以避免造成旺宏電子、其員工或客戶之損失或責任。
2. Supplier hereby represents and warrants that it has the obligation to keep confidential of information and/or assets received in connection with the transaction with Macronix, and use the above information exclusively for the transaction with Macronix. Without the prior written consent of Macronix, Supplier shall not access, alter, modify, and/or destroy any of the above information.
供應商謹此確認並保證與旺宏電子交易合作期間所知悉或取得之資訊或資產，均負保密及妥善保管之義務。除經旺宏電子事前書面同意，絕不存取、竄改、破壞或洩露之。
3. Supplier hereby represents and warrants that the software and/or any deliverables provided to Macronix has no security issues, nor violates any intellectual property rights and/or interests of any third party. In case of violation, Supplier shall be responsible for any and all liabilities incurred and compensate losses and damages to Macronix and its customers.
供應商謹此確認並保證提供旺宏電子之軟體、資訊或物品，均無資安之疑慮且未侵害他人之智慧財產權或其他權利，如有違反，供應商應擔負所有法律責任並賠償旺宏電子、其客戶等之損害。

G. Authorization/授權

1. Supplier hereby irrevocably authorizes Macronix to sign, on behalf of Supplier, any code of conduct or other requirements Macronix' customer(s) may require from Macronix and accepted by Macronix accordingly.

供應商謹此同意並授權旺宏電子代理供應商簽署旺宏電子之客戶要求旺宏電子(或其供應商)接受之任何要求或文件。

2. Supplier shall, within a reasonable timeframe and without undue delay, notify Macronix of any of its or its contractors' violation hereunder, and agree that Macronix may terminate its agreement or transaction with Supplier and/or claim for remedies.

供應商謹此確認並保證在合理時間範圍內通知旺宏電子任何與供應商或其承包商之違法行為，並同意旺宏電子可隨時終止其與供應商間之契約或交易，且可請求損害賠償。

3. Supplier represents and warrants that it will comply with all commitments of Macronix in response to Macronix' customers.

供應商謹此確認並保證以相同之標準與程度履行旺宏電子對其客戶之承諾與義務。

Supplier/供應商:

Name/代表人:

Title/職稱:

Address/地址:

Date/日期: