



從業道德及供應商行為準則規範遵循聲明

身為台積子公司采鈺科技股份有限公司(下稱「采鈺公司」)的供應商,我們瞭解「誠信正直」是台積公司與采鈺公司最重要的核心價值,采鈺公司嚴格遵守並提倡高標準的從業道德行為規範,以維持得之不易的來自股東、員工、客戶及社會大眾對台積公司與采鈺公司的信任。台積公司與采鈺公司絕不允許為圖利個人利益而犧牲公司利益或與公司有衝突之行為,亦不允許任何形式的賄賂、不公平競爭、舞弊、浪費及濫用公司資源等情事,或不當影響他人決定的行為(此處之「他人」包括政府官員、司法人員、客戶、供應商和承包商)

我們深知采鈺公司的供應商是實踐以上核心價值的重要成員。采鈺公司的供應商,除了必須履行上述從業道德標準外,更必須遵守采鈺公司的相關要求,進一步確保不因提供采鈺公司相關產品或服務而使環境或其他利害關係人受到不當的對待。

為此,本公司特此聲明已詳閱並將確實遵守采鈺公司的「從業道德規範及采鈺公司供應商行為準則」(準則內容請參考采鈺官網: <https://www.viseratech.com/download/0/81/>) 未來並將配合采鈺公司的稽查及相關調查。本公司亦同意如有違反以上相關規範與準則之情形,采鈺公司有權進行懲處,包括但不限於逕行終止雙方之業務往來關係等處置。我們也將積極參與采鈺公司對於從業道德規範的宣導與遵法活動。

我們更進一步承諾將:

1. 不從事任何違法、不當或違反公平競爭的商業行為。
2. 尊重采鈺公司及其他第三人的智慧財產權,對采鈺公司的機密資訊提供充分保護,並保存完整及正確的商業紀錄。
3. 不向采鈺公司的任何員工、員工親友或其指定之任何第三人贈與任何金錢(包括現金或約當現金,例如:股票、債券、禮券或其他有價證券)給予不當的餽贈、款待(包括如休閒渡假、食宿、娛樂、票券等招待)或任何形式之賄賂或回扣;亦不邀請以上人士參加任何形式的股權投資、股份贈與、選擇權或提供其他類似之利益。
4. 即時主動向采鈺公司通報違反從業道德行為之事證(包括本公司員工與采鈺公司之員工、供應商或其他往來廠商的違反行為)
5. 嚴格遵守以采鈺公司採購人員為採購業務接觸窗口之原則因此非經采鈺公司採購人員同意、安排或參與,本公司業務人員不會逕行與采鈺公司的非採購人員進行業務接觸,也不會與其討論任何商業條款相關內容,包括但不限價格、付款條件、交期、獎勵、賠償、免費商品、測試或服務、技術規格或工程改善。
6. 在沒有有效書面合約或採購單的情形下,絕不提供任何產品或服務予采鈺公司。

聲明人公司名稱:

聲明人公司地址:

簽名: _____ / _____ (日期)

姓名/職稱:



Letter of Assurance

As TSMC subsidiary VISERA's supplier, we understand integrity is TSMC and VISERA's most important core value and that VISERA promotes good ethical behavior to sustain the hard-earned trust of its shareholders, employees, customers, and the general public. TSMC and VISERA does not (1) condone the advancement of personal interests at the expense of, or in conflict with VISERA, (2) tolerate any form of corruption, unfair competition, fraud, waste or abuse, or (3) permit improper influence of the decisions of anyone, including government officials, courts, or its customers, suppliers, or vendors.

We understand VISERA's suppliers are key contributors to VISERA realizing its goals. Thus, VISERA further requires its suppliers not to engage in activities that might harm the environment or mistreat any person (including employees) during the course of providing products or services to VISERA.

We have read, understand, and respect VISERA's Code of Ethics and VISERA's Supplier Code of Conduct (collectively, the "Codes") (Link: <https://www.viseratech.com/download/0/81/>) , and we are willing to cooperate with any VISERA audit or investigation related to our adherence to the principles addressed in the Codes. We agree that VISERA is entitled to take actions against us, including without limitation, to terminate its business relationship with us, if we fail to adhere to the principles addressed in the Codes. Going forward, we will participate in Code promotion and compliance activities hosted by VISERA.

Furthermore, we certify that we:

1. Will not resort to any illegal, improper, or anti-competitive business activities.
2. Will respect the intellectual property rights of VISERA and others, properly safeguard VISERA information, and maintain complete and accurate business records.
3. Will not provide or offer any monies (including cash, checks, vouchers, stocks or bonds), improper gifts, excessive entertainment (including vacations, hotel accommodations, event tickets), bribes in any form, or kickbacks to any VISERA employee, employee's family, or any other third party as directed by such individuals. Nor will we invite any such individual to participate in any form of equity rights, grants, options or other similar benefit.
4. Will report promptly to VISERA any sign of incompliance with VISERA's ethical standards by your employees, your suppliers, VISERA, or any other party doing business with VISERA.
5. Will strictly follow the principle in which VISERA procurement personnel should be contact window for the purpose of procurement business. Therefore, unless with VISERA procurement personnel's consent, arrangement or participation, sales personnel from my company will not engage in the followings with VISERA's non-procurement personnel: make business contact, discuss or negotiate matters relating to commercial clauses, including but not limited price, payment terms, delivery date, incentives, compensation, free items, testing or services, technical specification, or engineering improvement.
6. Will not provide any products or services to VISERA in the absence of a valid written contract or purchase order.

Company Name: _____

Company Address: _____

Official's Signature: _____/_____ (Date)

Official's Name and Title: