

## **ASMPT Limited (“ASMPT”) Supplier Code of Conduct 供應商行為準則**

### **Purpose of the Supplier Code**

ASMPT has a strong commitment to ethics and integrity, and all employees are expected to perform their jobs honestly, diligently and responsibly. Observing the laws and legal requirements in every country where we do business is a fundamental principle of ASMPT. This ASMPT Supplier Code of Conduct (“Supplier Code”) establishes the standards for conducting business with ASMPT.

### **供應商準則的目的**

ASMPT 致力維護道德和誠信標準，期望員工能誠實工作，勤勉和負責任。集團的原則是在各個國家開展業務時都遵守其法律法規制度。本《ASMPT 供應商行為準則》（以下稱為“供應商準則”）確立了與 ASMPT 開展業務的標準。

### **Applicability of the Supplier Code**

“Supplier” means any individual, company, or other entity that provides, or seeks to provide, goods or services to ASMPT.

Supplier is responsible for communicating the contents of this Supplier Code to its officers, directors, employees, agents, subcontractors and suppliers who are involved in the procurement and production process related to products and services provided to ASMPT. We expect our business partners to share in our culture, values and business practices, and expect them to act in a manner consistent with our Supplier Code.

### **供應商準則的適用範圍**

“供應商”是指向 ASMPT 提供、或尋求提供商品或服務的任何個人、公司或其他機構。

供應商負責將本供應商準則的內容向其官員、董事、員工、代理商、分包商、以及向與 ASMPT 提供產品和服務流程有關的採購和生產廠家進行通報。我們期望我們的業務合作夥伴能分享我們的文化、價值觀和業務實踐，並期待其行事時能遵守我們的供應商準則。

### **Expectations of Suppliers**

Supplier shall comply with all the laws and regulations of the places where it does business and relating to each subject matter below, including but not limited to the Foreign Corrupt Practices Act USA, the Bribery Act UK, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and the Modern Slavery Act UK.

In addition, ASMPT aligns our practices to industry standards, including the Responsible Business Alliance Code of Conduct, and thus, we expect our suppliers as well as their suppliers to similarly align and promote such practices to its supply chain.

### **對供應商的期望**

供應商應完全遵守其經營所在國家/地區的法律、規範和法規，及遵守《美國海外反腐敗法》、《英國反賄賂法》、《經濟合作與發展組織關於在國際商業交易中打擊賄賂外國公務員的協議》以及《英國現代奴役法案》。

另外，ASMPT 積極遵守行業標準，包括《責任商業聯盟行為準則》。我們期望我們的供應商以及其下級供應商在供應鏈中同樣認同並執行《責任商業聯盟行為準則》。

### **Respect for Employees**

Supplier shall ensure that its employees are treated with respect. Supplier shall follow all applicable labour and legal laws and regulations wherever it conducts its business. In addition, Supplier shall align its practices with industry standards, including the Responsible Business Alliance Code of Conduct, to uphold the human rights of its employees.

#### **尊重員工**

供應商應確保其員工受到尊重。供應商應遵守其開展業務所在地所有適用的勞動法律法規。此外，供應商應使其做法符合行業標準，包括《責任商業聯盟行為準則》，以維護其員工的人權。

### **Non-Discrimination and Non-Harassment**

Supplier shall promote equal opportunities for and treatment of its employees irrespective of his or her gender, race, colour, age, religion, sexual orientation, nationality or ethnicity, political affiliation, pregnancy, marital status, disability, veteran status, and/or other characteristic protected under applicable law. There shall not be unacceptable treatment of employees in any form, such as harassment, violence, abuse or exploitation.

#### **防止歧視和騷擾**

供應商應促進員工機會平等和得到公平對待，而不會因其性別、種族、膚色、年齡、宗教、性取向、國籍或種族、政治派別、懷孕、婚姻狀況、殘疾、服役狀況、和/或其他特徵而受到任何歧視。供應商不得以任何不可接受的方式對待員工，如騷擾、暴力、虐待或剝削。

### **Freely Chosen Employment**

There shall be no forced labour in any form, including but not limited to, bonded (including debt bondage) or indentured labour, and all employment is freely chosen and voluntary. In compliance with the Modern Slavery Act 2015 UK, no slavery or human trafficking is permitted.

Supplier's workers<sup>1</sup> are not required to surrender any government-issued identification, passports, or work permits as a condition of employment, unless such holdings are required by law. Workers shall not be required to pay employers' or agents' recruitment fees or other related fees for their employment beyond the regulatory or industry guidelines. If any such fees are found to have been paid by workers, such fees shall be repaid to the workers.

As part of the hiring process, workers must be provided with a written employment agreement in their native language, or in a language the worker can understand that contains a description of terms and conditions of employment 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 agreement upon arrival in the receiving country unless these changes are made to meet local law and provide equal or better terms.

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<sup>1</sup> "Worker" refers to a foreign migrant worker who is recruited and moves legally from his or her home country to another country for the specific purpose of employment.

## 自由擇業

供應商不得存在任何形式的強迫勞動，包括但不限於受束縛（包括債務束縛）或受契約約束的勞工。所有的僱傭關係均應經自由選擇和自願達成。供應商應遵守《英國現代奴役法案》，禁止奴隸制或販賣人口。

供應商所聘請的勞工<sup>2</sup>不需交出任何政府簽發的身份證、護照或就業證作為僱傭條件，除非法律規定。勞工無需為其受雇而向供應商或代理支付法律以外的招聘費或其他相關費用。如果發現勞工支付過任何上述費用，應將該費用返還給勞工。

作為僱傭流程的一部分，在勞工離開原籍國之前，必須以勞工的母語或其能理解的語言向勞工提供書面僱傭協議，其中包括對僱傭條款和條件的說明。而且在勞工到達接收國後，除了為符合當地法律和提供同等或更好的條件而做出的變更外，不得改換或變更僱傭協議。

## Prohibition of Child Labour

Supplier shall not employ anyone who are under the minimum age requirement stipulated in local labour laws and regulations or under the age for completing compulsory education. Employees under the age of 18 (Young Workers) shall not perform work that is likely to jeopardize their health or safety, including night shifts and overtime.

Supplier shall ensure proper management of student workers through proper maintenance of student records, rigorous due diligence of educational partners, and protection of students' rights in accordance with applicable law and regulations. Supplier shall provide appropriate support and training to all student workers. In the absence of local law, the wage rate for student workers, interns and apprentices shall be at least the same wage rate as other entry-level workers performing equal or similar tasks.

## 禁用童工

供應商不得僱傭當地的勞動法律法規規定的最低年齡以下的人員，也不得招聘未完成義務教育年齡以下的人員。不滿 18 歲的員工（未成年員工）不得從事可能危及其健康或安全的工作，包括夜班和加班。

供應商應通過合理維護學生工記錄、對提供學生工的教育合作夥伴進行嚴格的盡職調查，並根據法律法規保護學生工權利，以確保對其進行適當的管理。供應商應向所有學生工提供適當的支持和培訓。如當地法律未作規定，學生工、實習工和學徒工的工資應至少達到履行同等或類似崗位的初級員工的工資水平。

## Wages and Benefits

Supplier shall provide fair remuneration and to guarantee the applicable national statutory minimum wage.

## 薪資和福利

供應商應提供公平的薪酬和遵循所適用的法定最低工資標準。

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<sup>2</sup> “勞工”是指從其本國被招募到另一個國家就業的外籍工人。

### **Working Hours**

Supplier shall comply with the maximum number of working hours laid down in the applicable laws.

#### **工作時間**

供應商應遵循所適用的法律中規定的最長工作時間。

### **Freedom of Association**

Supplier shall recognise the right of freedom of association of its employees in accordance with local laws.

#### **結社自由**

供應商應認可員工根據當地的勞動法律結社自由的權利。

### **Health and Safety**

Supplier shall take responsibility for the health and safety of its employees. There must be measures in place to control physical and chemical hazards, accidents and occupational diseases, and a reasonable occupational health and safety management system.

Reasonable steps shall be taken to remove pregnant women/nursing mothers from working conditions with high hazards, and to remove or reduce any workplace health and safety risks to pregnant and nursing mothers. Its employees shall be trained and educated in health and safety issues.

#### **健康和安全**

供應商應負責其員工的健康與安全，並實施措施以控制化學及物理等因素給員工帶來的危險、事故和職業疾病，以及一個合理的職業健康和安全的管理体系。

供應商應採取適當的措施，避免讓孕婦/哺乳期婦女接觸高危工作環境，消除或降低工作場所帶給孕婦/哺乳期婦女健康與安全方面的風險。員工應獲得關於健康和安全問題的培訓和教育。

### **Human Rights of Use of Security Forces**

In the event of use of private or public security forces, Supplier shall ensure that the human rights of employees and other rights holders are respected, and there shall be no use of unlawful physical violence or psychological harm.

#### **使用安保時的人權保障**

在使用私人或公共安保力量的情況下，供應商應確保員工和他人的人權得到尊重，不得使用非法的肢體暴力或心理傷害。

### **Emergency Preparedness**

Supplier shall identify and assess potential emergency situations and events, and their impact minimized by implementing emergency plans and response procedures. Supplier shall follow these plans and procedures which include effective measures such as emergency reporting, employee notifications and evacuation procedures, emergency drills and recovery plans.

## 應急準備

供應商應識別並評估潛在的緊急情況和事件，通過實施應急計劃和應變流程以確保其負面影響降至最低。有效措施包括緊急報告、通知員工疏散程序、緊急疏散演習和復原計劃。

## Occupational Injury and Illness

Supplier shall establish procedures and systems to prevent, manage, track and report occupational injury and illness. Its workers shall be encouraged to report, classify and record injury and illness cases and all cases are to be investigated and corrective measures are to be implemented to eliminate the causes, necessary medical treatment are to be provided and facilitate the return of its workers to work.

Supplier shall allow its workers to remove themselves from imminent harm, and not return until the situation is mitigated, without fear of retaliation.

## 職業傷害和疾病保障

供應商應制定預防、管理、追蹤和報告職業傷害和疾病的程序和體系，鼓勵員工彙報、分類和記錄受傷和疾病情況，調查受傷和疾病案件，並採取改進措施以消除類似情況，同時提供必要的醫療並協助員工重返工作崗位。

供應商應保障員工遠離迫在眉睫的傷害，在情況得到緩解之前可以不返回崗位，而無需擔心遭到報復。

## Physically Demanding Work

Supplier shall identify, evaluate and control its employees' exposure to hazards of physically demanding tasks, including manual handling, heavy or repetitive lifting, prolonged standing, and highly repetitive or forceful assembly tasks.

## 高強度體力工作

供應商應鑒別、評估並控制高強度體力工作給員工帶來的影響和危害，包括搬運材料、提舉重物、長時間站立和高度重複或強力的裝配任務。

## Sanitation and Hygiene

Supplier shall strive to maintain a high level of hygiene in the workplace through practices like regular office cleaning, daily cleaning of public/common areas and provision of clean drinking water.

## 清潔和衛生

供應商應通過定期辦公室清潔，打掃公共區域和提供乾淨的飲用水等措施維持良好的衛生水平。

## Fair Competition and Anti-Trust Laws

Supplier shall not engage in collusive bidding, price fixing, dividing territories, allocating customers, price discrimination or other unfair trade practices in violation of applicable anti-trust or competition laws.

Supplier shall uphold fair business standards in advertising, sales and competition.

## 公平競爭和反壟斷

供應商不得從事串通圍標、合謀定價、瓜分市場、客戶分配、價格歧視、或違反適用的反壟斷或反競爭法律的其他不公平的交易行為。

供應商應在廣告、銷售和競爭中維護公平的業務標準。

## Anti-Corruption

Supplier shall comply with all applicable anti-corruption laws and regulations of the countries in which it operates, including the Foreign Corrupt Practices Act USA, the UK Bribery Act, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and any international anti-corruption conventions.

Supplier shall not offer or accept bribes or employ other means to obtain an undue or improper advantage. Bribes, kickbacks, facilitating payments and similar payments to government officials, private individuals or companies, ASMPT's employees or agents acting on ASMPT's behalf are prohibited. ASMPT has a zero-tolerance policy towards any and all forms of bribery, corruption, extortion and embezzlement.

## 防止貪腐

供應商應遵守其運營的國家中所有適用的反腐敗法律和法規，包括《美國反海外腐敗法》、《英國反賄賂法》、《經濟合作與發展組織關於在國際商業交易中打擊賄賂外國公務員的協議》和任何國際反腐敗公約。

供應商不得行賄或受賄，或采用其他手段獲取不正當的好處。禁止向政府官員、個人或公司、ASMPT 的員工、或代表 ASMPT 行事的代理商提供賄賂、回扣、疏通費和類似的付款。ASMPT 對任何和所有形式的賄賂、腐敗、勒索和挪用公款都采取零容忍政策。

## Trade Compliance

Supplier shall comply with all applicable import and export controls, and customs laws and regulations in the countries where it does business. Supplier shall abide by all applicable economic sanctions that its country adopts including embargoed or sanctioned countries, and controlled products.

## 貿易合規

供應商應遵守其開展業務的國家所有適用的進出口管制和海關法律法規。供應商應遵守其開展業務的國家所有適用的經濟制裁，包括禁運或受制裁的國家和受限制的產品。

## Conflict of Interest

Supplier shall identify and avoid conflict of interest, or any situation that may be perceived as a conflict of interest. It is the responsibility of the Supplier to notify ASMPT of any conflict of interest it could possibly have in connection with the execution of its business dealings with ASMPT. ASMPT may then take appropriate actions to resolve the conflict of interest with the Supplier.

## 利益衝突

供應商必須識別和避免利益衝突，或是任何可能被視為利益衝突的情況。供應商有責任將其與 ASMPT 的業務往來中可能存在的任何利益衝突通知 ASMPT。此後，ASMPT 可以采取適當的措施來解決與供應商的利益衝突。

### **Monitoring and Record Keeping**

Supplier shall maintain all documentation necessary to demonstrate its compliance with this Supplier Code and provide ASMPT with access to those documents in relation to Responsible Business Alliance assessment standards upon ASMPT's request for review. Supplier is solely responsible for compliance with this Supplier Code by its officers, directors, managers, employees, representatives and agents.

#### **監控和記錄保存**

供應商必須保存證明其遵守本供應商準則所必需的所有文件資料，並在 ASMPT 要求審核有關《責任商業聯盟行為準則》的評估標準時，向 ASMPT 提供所需文件資料。供應商應全權負責其工作人員、董事、經理、員工、代表和代理商遵守本供應商準則。

### **Protection of Intellectual Property**

Supplier shall respect intellectual property rights, including patents, trademarks, copyrights and process designs, and safeguard ASMPT's confidential and proprietary information. Any transfer or sharing of technology or know-how must be done in a manner that protects intellectual property rights and is in compliance with local and international laws concerning data privacy and security. Any violations are viewed seriously, and ASMPT does not tolerate any violation.

#### **保護知識產權**

供應商必須尊重知識產權，包括專利、商標、著作權和工藝流程設計，並保護 ASMPT 的保密和專有信息。供應商轉讓或分享任何技術或實際知識必須以保護知識產權、並遵守關於數據保密和安全的當地和國際法律的方式進行。任何違反行為都將被嚴肅處理，ASMPT 不容忍任何違反行為。

### **Data Protection, Data Privacy and Data Security**

Supplier shall comply with all local Personal Data Protection laws concerning data security and privacy, and shall protect and safeguard data provided by ASMPT, which may include private and sensitive information. Any transfer or sharing of data must be done in a manner that protects such information from inadvertent or unauthorized disclosure and any disclosure must be in compliance with local and international laws.

#### **數據保護、保密和安全**

供應商應遵守信息安全與隱私相關法律和法規的要求，並應保護和保衛 ASMPT 提供的數據，其中可能包括個人和敏感的信息。供應商轉讓或分享任何數據必須以保護該數據不會因疏忽或未經授權而被披露的方式進行，且任何披露必須遵守當地和國際的法律。

### **Environmental Sustainability**

Supplier shall identify the environmental impacts and minimize adverse effects on the community, environment, and natural resources, while safeguarding the health and safety of the public in accordance with the applicable statutory and international standards regarding environmental protection, which include but are not limited to obtaining environmental permits, preventing pollution, monitoring air emission, hazardous substances and waste disposal. There shall be controls in place to minimize environmental pollution and make continuous improvements in environmental protection.

### **提倡環境可持續發展**

供應商應識別對環境的影響，並儘量減少對社區、環境和自然資源的不利影響，同時根據其適用的、關於環境保護的法定和國際標準，包括但不限于獲取環境許可證、防止污染、監測廢氣排放、有害物質和廢物處理，保障公眾的健康和安全。供應商應實施有效措施，以使環境污染降至最低，並不斷改善環境保護工作。

### **Land Rights**

Supplier shall respect prevailing land rights and prohibit any unlawful eviction or deprivation of land, forests and waters, the use of which secures the livelihood of one or more persons, in particular during acquisition or construction activities.

#### **土地權利**

供應商應尊重現有的土地權利，禁止非法驅逐或剝奪一個或多人賴以生存的土地、森林和水域，尤其是在收購或建設活動時。

### **Responsible Sourcing of Minerals**

Supplier shall exercise due diligence to ensure that the tantalum, tin, tungsten, gold (3TG) and cobalt in the products it manufactures or supplies to ASMPT are not directly or indirectly sourced from restricted or embargoed countries, as laid out in the Responsible Business Alliance's Responsible Minerals Initiative regarding responsible sourcing. Suppliers shall make its due diligence measures available to ASMPT upon request. It is the Supplier's responsibility to communicate to its suppliers and its suppliers' suppliers regarding such responsible sourcing of minerals, to ensure the entire supply chain is compliant with the sourcing of 3TG and cobalt.

#### **負責任的礦物採購**

供應商應恪盡職責，確保其生產或向 ASMPT 供應的產品中的鈹、錫、鎢、金 (3TG) 和鈷不是直接或間接從限制或禁運的國家採購，正如《責任商業聯盟》關於負責任的採購所闡述的。供應商有責任將此規範向其廠家、以及後者的廠家進行通報，以確保整個供應鏈符合關於 3TG 和鈷礦物採購的規定。

### **Anti-Money Laundering**

Supplier shall abide by applicable anti-money laundering laws and shall not facilitate money laundering. Supplier shall conduct business with reputable suppliers, consultants and business partners involved in lawful business activities and whose funds are derived from legitimate sources.

#### **反洗錢**

供應商應遵守適用的反洗錢法律，不得幫助洗錢。供應商應同聲譽良好並從事合法業務活動、且資金來源合法的廠家、諮詢師和業務合作夥伴開展業務。

### **Violation of this Supplier Code**

Any violations of this Supplier Code may be reported through the ASMPT Whistleblowing Policy Website: <https://www.asmp.com/en/company/corporate-governance/whistleblowing-policy/> and use the available channel(s) for your region. All reports received shall be handled in a reasonably timely fashion and with a high degree of confidentiality.

### **違反準則的行為**

就任何違反本供應商準則的行為，可訪問以下 ASMPT 檢舉政策網址並通過所在地區的檢舉渠道進行檢舉：<https://www.asmpt.com/en/company/corporate-governance/whistleblowing-policy/>。所有收到的檢舉都將及時處理並高度保密。

### **Consequences of Code Violations**

ASMPT reserves the right to suspend or terminate its business relationship with Suppliers which violate any provisions of the Code, including but not limited to the cancellation of pending purchase orders, unless violations are satisfactorily rectified and compliance with the Code can be assured.

ASMPT may further seek all applicable remedies in respect of any damages incurred by it as a result of Supplier's violation of the Code.

### **違反準則之處理**

如果供應商違反本供應商準則中的任何規定，那麼 ASMPT 可暫停或終止其與供應商的合作，包括但不限於取消未決訂單，除非該違反行為得到滿意糾正且供應商保證遵守該供應商準則。

對於因供應商違反本準則而造成的任何損害，ASMPT 可進一步尋求所有適用的救濟措施。

## Declaration of Acceptance of the ASMPT Supplier Code of Conduct

### 接受《ASMPT 供應商行為準則》的聲明

By signing below, we acknowledge that we have thoroughly read the **ASMPT Supplier Code of Conduct**.

通過在以下簽名，我們承諾：我們已經完全閱讀了《ASMPT 供應商行為準則》

Furthermore, we acknowledge that we understand and agree to comply with the requirements specified within the **ASMPT Supplier Code of Conduct**.

進而，我們承諾：我們理解並同意遵守《ASMPT 供應商行為準則》的規定。

Company Name:

公司名稱：

Name of Person:

個人名稱：

Title:

職位：

Date:

日期：

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Signature / 簽名

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Company Seal / 公司公章

*This "Declaration of Acceptance of the ASMPT Supplier Code of Conduct" must be signed by an authorized representative of the company and returned to ASMPT.*

本《ASMPT 供應商行為準則》的聲明必須由公司的授權代表簽名，並蓋章後歸還 ASMPT。