

BUSINESS ETHICS UNDERTAKING

TPK Holding Co., Ltd. and all its affiliates /subsidiaries
(hereinafter collectively referred to as “**TPK**”)

No. 199,
Banshang Road,
Xiamen,
Fujian Province,
China

1. Preamble

_____ is a _____ Corporation, having its registered office at _____. The aforesaid Corporation and all its affiliates/subsidiaries are hereinafter collectively referred to as “**Supplier**”.

To assure **Supplier** comply with applicable laws and regulations, engage in honest, fair and ethical dealing with **TPK**, and to prevent unfair competition, corruption and fraud, **Supplier** hereby undertakes the followings:

2. The undertaking

Supplier shall on its own initiative comply with all applicable laws, administrative rules and regulations, local rules and regulations (hereinafter collectively referred to as “**Laws**”). **Supplier** shall obtain trading opportunities legally and legitimately, and shall appropriately fulfill all contracts between **Supplier** and **TPK** in good faith. **Supplier**, includes its employees and/or its attorney, shall perform the duties under any contracts and **Laws** diligently and honestly, and shall not provide illegitimately interests to **TPK** or **TPK’s** employees and/or its attorney (hereinafter collectively referred to as “**TPK Personnel**”), shall not practice fraud. **Supplier**, includes its employees, and/or its attorney have not and shall not:

- 2.1 Provide cash, vouchers\coupons, e-money or red envelopes, shopping cards, pick-up cards, securities, shares, precious metals, jewelry, diamonds and other cards and certificates equivalent to cash in any way and by any manner to **TPK Personnel**;
- 2.2 Provide communication equipment, transportation, high valued stationaries and other valuables to **TPK Personnel**;
- 2.3 Without **TPK** prior written consent, arrange **TPK Personnel** for tour (including but not limited to meetings with touring or sight-seeing or meetings taking place in tourist sites), high-valued entertainment, except those paid for by **TPK**;
- 2.4 Bribe **TPK Personnel** (whether in-service or not) in the name of signing an consultant agreement, paying consulting fee or any other fraudulent conduct.
- 2.5 Collude with others in bidding, monopolize price or establish price alliance, etc.
- 2.6 Fabricate facts and slander other competitors.
- 2.7 exit any forged, fake, or counterfeit component, part, form, and behavior in the provided products, materials, ingredients, documents and services, including but not limited to adulteration, substitute a fake product for a genuine one, offer low-quality product for a high-quality one, offer unqualified product for a qualified product, forge the origin of a product, forge or alter product

relevant documents such as original/manufacture certificate, tamper with manufacture date, forge or falsely use quality marks, forge or falsely use trademark/trade name/name of manufacturer/location of manufacturer, counterfeit and shoddy products defined by applicable laws, regulations, administrative rules, and governmental regulatory documents.

2.8 Bribe or accept bribes as prescribed by **Laws**.

3. Report

Supplier supports **TPK**'s institutional construction of integrity and shall appoint specific personnel to add "**TPK Integrity**" (WeChat ID "cxch-xssj", also a cell phone No.: 18250804948) on WeChat. **Supplier** shall report to **TPK** in the case of discovering any dishonest behavior conducted by **TPK Personnel** or supplier of **TPK**. **Supplier** has already learned of the matter that **TPK** will reward the reporter in the light of the circumstances on the condition that the contents of the report is verified.

3.1 **Supplier** shall either report to respondent's Supervisor (manager level or above) or to **TPK**'s Chairman Office if the respondent is **TPK Personnel**; **Supplier** shall report to **TPK**'s Chairman Office if the respondent is other supplier of **TPK**. **Supplier** shall report through the followings to **TPK**:

3.1.1 Follow **TPK**'s official WeChat public account (WeChat ID "TPKGroup") and enter the reporting page in following order: About TPK → Integrity Supervise → Report.

3.1.2 Send the contents of report to "**TPK Integrity**" (WeChat ID "cxch-xssj", also a cell phone No.: 18250804948).

3.1.3 Dial a telephone No.: +86 0592 5738999 ext. 7777 or a cell phone No.: 18250804948, and converse directly.

3.1.4 Send the contents of report to email: Chairman.office@tpk.com or 7777@tpk.com.

3.1.5 Access **TPK**'s official website <https://www.tpk.com> and enter the reporting page in following order: Contact Us → Integrity Reporting.

3.1.6 Send traditional paper letters with receiver of Chairman Office to the following address: 8th floor, Central Building, NO.199 Banshang Road, Huli District, Xiamen City, 361009, Fujian Province, China.

3.2 **Supplier** is aware and shall comply with the following requirements for reporting:

3.2.1 Compared with anonymous reports, Real-name reports will be given priority.

3.2.2 **Supplier** shall report the details of the dishonest behavior, including but not limited to time, place, dishonest person, evidence and witness. The evidence shall be enclosed therein.

3.2.3 DO NOT libel, defame, slander, plant and frame against anybody, otherwise **TPK** has the power to blacklist the reporter.

3.3 **Supplier** must report to **TPK** immediately once **TPK Personnel** extorts bribes from **Supplier**; in case of **Supplier** fails to report, or refuse the extorting, and further meets the extorting, it shall be regarded as a bribery of **Supplier** itself.

4. Conflicts of Interest

4.1 **Supplier** acknowledges that **TPK Personnel** and **TPK**'s former employees who have left **TPK** for less than one year are not **Supplier**'s shareholder (except for the investors who obtain equity through the securities market and only hold less than 5% of the equity issued by **Supplier**), employees (whether full time or part time) or suppliers.

4.2 Subsequent to the issued of this Undertaking, **Supplier** shall report to **TPK** in case of the following personnel becoming **Supplier**'s shareholder (except for the investors who obtain equity through

the securities market and only hold less than 5% of the equity issued by **Supplier**), employee (whether full time or part time) or supplier (the “**Relative**” hereafter refer to social relations within three generations formed based on marriages, blood ties and legal fictions. The relatives include spouses, parents, children, brothers, sisters, grandparents, grandchildren, daughters-in-law, sons-in-law, parents-in-law and other collateral relative by blood within three generations, such as uncles, aunts, nephews, nieces, cousins, etc. the “**Romantic Relationship**” hereafter refer to love or close relationships with any in-service **TPK Personnel**):

4.2.1 Any in-service **TPK Personnel**;

4.2.2 Any **Relative** and/or **Romantic Relationship** of in-service **TPK Personnel**;

4.2.3 Any **TPK**’s former employee who have left **TPK** for less than one year.

4.3 Adjustment shall be necessary taken by **Supplier** and at **Supplier**’s own expense if anything inappropriate is found in the disclosure of **Supplier**, or **TPK** finds out the inappropriate.

5. Bidding

5.1 When participating in project bidding, **Supplier** shall take initiative to report whether **Supplier** and other participating bidders are related. As used herein, “related” means any of the relationships as followings:

5.1.1 Any bidder directly or indirectly holds at least twenty five percent (25%) of the shares of another bidder; a third party contemporary holds at least twenty five percent (25%) of the shares of two or more bidders. In the case of any bidder indirectly holds shares of another bidder by an intermediary, the shareholding ratio shall be calculated based on the shareholding ratio by which the intermediary held provided that such bidder holds at least twenty five percent (25%) of the shares of the intermediary. In the case of two or more natural persons who have relations of marriage, lineal relatives by blood, sibling, rear and support jointly hold the shares of a bidder, their shareholding ratios shall be calculated together when determining the related relationship.

5.1.2 In case of any bidder directly or indirectly holds shares of another bidder, or shares of any bidder is directly or indirectly held by a same third party, and the shareholding ratio is lower than twenty five percent (25%), such bidders shall be deemed have the related relationship provided that:

5.1.2.1 The loan funds between such bidders accounts for more than fifty percent (50%) of either bidder’s paid-in capital, or more than ten percent (10%) of the loan funds of either bidder is guaranteed by the other; or

5.1.2.2 The operational activities of such bidder must rely on the other bidder’s patent, know-how, trademark, copyright or other franchise rights; or

5.1.2.3 The operational activities of such bidder which include purchasing, selling, receiving and providing labor services are controlled by the other bidder. As used herein, “control” means that one bidder has the right to decide another bidder’s finance and business strategy and can obtain benefits from another bidder’s operational activities.

5.1.3 More than fifty percent (50%) of such bidder’s senior managers, including the director, the secretary of the board, the manager, the deputy manager, the financial personnel and other personnel specified in the articles of association, are appointed or delegated by another bidder; or serving contemporary as the senior managers for another bidder. Alternatively,

more than fifty percent (50%) of such bidders' respective senior managers are appointed or delegated by a same third party.

5.1.4 Two or more natural persons who have relations of marriage, lineal relatives by blood, sibling, rear and support have any relationship set forth herein with any bidder respectively.

5.1.5 Two or more bidders have other common interests in essence.

5.2 **Supplier** shall guarantee the authenticity, truthfulness, and accuracy of documents, information, data, and statements made to **TPK**.

5.3 Quotation with fraud and/or profiteering is strictly prohibited. **Supplier** shall take the initiative to report the details and reasons provided that the total price or itemized price quoted by **Supplier** exceeds ten percent (10%) or more of the quotation of similar products or services provided by **Supplier** to **TPK** in the past 12 months.

5.4 **Supplier** shall strictly comply with its commitments made to **TPK**, fulfill the contracts, agreements, memoranda and other legal documents signed with **TPK**, and integrality provide products and/or services on time, according to the agreed quality and quantity.

5.5 It is strictly prohibited to collude, induce or impact **TPK Personnel** to be indolent in performing their duties, including but not limited to the responsibilities for quality surveillance.

5.6 **Supplier** shall report to **TPK** timely in written provided that the product or service supplied by **Supplier** has quality problems.

6. Management of Sub-Supplier Integrity

6.1 **Supplier** agrees to require its sub-supplies (hereinafter referred to as "**Sub-Supplier**") to acknowledge and comply with the terms of this Undertaking through written agreement or other effective means and ensure **TPK** has the right to audit compliance by **Sub-Supplier**.

6.2 **Supplier** is capable of taking necessary and appropriate measures to ensure **Sub-Supplier**' compliance with this Undertaking. **Supplier** shall make specific corresponding requirements to **Sub-Supplier**. In addition, **Supplier** undertakes at its own cost to train **Sub-Supplier** in the areas of commercial bribery and business integrity.

6.3 As to violations of this by **Sub-Supplier** of the terms herein, **Supplier** agrees to

6.3.1 Assume the responsibilities set forth in Article 7.

6.3.2 Investigate and pursue violation by **Sub-Supplier** according to agreement, management regulation with **Sub-Supplier**, including but not limited to cancelling **Sub-Supplier**'s vendor status, reducing procurement from the **Sub-Supplier**, or demand penalties.

7. Liability for Breach

Because breach of this Undertaking may bring economic losses and consequences which are difficult to estimate, if **Supplier** violates this Undertaking, **Supplier** agrees to the following responsibilities/liabilities, and **TPK** has the right to deduct any refunds, compensations, damages, penalties or losses from payments to the **Supplier**

7.1 **TPK** may cancel **Supplier**'s supplier status and unilaterally terminate agreements between **TPK** and **Supplier** without liability for breach. Any modification and/or termination of the contractual relationship between **TPK** and **Supplier** shall not affect **TPK**'s rights under **Laws**, applicable contracts, and this Undertaking.

7.2 Compensate and indemnify **TPK**, including but not limited to liabilities that **TPK** shall bear for the breach of contracts to the third party, government fines.

- 7.3 Return any unjust profit obtained from bribery to **TPK**, and pay **TPK** a one-time penalty equal to eighteen percent (18%) of the total sales amount (including both paid and unpaid) between **TPK** and **Supplier** in the last twelve (12) months from the time of the bribery.
- 7.4 Return to **TPK** any unjust profit obtained from the failure of taking the initiative to report an related relationship or other circumstances in writing, and pay **TPK** a one-time penalty equal to eighteen percent (18%) of the total sales amount (including both paid and unpaid) between **TPK** and **Supplier** from the unreported dealings first occurred until the time unreported dealings are discovered.
- 7.5 **TPK** can blacklist **Supplier** and impose other disposal on **Supplier** in accordance with **TPK's** relevant supplier managements.
- 7.6 **TPK** can report to appropriate authorities according to **Laws** and pursue the corresponding legal responsibilities.

8. Validity

- 8.1 This Undertaking is effective from the date signed by the legal representative or an authorized representative of **Supplier**.
- 8.2 This Undertaking shall inure to the benefit of and be binding upon the **Supplier** and its respective successors and permitted assigns. This Undertaking is also intended to be binding to **Supplier's** conduct prior to the effective date.
- 8.3 **TPK** has posted the main terms and conditions of this Undertaking on its English official website (<https://www.tpk.com/en/index>), and **Supplier** shall, in turn, click on the "IR", "Company Information", and "Policy" to access this Undertaking. **Supplier** acknowledges and accepts that **Supplier** shall pay close attention to **TPK's** official website whenever and wherever possible to ensure getting a latest version of this Undertaking. **TPK** has the right to amend the posted Undertaking without prior written notice to **Supplier**, and **Supplier** shall abide by the latest terms and conditions of that.

IN WITNESS WHEREOF Supplier hereto have caused this BUSINESS ETHICS UNDERTAKING to be executed by the signature of its respective duly authorized representatives.

Supplier: _____

By: _____

(Signature)

(Typed Name)



Please scan the above QR code to add
"TPK Integrity" WeChat account.