

Supplier CSR and Ethics Commitment Letter

To outline the management requirements of Corporate Social Responsibility which are applied in TPK Holding Co., Ltd. and its affiliates and subsidiaries (“TPK CSR Code”) to all our suppliers, and ensure that all our suppliers will produce products or provide its services in a manner comply with TPK CSR Code and foster the sustainable development of industry supply chain, supplier (“the Undersigned”) hereby affirm and agree to abide by following requirements of TPK CSR Code:

1. Definitions

- 1.1 **CSR:** Corporate Social Responsibility means requirements or standards that are relevant to labor and human rights, health and safety, environmental protection and commercial ethics, etc.
- 1.2 **Underage Labors:** means labors who are under the age of 15, the legal minimum age for employment, or the age for completing compulsory education in that country, whichever is higher. If however, local minimum age law is set at 14 years of age in accordance with developing-country exceptions under ILO Convention 138, the lower age will apply. The minimum employment age under Chinese Law is the age of 16.
- 1.3 **Juvenile Workers:** means workers who are older than 16 years of age but are younger than 18 years of age.
- 1.4 **Prison Workers:** means workers who are under the jail sentence or custody of government or the army.
- 1.5 **Conflict minerals:** means minerals, such as tin, tantalum, tungsten and gold, originating in the Democratic Republic of the Congo or an adjoining country, the sale of which may provide financial resources to continuous armed conflicts in these countries.

2. Commitments

The Undersigned agrees to make following commitments:

2.1 CSR Management System

2.1.1 CSR System

The Undersigned shall refer to the international standards such as ISO 14001, OHSAS 18001, SA 8000, RBA and ISO 26000 and all applicable industry standards, laws and regulations to implement and maintain an effective CSR management system, and acquire certificates or authentication of above-mentioned international standards through qualified agencies.

2.1.2 CSR Policies

The Undersigned shall implement and maintain a CSR policy that facilitates the compliance with all applicable laws and regulations, international standards and ensures continuous improvements.

2.1.3 Managements’ Responsibilities and Duties

The Undersigned shall implement and maintain a specific organization that is responsible for implementation of CSR Code and identify the responsibilities and duties of executive management, CSR specific representatives and related departments.

2.1.4 Law Compliance and Clients' Requirements

The Undersigned shall identify, monitor, understand and comply with all applicable laws and clients' requirements. The Undersigned shall comply with all applicable CSR international standards, governmental laws and regulations of the countries in which it operates. In case of any controversies between the governmental laws/regulations and international standards, the governmental laws and regulations shall prevail. If there's any difference with no conflict between legal clauses and this commitment letter, the provision most favourable to workers shall apply.

2.1.5 Risk Assessment and Management

The Undersigned shall establish procedures to identify the labor practice, health and safety, environmental, and ethics risks, implement appropriate procedure to ensure regulatory compliance and risk control.

2.1.6 Implementation Plans and Performance Objectives

The undersigned shall have a written CSR performance objectives and implementation plans to foster the performance of CSR compliance and periodically assess the performance against those objectives.

2.1.7 Trainings

The Undersigned shall develop and maintain vocational training programs. Withdrawing or using training budget in accordance with applicable government laws and regulations and providing vocational trainings to workers in accordance with the programs.

2.1.8 Communications

The Undersigned shall develop and maintain a process for communicating clear and accurate CSR performance assessment, CSR reports, and CSR incidents to TPK in a timely manner.

2.1.9 Audits and Assessments

The Undersigned shall perform periodically internal audits and self-evaluation of its facilities and operations to ensure compliance with all applicable laws and regulations and the requirements of this Commitment Letter.

2.1.10 Continuous Improvement

- a) The Undersigned shall have a circumstantial and reasonable process for timely correction of any deficiencies or violations identified by an internal or external audit, assessment, inspection, or review.
- b) TPK or TPK's customers are entitled to conduct on-site audit to the Undersigned's CSR System. The Undersigned is obligated to give necessary cooperation and support. The Undersigned shall timely improve and correct any deficiencies or violations identified by the

audits in light of TPK's request.

- c) TPK's audit to the Undersigned will not impair or relieve the Undersigned' duties and obligations of this Commitment Letter.

2.1.11 Documentations and Records

The Undersigned shall maintain documents and records also confidentiality process to ensure regulatory compliance and TPK CSR Code.

2.1.12 Complaint and Correction

In the case of any query or complaint from workers concerning a compliance issue or violation, the Undersigned shall investigate, manage and respond in written to such query or compliant without delay.

2.2 Labor Human Rights Protection

2.2.1 Human Rights

The Undersigned shall comply with applicable international standards concerning protection of human rights, not involving or supporting any activities against human rights.

The Undersigned shall respect the dignity, privacy and legal rights of each worker.

2.2.2 Prevention of Underage Worker

a) The Undersigned shall not employ the Underage Workers and shall implement an effective and legitimate labor-management system to prevent recruitment of Underage Workers.

b) The Undersigned shall establish and maintain underage labor remedy procedure, and communicate to all employees effectively. If any underage worker is found, the undersigned shall support him/her in school education until they exceed the legal minimum age for employment.

2.2.3 Prevention of Involuntary or Forced Labor

a) The Undersigned shall not force a worker to work by means of violence, threat or coercion, or direct the workers under violation of laws and regulations or under high-risks. The Undersigned also shall not withhold worker's citizen identity card or other government-issued identification document, or request for a warrant, deposit in security or any other form of funds for the purpose of exploitation.

b) The Undersigned shall not employ any Prison Worker or outsource to Prison Workers.

2.2.4 Working Hours and Day of Rest

a) The Undersigned shall comply with all applicable laws/regulations and industry standards with respect to working hours and day of rest. A workweek shall be restricted to 60 hours, including overtime, and workers shall take at least 1 day off every 7 days, days of work must be restricted to 6 consecutive days except in emergencies or unusual situations.

b) The Undersigned shall keep real and accurate working hours records regardless of the payment was reckon by time, by the piece or in accordance with integrated working hours recognized by local laws and regulations.

- c) The Undersigned shall implement effective overtime control management process to ensure all overtime must be voluntary. The Undersigned shall offer vacation time, leave periods, and time off for legally recognized holidays to secure workers' health.

2.2.5 Wages and Benefits

- a) The Undersigned shall ensure that all workers receive at least the legally mandated minimum wages and benefits regulated by national/local government or relevant industry standards.
- b) The Undersigned shall develop and implement strictly overtime standard by preventing workers from forced overtime and shall pay overtime compensation at the legal premium rate.
- c) At the time of recruitment, the Undersigned shall explicitly communicate with workers in a common and understandable written document regarding the job description, working conditions, workplace, possible occupational hazards, safe production, pay structure, pay period and any other condition that workers may request. Monetary penalties deducted from wages or reductions in mandatory benefits as disciplinary measure are prohibited. Any deduction of wages shall be legal and explicitly communicate with workers.
- d) The wages shall be paid by local currency in accordance with applicable pay period, any unreasonable deduction or delay of payment is prohibited.
- e) The Undersigned shall offer workers with applicable social insurance, that covers industrial injuries, and pay the insurance premium in accordance with applicable laws.

2.2.6 Implementing Workers' Rights Protection System

- a) The Undersigned shall develop and maintain sound policies concerning protection of labor rights, that including working hours, vacation time and leave period, pay structure, worker disciplines and dismiss of workers, etc. These policies shall be publicly announced to workers through appropriate channel and could be referenced by workers at any time.
- b) The Undersigned shall develop and integrate sound health and safety management practices, implement strictly all applicable health and safety regulatory requirements and standards, conduct occupational health and safety trainings to prevent workers from any incident and reduce occupational hazards.

2.2.7 Employment Contracts

- a) The Undersigned shall sign an employment contract with workers at the time of the first date of employment. The execution and revision of employment contracts shall be in written, subject to voluntary, freewill and deliberate consensus and adheres to applicable laws and regulations.
- b) The employment contracts can only be terminated subject to regulatory requirements.

2.2.8 Protection of Juvenile Workers and Female Workers

- a) The Undersigned may employ Juvenile Workers optionally, provided they do not perform work that might jeopardize their health, safety, or morals, consistent with all applicable

laws and regulations. The Undersigned shall not require Juvenile Workers to work overtime or perform night work or any other legally restricted works.

- b) Except certain kind of jobs or posts that are not suitable for women under local regulations, women shall be entitled to work on equal terms same with men.
- c) The Undersigned is prohibited to arrange female workers to be engaged in restricted activities under local regulations, such as working on high, in low-temperature, in cold-water or with other regulatory restrictions during woman's period or pregnancy. Female workers have been pregnant longer than 7 months are not allowed to extend working hours or work at night shift.
- d) The Undersigned is prohibited to arrange female workers at lactation with baby under 1 year of age to be engaged in any regulatory restricted activities, to extend working hours or work at night shift.

2.2.9 Disciplinary Measures

The Undersigned shall treat all workers with dignity and respect. There is to be no harsh and inhumane treatment, including corporal punishment, mental or physical coercion or verbal abuse of workers.

2.2.10 Humanity Treatment and Anti-Discrimination

- a) The Undersigned commits that workers are prevent from any inhumane treatments, such as sexual harassment, sexual abuse, physical punishment, moral or physical coercion and verbal insult in any form.
- b) The Undersigned shall not discriminate against any workers in employment, payment, training, promotion, dismiss or retirement based on ethnicity, complexion, age, sexuality, sexual orientation, gender identity, race or national origin, physical disability, pregnancy, religion, political affiliation, union membership and marital status, etc. The Undersigned shall also provide reasonable religious activities to workers
- c) The Undersigned shall respect employees of different ethnicity or religious, provide essential conveniences and conditions in custom.
- d) The Undersigned shall not allow any behavior, including gestures, language and physical contact, which is sexually coercive, threatening, abusive or exploitative in the workplace, domicile and other places provided or managed by the Undersigned.
- e) In no event shall the Undersigned require pregnancy, virgin or medical tests in a discriminatory manner.

2.2.11 Freedom of Association and Collective Bargaining

- a) The Undersigned shall respect workers' lawful rights to form or participate (or refrain from forming or participating) in organization of their choosing, including but not limited to unions, worker committees, or other worker associations, without interference.
- b) Subject to applicable laws and regulations, workers is entitled to participate in democratic or labor rights protection activities through unions, worker committees or other worker

associations to bargain collectively with the Undersigned.

- c) The Undersigned shall ensure all workers joining labor unions and the worker committee representatives are far from any discrimination, harassment, interference or retaliation.

2.3 Health and Safety

2.3.1 Occupational Safety

The Undersigned shall implement a systematic approach through design, engineering and management controls, preventive protection and safe process flow, such as lockout/tagout and continuously provide safety training to control any potential occupational hazards, such as electricity systems and other energy sources, fire alarm, car accident and falling, that workers might be incurred. In the event that occupational hazards cannot be effectively controlled by above-mentioned approach, the Undersigned shall provide workers with job-related, appropriately maintained personal protective equipment and instruction on its proper use. Workers shall be encouraged to raise questions concerning occupational hazards.

2.3.2 Emergency Preparedness and Response

The Undersigned shall identify and assess potential emergency situations. For each emergency, the Undersigned shall develop and implement emergency plans and response procedure which include emergency response, communication, evacuation and assembly procedure, worker training and drill, appropriate fire detection and extinguishing equipment, adequate emergency exits and post-emergency recovery plans. Those plans and procedures shall minimize harm to life, environment, and property as possible.

2.3.3 Industry Injuries and Diseases

The Undersigned shall have a system to prevent, manage, track and report health and safety incidents and near-misses, including but not limited to, encourage workers to report, conduct classification and record of incidents and diseases, provide proper medical treatment, investigate root causes and implement corrective action plans to mitigate risks, and facilitate workers' return to work.

2.3.4 Industrial Hazards

The Undersigned shall identify, assess and control potential impacts caused by chemical, biological and physical reagents. Implementing adequate engineering technics or management process to control worker exposure to hazards. The Undersigned shall provide proper personal protection equipment to secure worker's health and safety when above-mentioned control processes cannot effectively mitigate those risks.

2.3.5 Ergonomics

The Undersigned shall assess, evaluate and control worker exposure to tasks that pose ergonomic risks such as artificial manual transportation, improper lifting position, long standing, repetitiveness and excessive force.

2.3.6 Workstation Protection

The Undersigned shall integrate risk assessment process into the qualification of production lines, equipment, tools and workstation. The Undersigned shall provide adequate, well-maintained physical protection mantles, interlocks and shielding devices to workstations that might cause hazards to workers.

2.3.7 Facility Sanitation, Dining and Dormitory

The Undersigned shall provide clean sanitation facilities, drinking water, food preparation, storage and dining facilities with workers. In the case of providing dormitory facilities to workers, the dormitory must keep clean and safe, with adequate emergency exits, bathing showers, air-conditioning and reasonable egress/ingress in personal living spaces.

2.3.8 Health and Safety Communication

The Undersigned shall provide workers with adequate workplace health and safety trainings and post relevant message at whole workplaces.

2.4 Protection of Environment

2.4.1 Environmental Permits and Reporting

The Undersigned shall obtain, maintain and keep current all required environmental permits and other approvals. The Undersigned shall comply with the operating and reporting requirements of applicable permits and regulations.

2.4.2 Pollution Prevention and Resource Reservation

The Undersigned shall reduce and eliminate all kind of resources consumption and pollution, which including water and natural resource consumption by implementing conservation and substitution measures such as improve production, maintenance and facility engineering, substitution of materials, conservation, recycling and reuse.

2.4.3 Hazardous Substance Management and Restriction

The Undersigned shall implement a systematic approach to identify, manage, responsible dispose of, transport, storage, use or recycle hazardous chemicals and other substances that might be harm to environment.

2.4.4 Wastewater and Non-Hazardous Substance Management

The Undersigned shall implement a systematic approach to identify, manage, reduce and responsible dispose of or recycle non-hazardous waste. The Undersigned shall implement a systematic approach to identify, monitor, manage, dispose of, control and reduce wastewater produced by its operations, engineering procedures and sanitation facilities prior discharge or treatment. Furthermore, the Undersigned shall conduct routine monitoring of the performance of process wastewater discharge system.

2.4.5 Air Emissions Management

The Undersigned shall identify, monitor, manage and responsibly control air emissions sources emanating from its operations, such as volatile organic compounds, aerosol, corrosives, combustible dusts, Ozone-depleting chemicals and Combustion By-Products, that pose a hazard to the environment prior such air emissions discharge. The Undersigned shall conduct routine monitoring of the performance of its air emission control system.

2.4.6 Restricted Substances

- a) The Undersigned shall satisfy all applicable laws and regulations and customer demands in respect to certain restricted substances are prohibited or limited to be used in products or production process, including post the signage of recycling and disposal.
- b) All products shall meet environmental directives, including RoHS, REACH, WEEE and Green Package, and the regulation of environmental protection in target market countries and regions.
- c) All production shall carry out Lead-free and Low Toxicity Control, to meet requirements of relevant laws and regulations on the management of chemicals and the control of toxic and hazardous substances.
- d) The Undersigned shall carry out green purchase, and conduct environmental inspection and management to materials provided to TPK.

2.4.7 Stormwater Management

The Undersigned shall implement a systematic approach to prevent contamination of stormwater runoff. The Undersigned shall prevent illegal discharges and spills from entering storm drains.

2.4.8 Energy Consumption and Greenhouse Emission

The Undersigned shall implement tracking and recording process to survey energy consumption and greenhouse emission in its workplaces and facilities, adopt cost-efficient procedures to foster greater energy efficiency and reduction of energy consumption and greenhouse emission.

2.5 Business Ethics

2.5.1 Business Integrity

The Undersigned shall be always ethical in every aspect of its business and shall not engage in corruption, extortion, embezzlement, and money laundry. The Undersigned shall have all its business activities reflected transparently and accurate in business books

and records.

2.5.2 Anti-Bribery

The Undersigned shall not approach active or passive, direct or indirect to TPK personnel or any other relevant third party to obtain business opportunity, pry into trade quotation or receive any other business interest by giving or receipt of gifts, money, including cash, check, and credit card, etc.), entertainment or any other interests.

2.5.3 Disclosure of Information

The Undersigned shall follow applicable regulations or industrial standards accurately record information regarding labors, health and safety, environmental practices, its business activities, organizations, financial status and performances and shall disclose such information, without falsification or misrepresentation, to all appropriate parties.

2.5.4 Protection of Intellectual Property

The Undersigned shall respect intellectual property rights and comply with all applicable international laws and regulations.

2.5.5 Fair Business, Advertising and Competition

The Undersigned shall implement a system for fair business, advertising and competition and safeguard customer information.

2.5.6 Anonymous Complaints and Whistleblower Protection

The Undersigned shall provide an anonymous complaint mechanism for suppliers and workers to report workplace grievances or violations of business integrity. The Undersigned shall provide communication procedure to prevent the whistleblowers from retaliation.

2.5.7 Privacy

The Undersigned shall protect personal information of business relevant personnel, including its customers, suppliers and workers from unauthorized disclosure/usage and follow requirements of applicable laws and regulations with respect to privacy protection to collect, store, dispose of, transport and convey any personal information.

2.5.8 Responsible Sourcing of Minerals

The Undersigned shall establish Conflict-free Minerals Policy to prohibit purchasing or using conflict minerals. The Undersigned shall require its sub-vendor not to purchase conflict minerals. When necessary, the Undersigned shall exercise due diligence on the origin and chain of custody of minerals, and provide concrete measures of due diligence.

2.6 Supplier CSR Management

2.6.1 The Undersigned shall implement a CSR management procedure to its suppliers, which includes CSR management system, CSR risk assessment, performance review, on-site audits and violations tracking and improvement.

2.6.2 The Undersigned shall execute a CSR commitment letter with its suppliers to ensure

all its suppliers to improve their CSR management system.

3. Responsibility for Breach of Commitment

- 3.1 If the Undersigned's behavior does not comply with the treaties of this commitment letter, the Undersigned shall correct the behaviors at its own expense within a reasonable period of time specified by TPK, until meet all the treaties of this commitment letter.
- 3.2 The Undersigned shall positively take action to insure TPK passes customer audit at one time. If TPK can't pass customer or third-party audit at one time because of the Undersigned's or its supplier or sub-contractor's non-conformance, which leads to follow-up onsite audit, the Undersigned shall pay all fees of follow-up customer onsite audit, including but not limited to: TPK, TPK's customer and third-party auditor's travel expense and salary during the audit period at RMB 1,500/ person/ day, and audit fees paid to third-party.
- 3.3 If there is any behavior that violate TPK Supplier CSR Red Line Requirement found by TPK in the Undersigned and its supplier or sub-contractor, TPK has the right to terminate all purchase contract signed with the Undersigned unilaterally without any liability for compensation, and the Undersigned shall pay 8% of the total transaction amount (including paid and unpaid) of the past 12 months to TPK as liquidated damages.
- 3.4 The liquidated damages cannot relieve the Undersigned's liability for TPK's loss. The Undersigned shall compensate TPK for loss that caused by the Undersigned or its supplier or sub-contractor's non-conformance of this commitment letter.
- 3.5 TPK has the right to deduct the liquidated damages, compensation, audit fees payable by the Undersigned mentioned above directly from any amount payable to the Undersigned.

4. Reference

4.1 International Conventions and Laws

- 4.1.1 Universal Declaration of Human Rights
- 4.1.2 Convention on the Rights of the Child
- 4.1.3 ILO Convention 29 (Forced Labour) and 105 (Abolition of Forced Labour)
- 4.1.4 ILO Conventions 87 (Freedom of Association)
- 4.1.5 ILO Conventions 98 (Right to Organise and Collective Bargaining)
- 4.1.6 ILO Conventions 100 (Equal Remuneration) and 111 (Discrimination – Employment and Occupation)
- 4.1.7 ILO Conventions 135 (Workers' Representatives)
- 4.1.8 ILO Convention 138 and Recommendation 146 (Minimum Age)
- 4.1.9 ILO Convention 155 and Recommendation 164 (Occupational Safety and Health)
- 4.1.10 ILO Convention 159 (Vocational Rehabilitation and Employment – Disabled Persons)
- 4.1.11 ILO Convention 182 (Worst Forms of Child Labour)

4.2 International and Industrial Standards

- 4.2.1 ISO14001: 2015 Environmental Management System Standards
- 4.2.2 OHSAS18001: 2007 Professional Health Safety Control System Standards
- 4.2.3 SA8000: 2014 Social Accountability International Standards
- 4.2.4 RBA(former EICC): Responsible Business Alliance Code of Conduct 6.0
- 4.2.5 The 10 Principles of United Nations Global Compact
- 4.2.6 ISO26000: 2010 Social Responsibility Guidance International Standards

5. TPK Supplier CSR Red Line Requirement

5.1 No Underage Labor

The Undersigned shall conduct effective measures to identify workers' age, to ensure all workers, including student, dispatching and temporary worker, have reached local minimum employment age (for example, China's minimum employment age is 16, Indian's minimum employment age is 15), and ensure underage workers are effectively protected.

5.2 No Prison Workers or Forced Labour

The Undersigned shall not use prisons or similar institutions as suppliers or sub-contractors, shall not employ prison workers or other forced labour, shall not withhold worker's personal documentation. Workers are free to leave after reasonable notice. The Undersigned shall not force workers to work overtime.

5.3 No Illegal Employment Discrimination

Illegal employment discrimination is prohibited, including but not limited to race, nation, social background, social class, descent, religion, disability, sexual orientation, familial responsibility, marital status, union membership, politics view, age, etc. No sexual harassment or pregnancy tests.

5.4 No Violence

The Undersigned shall treat workers humanely, respect workers' personal dignity, without abuse, corporal punishment, illegal body frisk or body frisk by opposite sex.

5.5 The Record of Working Hours Must Be Real

The Undersigned shall monitor workers' working hours strictly, save real and complete record of working hours.

5.6 Pay At Least the Minimum Wage Stipulated by Local Laws

The Undersigned shall ensure all workers, including student, dispatching and temporary workers, can receive agreed wages in time. The Undersigned shall pay at least the Minimum Wage and overtime pay required by law. The Undersigned shall not deduct workers' wage without reason.

5.7 Ensure the Safety and Health of Workers

The Undersigned shall provide safe and healthy working and living facilities, effectively monitor high-risk operation and machine, to prevent industrial accident, food poisoning, occupational poisoning or occupational disease.

5.8 Effectively Control Fire Risk

The Undersigned shall properly manage inflammable and explosive materials, effectively control source of fire, regularly maintain firefighting apparatus and evacuation exit and regularly organize evacuation drills. In order to prevent fire accidents, the employee dormitory shall not be located in the factory or warehouse buildings.

5.9 No Illegal Emission of Toxic and Hazardous Waste

The Undersigned shall comply with applicable environmental laws and regulations, reject illegal emission of waste water, waste gas and waste solid, and regularly monitor emissions.

5.10 No Commercial Bribery in Any Form

The Undersigned shall comply with the highest Integrity Standards, prohibit any form of bribery.

The Undersigned(Seal): _____

Representative (Signature) : _____

Title: _____

Date: _____