

# 供應商行為準則

## *Supplier Code of Conduct*



「有成精密股份有限公司」(下稱「有成」或「本公司」) 嚴格遵守高道德操守，杜絕任何形式的賄賂並努力於環境永續發展，與重視人權保護議題，致力在提供安全的工作環境與保障員工受有尊嚴地對待，另本公司深知企業除追求成長以外，更應同時考量其營運對社會與環境所生衝擊，設定永續經營的目標與承諾。

因此本公司請求供應商於本公司在實踐上述目標的路上共同努力，供應商除應有具競爭力的品質、技術、交期外，並亦應重視供應鏈的環境、社會及公司治理等面向。有成期許供應商能成為本公司尊重人權保障與推動永續發展議題上不可或缺的重要夥伴。

“Win Win Precision Technology Co., Ltd.” (hereinafter “WIN “or “We”) is committed to upholding the highest business ethics against any form of bribery or corruption, sustainable development and the respect for human rights. We work hard to provide a safe and dignified workspace for all employees and aim to address the impacts to the society and environment caused by our operations.

To this end, we ask our suppliers (“Suppliers” or “Supplier”) to contribute to these efforts in the spirit of mutual cooperation. We expect our Suppliers to not only provide products/services of competitive quality, technology, and lead-time but to also emphasize supply chain management, in particular with respect to complying with the principles of environmentally and socially responsible and ethical conduct. We look forward to our Suppliers being valuable partners in WIN’s effort in respecting human rights and working toward sustainable development.

本公司期望透過「供應商行為準則」(下稱「本準則」)，藉由多方利害關係人溝通、評估、稽核及持續改善致力於實現本準則之價值，奠定雙方對人權保護與永續發展等議題上能具有的共通價值。

We hope through adopting this Supplier Code of Conduct (hereinafter “Code”), we can achieve a mutual consensus on the values of human rights protection and sustainable development through implementing a system of multi-stakeholder communication, assessment, audit, and continuous improvement in the efforts of realizing the Code’s values.

據此，本公司遵循《聯合國世界人權宣言》、國際人權憲章及國際勞工組織《工作基本原則與權利宣言》、《聯合國工商業與人權指導原則》、經合組織《負責任商業行為盡職調查指南》及《氣候相關財務揭露建議書》等國際規範，而制定本準則。

Accordingly, provisions of this Code are derived primarily from the following international standards, including but not limited to, the United Nations Universal Declaration of Human Rights, the International Bill of Human Rights, the ILO Declaration on the Fundamental Principles and Rights at Work, United Nations Guiding Principles on Business and Human Rights (“UNGP”), the OECD Due Diligence Guidance for Responsible Business Conduct and Task Force on Climate-Related Disclosures.

本公司敬請供應商遵守本準則所載之約定及原則、遵守其所在地之法律規定，同時請求供應商於必要時，亦對其下游供應商、承包商和服務提供者倡議一同採用本準則之約定與原則。本公司期望透過本準則，奠定本公司與供應商對人權保護與永續發展等議題上能具有的共通價值，並藉由多方利害關係人溝通、評估、稽核等方式持續改善相關作為，以落實符合人權保護及永續發展等核心價值，為利害關係人創造價值。

WIN respectfully requests Suppliers to operate in accordance with provisions and standards outlined in this Code and adhere to all relevant laws and regulations. At the same time, we also respectfully request Suppliers to ask, and where possible, to contractually oblige, their suppliers, contractors, and service providers to also adhere and adapt their operations to this Code. We hope through adopting this Code together with our Suppliers that we may achieve a mutual consensus on the values of human rights protection and sustainable development through implementing a system of multi-stakeholders communication, assessment, audit, and continuous improvement in the efforts of realizing core values in human rights protection and sustainable development and to create values for the stakeholders.

遵守本準則為供應商與本公司建立任何業務關係之關鍵義務條件。據此，本公司請求所有供應商及其他利害關係人均應遵守本準則所載之相關議題，尤其本公司對於公司自身活動中對任何涉及強迫勞動的行為採取「零容忍政策」，若供應商或其他利害關係人所提供的產品或服務係涉及強迫勞動或類似作法相關者，則本公司將不會接受該等產品或服務。

Compliance with this Code is an essential obligatory condition for Suppliers to have any business relationship with WIN. Accordingly, we require that Suppliers and other stakeholders comply with this Code. In particular, we have a “zero-tolerance” policy towards the use of forced labour and will not accept products or services from Suppliers or other stakeholders that are linked to forced labour or similar practices.

因此，供應商於簽署本準則後，本公司將依評定之各供應商風險程度，進行必要之盡職調查(Due Diligence)。供應商不遵守本準則或不願意及時配合調查者，有可能會導致交易暫停乃至與本公司終止合作(包括所有相關供應合約)；此外，供應商對本準則遵守的情況將是本公司在做出採購決策時之重要考量點。

Therefore, after signing this Code, we will undertake the necessary due diligence in accordance with the risk level assigned to Suppliers. Violation of this Code or lack of cooperation in the due diligence investigations in a timely manner can constitute a cause and reason for WIN to terminate or suspend the business relationship, including all associated supply contracts. Furthermore, WIN will assess the Suppliers' compliance with this Code when making a purchase decision.

本準則由七大議題組成，分別為 1.廉潔與誠信經營、2.進出口管制規範遵循、3.衝突礦物、4.環境安全與衛生、5.防止強迫勞動與人權保障、6.環境保護、與 7.永續發展。詳細內容分述如下：

This Code consists of seven sections: 1. Anti-Corruption and Integrity Management, 2. Export/Import Control Compliance, 3. Conflict Minerals, 4. Environment, Safety and Health, 5. Preventing Forced Labour and Respecting Human Rights, 6. Environment Protection and 7. Sustainable Development. Detailed provisions are as follows:

## 一、廉潔與誠信經營 (Anti-Corruption and Integrity Management)

為落實誠信經營，本公司除要求所有內部同仁均應了解並遵守高標準的從業道德規範外，亦期望供應商共同支持此核心價值，故請求供應商與本公司所有商務往來中，亦應謹守最高道德標準，詳細說明如下：

To fully realize integrity management, WIN requires all employees to understand and uphold the highest business ethics when conducting business. We expect that Suppliers also observe this core value in all of their business activities and act accordingly. Details are as follows:

### 1) 誠信經營

供應商在其所有商業關係中，應謹守最高的誠信標準。本公司對供應鏈採取零容忍政策，禁止任何形式的賄賂、貪污、勒索、挪用公款或任何不正當利益，不論是任一方承諾、提供或接受皆屬之，供應商除應遵守其所在地當地相關法律規範外，還應遵守營業活動及與其有商業關係當地之相關規範，包括但不限於，遵守美國《海外反腐敗法》(FCPA)與英國《2010年賄賂法令》。

#### Integrity Management

Suppliers shall uphold the highest business ethics in all transactions. We have a zero-tolerance policy against any form of bribery, embezzlement, extortion, misappropriation of company funding, or improper advantages of any kind, either offered or received in connection with the supply chain. Suppliers shall strictly observe all the relevant laws and regulations in the countries of their location, as well as the relevant regulations in the countries with whom they do business, including but not limited to the United States Foreign Corrupt Practices Act and Britain's Bribery Act of 2010.

### 2) 反賄賂、反貪腐：

供應商不得以承諾、提供、准許或收受賄賂或任何形式的不正當利益之方法，獲得、保留業務或將業務轉讓他人，供應商並應監控、記錄、留存與執行必要程序，用以確保其符合反貪腐相關的法律要求。

#### Anti-bribery and Anti-Corruption

Suppliers shall not engage in any act which results in improper advantages in their business operations, including acts of promising, offering, authorizing or receiving, for the purpose of obtaining, retaining, or assigning business to other people. Suppliers must monitor their practices against corruption, including keeping records of enforcement, and ensure their compliance with relevant anti-corruption laws.

### 3) 資訊公開：

供應商所有之業務來往均應以公平及透明之方式進行，並準確地記錄在供應商的帳簿和商業紀錄中，另應依適用法律向本公司揭露有關參與勞工、健康與安全、環保活動、商業活動、組織架構、財務狀況等資料，以及本公司要求之履行其盡職調查和供應鏈管理義務所需的其他資訊。供應商不得偽造紀錄或虛報供應鏈的狀況。供應商並承諾應依本公司之請求提供合規及供應鏈管理之相關文件。

#### Information Disclosure

Suppliers shall conduct all their business activities in a transparent manner and shall accurately reflect this in their accounting and business records. Suppliers shall, based on applicable law, disclose information to Win related to labor, health and safety, environmental practice, business activities, organizational structure, financial information, and other information as required by WIN to fulfill its due diligence and supply chain management obligations. Suppliers must not falsify or misrepresent information or practices, especially for information related to their supply chain. Suppliers agree to provide WIN, upon request, with documents relating to its compliance with this Code and supply chain management.

#### 4) 智慧財產權保護與保密義務：

供應商應遵循保護智慧財產權之相關法律，且有盡力防免侵害第三方智慧財產權的義務；供應商明確知悉對於在交易洽談、合約締結和交易履行過程中所接觸、知悉、持有或取得之所有與本公司經營、生產、銷售、研發、財務、管理等相關之非公開資訊（包括本公司及其客戶之資料）為機密資料，無論其形式或媒介為何，亦無論為有形或為無形者，或是否載有「機密」等同義字。除本準則另有約定外，供應商承諾以合理的保密措施保密之，絕不對外洩漏、散佈或揭露予任何第三者。

#### **Intellectual Property Protection and Obligation of Confidentiality**

Suppliers must adhere to all relevant laws and regulations pertaining to intellectual property protection and have a duty to abstain from infringing Win's and any other person's intellectual property in any form. Suppliers acknowledge and agree during the course of doing business with WIN that they may come to know information related to a company's operation, production, sales, research, finance, management practices, and other not publicly known information (including that of WIN and customers), and that this information shall be considered as confidential information, regardless of the type of the information medium, tangible or intangible, or whether such information is marked as "Confidential" or with a similar designation or not. Suppliers agree to safeguard this information with appropriate means, and notwithstanding the disclosure of information set out in this Code, shall not disclose, or disseminate such information to the public or to any other person.

#### 5) 隱私權保護：

供應商承諾合理地保護任何與其有業務來往者（包括本公司、其他供應商、客戶、用戶和員工）的個人資料和隱私；供應商應當在收集、儲存、處理、和傳播上述人員的個人資料時，遵守個人資料保護法及相關法律之要求。

#### **Privacy Protection**

Suppliers agree to safeguard the personal information and privacy they come across during the course of doing business, including that with WIN, other suppliers, customers, end users and employees, with appropriate means. Suppliers shall adhere to all relevant privacy laws and other regulatory requirements in collecting, recording, handling, and disclosing personal information.

#### 6) 避免利益衝突：

供應商與本公司間的商業往來應避免任何可能的利益衝突，應確保其獨立性或公正性不受質疑。例如，若供應商之員工與本公司之員工間為近親關係，或對本公司有重大投資利益者，則應避免該人等參與供應商與本公司間之重要商業決策。供應商與有本公司人員往來上應謹守一般商業往來的分際，若有可能利益衝突情形時，應立刻告知本公司，並採取適當措施以防止因此可能產生的不當行為。

## Conflict of Interest

Suppliers shall avoid any possible conflict of interest between the Suppliers' interests or obligations and its responsibilities vis-à-vis their business activities with WIN, such that the independence, objectivity or impartiality of the Suppliers cannot be called into question. This obligation includes, but is not limited to, ensuring that employees of the Suppliers which have a significant link with WIN (e.g., employees who are or have been employed by WIN, whose close family members are employed by WIN, or who have significant investment interests in WIN) are not involved in making commercial decisions concerning the Suppliers' relationship with WIN. Suppliers shall observe the highest business ethics when interacting with WIN's employees. If there is any doubt of possible conflict of interest, Suppliers are advised to report to WIN immediately and adopt appropriate corrective action to prevent any inappropriate impact.

## 7) 申訴：

供應商同意如發現本公司或與本公司之交易對象有違反上述誠信經營或本準則之相關約定情事者，應立即檢附相關證據向本公司舉報，本公司的投訴電子信箱為：[audit@w-win.com.tw](mailto:audit@w-win.com.tw) 或寄掛號信至：30070 台灣新竹市公道五路二段 180 號 4 樓 稽核室收。本公司就所有收到的檢舉或意見皆會嚴格看待與詳盡調查，並依調查結果採取必要之改正措施。

## Complaint

Suppliers agree to disclose to Win any information related to the discovery of any of WIN's employees or any person with whom WIN trades being in breach of the abovementioned integrity management or any provisions of this Code, together with corroborating evidence. Suppliers may submit such complaints by email: [audit@w-win.com.tw](mailto:audit@w-win.com.tw) or via registered mail to: Audit Office at 4F., No.180, Sec. 2, Gongdao 5th Rd., East Dist., Hsinchu City 30070, Taiwan. All complaints submitted to Win will be taken seriously and investigated rigorously, and may result, where appropriate, in corrective measures.

## 二、進出口管制規範 (Export/Import Regulatory Compliance)

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### 進出口法規遵循：

供應商應持續更新其產品涉及之進出口法令規範，包括原出口國的出口管制與海關法規、目的地國家的進口和海關法規，如美國出口管制條例(EAR)之相關規定與聯合國發布之制裁或禁令等。供應商並有配合本公司與進出口國政府機關要求提供必要文件與負擔協力之義務，如提供 ECCN 號碼等。另供應商應向其員工和外包商提供必要之教育訓練，用以確保對前述法令之遵循。

Suppliers must continuously update their products' compliance with requirements related to import and export control regulations, including export and customs regulatory requirements and import destination's import and customs regulatory requirements, such as but not limited to, the United States Export Administration Regulation ("EAR"), or sanctions or restrictive measures imposed by the United Nations. Suppliers are obligated to provide necessary documentation and assistance to satisfactorily meet the import/export requirements of WIN, such as providing Export Control Classification Number (ECCN). Furthermore, Suppliers will provide adequate training to their employees or contractors to ensure import/export regulatory compliance.

## 三、衝突礦產 (Conflict Minerals)

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為避免本公司與供應商使用來自衝突地區所開採之「衝突礦產」；為免疑義，本準則所稱之「衝突礦產」係指依《OECD 受衝突影響和高風險地區礦產供應鏈盡職調查指南》中所定義者。

To ensure that Win and its Suppliers do not use any Conflict Minerals extracted from conflict-affected or high-risk areas, including those in a state of armed conflict or fragile post-conflict; for sake of clarity, the "Conflict Minerals" under this Code has the same meaning as under the "OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas".

供應商不應購買或使用任何衝突礦產。供應商也應要求其供應商遵守此要求，並實施必要調查以確保其本身供應鏈也沒有使用衝突礦產。

Suppliers shall not purchase or use any Conflict Minerals. Furthermore, Suppliers shall request their own suppliers to comply with this requirement and implement the necessary investigation measures to ensure compliance so that their supply chains remain free from the purchase or use of Conflict Minerals.

## 四、確保安全健康的工作環境(Safe and Healthy Workplace)

供應商應恪守職業安全衛生相關法令，以提供安全、健康的工作環境，避免員工在從事與工作有關的作業中或在使用雇主設施時，發生有害健康的事故及職業危害，並應當採取合理措施，以防止與減緩工作場所對員工之安全與健康產生任何負面之影響。就本準則之目的，「員工」是指從事某形式有償工作之所有人員，無論該人員與供應商間為何種法律關係。

標準與要求如下：

Suppliers shall provide a safe and healthy workplace to prevent accidents and occupational hazards when an employee engages in work-related tasks or the operation of employers' facilities by strictly observing all relevant laws and regulations. Suppliers will also adopt reasonable measures to prevent and mitigate any adverse impact on the safety and health of the employees in the workplace. For the purposes of this Code, the term "employees" refers to all persons performing a form of remunerated work, irrespective of the nature of the legal relationship between that person and the Suppliers.

The standards and requirements are as follows:

### 1) 職業安全衛生：

供應商應透過分級控制原則，識別其員工面臨之潛在風險。針對不同的風險採以相應的管控措施。供應商應進行年度稽核，以有效措施控管及排除這些危險。若上述程序有所變更時亦應進行稽查以確認有效性。另應定期透過員工教育訓練，使員工建立正確的職業安全衛生相關知識，鼓勵員工提報安全風險，並熟悉與其自身工作相關之環安衛法規要求；亦應提供勞工適宜且充分的個人防護裝備，並定期對裝備、機器進行防護性保養；對於孕婦或哺乳期的女性，則應提供育嬰或哺乳所需之適當場所，並採取合理的措施讓其遠離存在高度風險的工作環境。

#### Occupational Safety and Health

Suppliers shall identify and assess the potential safety hazards their employees are exposed to. Different control measures shall be taken based on the level of risk. Annual audits shall be carried out with effective measures to control and eliminate such hazards. If any change is made to the above procedures, an audit should also be carried out to confirm their effectiveness. Training shall be provided regularly to all employees and employees are to be encouraged to raise safety concerns with their managers and kept themselves familiar with the laws and regulations on health, safety, and environmental protection. Suppliers shall also provide adequate personal protection gear that is appropriate to the job's conditions and requirements and such protection gear, equipment and machinery shall also be maintained regularly. Furthermore, Suppliers shall provide adequate space required for childcare or breastfeeding for an employee who is pregnant or is breastfeeding in addition to undertaking appropriate measures to prevent such employee from the hazardous working environment.

### 2) 應急措施：

應鑑別及評估潛在的緊急情況和事件，並制定對應的應急措施及應變程序，於緊急情況發生時將影響降到最低，如擬定疏散計畫、緊急人員聯絡資訊、復原計畫、進行員工培訓和定期演習等，並應備妥適當的消防偵測、滅火設備及逃生設施，確保緊急出口暢通無阻。

#### Emergency Preparedness

Suppliers shall identify and assess potential emergency situations and events, and undertake measures on emergency reporting, employee notification and evacuation procedures, training and drills, appropriate fire detection and suppression equipment, clear and unobstructed egress adequate exit facilities, and recovery plans to minimize the possible impacts from an emergency. Such plans and procedures shall focus on minimizing harm to life, the environment, and property.

### 3) 健康職場

供應商應鼓勵並推動員工進行定期的健康檢查，並制定相應的管理措施以有效預防職業傷害，並提供必要之補救措施。供應商應協助員工返回或至適當的工作崗位。另應給予必要之教育訓練以提高員工對健康管理的重視，如舉辦定期講座或宣導等。

#### Healthy Workplace

Suppliers shall encourage their employees to take physical check-ups regularly. Suppliers shall take the appropriate measures to prevent occupational injury and provide the necessary remedy. Suppliers shall also provide necessary assistance to their employees to return to work or provide alternative suitable positions. Training shall be provided to the employees to raise their awareness of health-related issues by, for example, hosting regular training sessions or seminars.

### 4) 宿舍衛生與安全

如有提供勞工宿舍或相類似之設施，供應商應確認有乾淨的洗手間設施、無虞的飲用水、充足的照明供暖、通風設備與合適的進出通道，以及遭遇緊急危難時，如火災等適當的緊急出口。

#### Dormitory Hygiene and Safety

If Suppliers provide dormitory or equivalent facilities to their employees, Suppliers shall ensure that such facilities have readily available access to clean toilets, drinkable water, adequate lighting, heat, ventilation, and reasonable personal space. Such facilities shall include adequate entry and exit routes, including additional emergency exit routes in the event of fire or other emergencies.

### 5) 風險警示與訓練

工作相關之警語應張貼於員工得明顯注意之處，俾利員工認知該等風險；另於正式工作前應進行必要的培訓，正式工作後則定期提供相應的教育訓練，另應確保培訓及教育訓練是以員工能夠理解之語言進行，確保員工擁有適當且充足的職業安全知識。並鼓勵員工於執行職務期間，如遇有任何會影響其健康安全之疑慮，應即時提出且不會因提出質疑而受任何不利益之影響，供應商並應本於誠信原則主動給予相應且適當的協助或改善。

#### Risk Warning and Training

Suppliers shall ensure that information related to health and safety is clearly displayed in the facility or other places accessible to the employees, with a view to raising the employees' awareness. Furthermore, Suppliers shall provide training on occupational safety for all employees prior to the beginning of work and regularly thereafter in a language the employees can understand. Suppliers shall put in place processes to facilitate the expression of employees' concerns or complaints related to health and safety issues, without fear of retaliation or other detrimental consequences. Suppliers shall address such concerns or complaints by providing corresponding assistance or improvement effectively and in good faith.

## 五、防止強迫勞動與尊重人權(Prevent Forced Labour and Respecting Human Rights)

### 1) 禁止強迫勞動與僱用童工

供應商應確保其供應鏈中無任何涉及使用強迫勞動之情事及僱用童工之行為。

所謂「童工」係指僱用任何未滿 16 歲、未達強迫教育年齡或未達該供應商營運所在國家最低就業年齡的人士，惟符合當地法律規範之合法職場學習等類似計畫者，則不在此限。

另本準則所謂之「強迫勞動」係指依國際勞工組織(ILO)所規定之強迫勞動指標為基礎下，任何以懲罰為威脅、強迫他人非自願性提供勞務的行為；詳言之，供應商應承諾不使用強迫、擔保(包括抵債)或以債務束縛之員工、非自願、遭剝削的監獄勞工、或遭奴役或販賣的人口。供應商不應以恐嚇、強逼、威脅或詐騙等不法方式使員工非自願提供勞務。供應商應確保所有員工皆自願簽立勞動契約，並以員工可以理解的語言起草。為避免疑義，若有員工不理解工作地點語言，勞動契約應採用雙語格式起草，一份工作地點語言版本，另一版本由母語或員工理解的其他語言版本作成。供應商或其代理人不得對員工使用任何脅迫、暴力或其他恐嚇手段，如沒收個人文件或以延遲、不支付工資或從約定工資中扣除等形式之懲戒方式，所有員工均得隨時並自由的終止僱傭關係。另供應商或其仲介人不得要求員工繳付招聘費用或其它僱傭相關費用。

#### Preventing Forced Labour and Child Labour

Suppliers must ensure that no forced labour or child labour occurs in their supply chain.

The term “child labour” refers to the oldest age of the following three conditions: (i) any person under the age of 16, (ii) under the age for completing compulsory education, or (iii) under the minimum age for employment in the country the Suppliers are operating in. The use of legitimate workplace learning programs or internships which comply with all relevant laws and international standards are exempt from this provision.

The term “forced labour” is defined as any work which is exacted from any person under the menace of any penalty and which is involuntarily performed by any person. Instances of forced labour shall be identified by reference to the relevant indicators of the ILO (“International Labor Organization”).

Suppliers shall not use any forced, bonded (including debt bondage) or indentured labor, involuntary or exploitative prison labor, slave labour, or labour performed by a trafficked person. Suppliers shall not use illegal acts such as threats, coercion, or deceit to compel their employees to perform any work.

Suppliers must ensure all of their employees have voluntarily signed an employment contract. The employment contract should be drafted in a language the employee can understand. For the avoidance of doubt, where an employee does not understand the language of the place of employment, the employment contract shall be drafted in a bilingual format, with one version in the language of the place of employment and one version in the native language of the employee or otherwise a language the employee understands.

Suppliers and their agents shall not use any means of coercion or intimidation, such as confiscating or denying employees access to their identity documents, or using delay in paying or deducting from the agreed salary as a disciplinary method. All employees shall be free to terminate their employment with the Suppliers at any time. Suppliers, including their agents, shall not ask any employee for recruitment fees or other fees related to their employment.

### 2) 自由結社與集體談判

供應商應認可並支持員工自由結社與集體談判的權利，員工應得依據當地的法律，選擇並參與工會或集會，亦有權利自由選擇不參加此類活動。員工得公開就工作條件及管理方法與管理層進行溝通，且不用擔心遭到歧視、威脅、騷擾或報復。

#### Freedom of Association and the Right to Collective Bargaining

Suppliers shall recognize and support their employees’ freedom of association and right to collective

bargaining. Employees are free to join a union or similar assembly according to all relevant laws, and shall also enjoy the right to refrain from joining if they wish to do so. The employees shall also enjoy the right to publicly discuss with management about their working conditions and management methods and shall be free from any fear of discrimination, threats, harassment, or retaliation for doing so.

### 3) 消弭工作場所歧視、確保公平報酬與防止職場騷擾

供應商認可並致力於確保其員工不會因性別、種族、宗教、年齡、身心障礙、性取向、國籍、政治觀點、社會地位或血統而遭受任何就業歧視，包括於僱傭、薪資、福利、職場發展及晉升、紀律程序、解雇或退休。依上述基礎，供應商應努力確保各級人員在薪資、晉升、資源分配等各方面，皆應以能力及貢獻為基準，能受到公平及客觀的評價。

為達上述目的，供應商應採取適當措施保證公平報酬，而「同等價值的工作」的定義，應係以教育、專業及培訓要求、技能、努力和責任、承擔之工作、及涉及任務性質等可衡量的標準來決定。供應商並承諾提供一個無騷擾的工作環境，與確保所有員工在職場上受到有尊嚴與尊重的對待、並也如此對待他人；就此，供應商應盡最大努力打擊工作場所內外發生的騷擾。工作場所外係指出差、或與工作相關之活動或社交等情況。為避免疑義，騷擾是指以侵犯個人尊嚴，或營造恐嚇、敵對、有辱人格、侮辱或冒犯性的環境為目的，而有不受歡迎行為的情況。

#### **Eliminating Workplace Discrimination, Ensuring Equal Pay for Work of Equal Worth and Combating Workplace Harassment**

Suppliers recognize and undertake to ensure that no employees shall be subject to any discrimination in employment, including in the areas of hiring, compensation, benefits, professional development and promotion, disciplinary procedures, termination or retirement, on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, social status or ethnic origin. In line with the above, Suppliers shall ensure that the work of their employees at all levels of seniority shall be valued fairly and objectively in accordance with their abilities and contributions for the purposes of remuneration, promotion, and resource allocation.

To achieve the abovementioned purposes, Suppliers shall implement appropriate measures to guarantee equal pay for work of equal value. The determination of what constitutes “work of equal value” shall be made on the basis of measurable criteria such as education, professional and training requirements, skills, effort and responsibility, work undertaken, and the nature of tasks involved. Suppliers shall also commit to provide a working environment free from harassment, and ensuring all staff are treated, and treat others, with dignity and respect. In this regard, Suppliers shall use their best effort to combat harassment which occurs at work and outside of the workplace, such as on business trips or at work-related events or social functions. For the avoidance of doubt, harassment shall refer to a situation where unwanted conduct occurs with the purpose or effect of violating the dignity of a person, or of creating an intimidating, hostile, degrading, humiliating or offensive environment.

### 4) 工時

供應商應遵循當地的有關法律與法規，使員工的工作時間不超過當地法律、法規或集體協定所許可的最大限度，且員工的任何加班應為自願即係不受任何脅迫而為之。此外，不論當地相關法規為何，供應商應確保其員工總工時不逾越合理限度且不逾越國際標準，另每七天應當允許員工至少休息一天(如當地法律有較優規定則從其規定)。

#### **Working hours**

Suppliers must observe the applicable laws and regulations on working hours. Their employees' total working hours shall not exceed the maximum hours set by such laws and regulations, or set by collective agreement. All the overtime work shall be performed voluntarily and without coercion. Irrespective of the applicable laws and regulations, the Suppliers shall ensure that the employees total working hours do not exceed a reasonable amount, determined in light of international standards.

Employees shall have at least one day off every seven days (if relevant laws and regulations prescribe

stricter requirements than those requirements shall prevail).

## 5) 工資與福利

員工的薪資、加班和法定福利應符合相關的法律與法規，並禁止以扣除薪資作為處罰的手段。於每次給付員工薪資時，應提供員工簡明的工資單據，內含充足的資料證實給付給員工的薪酬正確無誤。供應商應確保聘用臨時工、派遣員和外包工人(如利用人力仲介公司取得勞力等)，亦須遵循相關的法律與本條約定。

### Compensation and Benefits

Employees' salaries, overtime, or other benefits shall comply with applicable laws and regulations. Salary deduction as a disciplinary action is strictly prohibited. Suppliers must provide the employees with a salary statement which includes sufficient information to verify accurate compensation for the work performed. All the use of temporary workers, contractors, or outsourced workers must comply with applicable laws and regulations. Suppliers shall ensure that providers of outsourced work (e.g., labors provided by staffing agencies) comply with the applicable laws and regulations and with the present Code.

## 6) 管理、調查與救濟之機制

供應商應設立一定之管理機制，鑑別並管理(如得預防或減緩)上述強迫勞動與人權相關風險，該管理機制並應具有獨立有效的申訴機制，鼓勵所有員工或利害關係人得對任何實際或涉嫌人權風險之情事提出意見或申訴，且應確保於任何情況下，申訴人均不會因申訴而面臨報復；收受申訴後，供應商應即時調查並採取相關措施，得以減緩對人權的負面衝擊，必要時提出合適之救濟與對該管理機制不足之處持續改善與優化，並應立即向本公司通報(電子信箱: [audit@w-win.com.tw](mailto:audit@w-win.com.tw))。本公司就所有收到的檢舉或意見皆會嚴格看待與詳盡調查，並依調查結果採取必要的改正措施。

若供應商之供應鏈涉及(i)新疆地區之任何產品、或(ii)任何地區產出之矽原料時，供應商應對其上游供應商、下包商或類似之產品/服務提供者進行強迫勞動盡職調查，杜絕強迫勞動風險，並涉及該供應鏈之交易與相關文件，如原料來源、產地、供應商所在位置等供應鏈資料詳實記錄，並依本公司請求於法令要求範圍內提供上述資料(如原物料產地證明、供應商清單、供應商產品使用材料之供應鏈地圖等)

### Management System for Investigation and Remediation

Suppliers shall adopt a management system to identify and manage (i.e. to prevent or mitigate) the risks of forced labour, and shall ensure that such system has an impartial and effective remediation mechanism. This management system shall encourage the employees and stakeholders to voice complaints or concerns regarding actual or potential human rights risks, and shall ensure that the complainants are free from any fear of retaliation. Suppliers must investigate any complaint received and take appropriate measures to mitigate human rights risks or provide remedies if necessary and to continuously improve their management system. Suppliers will need to promptly report any human rights violation to WIN via email: [audit@w-win.com.tw](mailto:audit@w-win.com.tw)). All reports submitted to WIN will be taken seriously and investigated rigorously, and may result, where appropriate, in corrective actions.

If the Suppliers' supply chains involves (i) any products manufactured in Xinjiang Uygur Autonomous Regions in China or (ii) any products related to the mining of polysilicon, Suppliers must undertake a due diligence investigation against forced labour risks of their upstream suppliers, contractors or similar product/service providers to prevent any possible use of forced labour. Suppliers shall provide a complete record of the transactions and supply chain documentation so as to identify the sources of material, places of production, and location of their suppliers within their supply chain with detailed records and shall have a duty to provide WIN with adequate documentation (such as Certificate of Origin, list of suppliers, flow chart mapping each step in procurement and production of the material used in the production, etc.).

## 六、環境保護責任(Environmental Responsibility)

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供應商明瞭環境保護責任是生產世界一流產品不可或缺的一部份。供應商應調查其製造作業過程對環境的沖擊，並盡量減少該過程對社區、環境和自然資源造成的不良影響，同時保障公眾的健康和安全。本準則在起草時參考了公認的管理體系，如 ISO 14001 和生態管理及審核體系 (Eco Management and Audit System, EMAS)，建議供應商亦可參考。

供應商應遵守的環境保護準則如下：

Suppliers recognize that environmental responsibility is an integral part of producing world-class products. Suppliers shall investigate the adverse impact of their manufacturing operation on the community, environment, and natural resources and use their best endeavours to mitigate the impact. At the same time, Suppliers shall undertake measures to safeguard public health and safety. The recognized management systems such as ISO 14001 and the Eco Management and Audit System (EMAS) are used as a reference in preparing this provision of the Code. Suppliers are advised to consult them as useful points of reference.

The environmental standards that the Suppliers shall follow include the following:

### 1) 環境許可和報告

供應商應依其營運性質獲取所有必須的環境許可證（如排放監控）、批准和登記文件，亦要對之進行維護並時常更新，以及遵守許可證的操作和報告要求，有必要時，本公司得請求提供檢視。

#### Environment-related Permits and Reporting

Suppliers shall obtain, maintain and keep records of all the environment-related permits (such as discharge permits), approvals, and corresponding registrations as per the nature of their operation and shall strictly observe the reporting requirements related to those permits and approvals. WIN may ask to review such Suppliers' permit(s), if necessary.

### 2) 預防污染和節約資源

供應商應在源頭上或透過採取特定措施（如增設污染控制設備、改良生產、維修和設施程序、改善被件效能、設備和零件的再利用、保護和回收等其他方法）盡量減少污染物排放與廢棄物產出。供應商應節約自然資源（包括水、化石燃料、礦物和原始森林產品）的消耗。

#### Pollution Reduction and Resource Conservation

Suppliers shall minimize the discharge of pollutants in the environment and the generation of waste by practices, including but not limited to installing pollution control equipment, improving production processes and maintenance of production facilities, improving the performance of spare parts, or reuse, conservation, and recycling of equipment and parts etc. Suppliers shall also strive to conserve natural resources, such as water, fossil fuels, mineral, and virgin forest products, by adopting practices similar to the above.

### 3) 有害物質

供應商應當識別、標籤和管理對人類或環境造成危害的化學品、廢物及其他物質與其產品或生產之關聯，從而確保這些物質得以安全地處理、運送、儲存、使用、回收或再用及棄置。

#### Hazardous Substances

Suppliers shall identify, label and manage chemicals, waste, or other materials that are hazardous to humans or to the environment related to the Suppliers' product or their production and shall adopt a system to ensure safe handling, transportation, storage, use, recycle or re-use and disposal of such substances.

#### 4) 固體廢物

供應商實施系統性的措施來識別、管理、減少和負責任地棄置或回收固體廢物（有害與無害皆屬之）。

##### **Solid Waste**

Suppliers shall implement a systematic approach to identifying, managing, reducing, responsibly disposing of, or recycling solid waste (including both hazardous and non-hazardous)

#### 5) 廢氣排放

供應商在排放其營運過程中產生的揮發性有機化學物質、氣霧劑、腐蝕性物質、微粒、耗蝕臭氧層的物质以及燃燒副產品前，應當按照要求對其歸納特徵，進行鑑別、例行監察、控制和處理。參與者也應當對廢氣排放管制系統的性能進行例行監察。

##### **Air Emissions**

Suppliers shall identify, control, and treat volatile organic, chemicals, aerosols, corrosives, particulates, ozone-depleting chemicals, and combustion by-products generated from their operation prior to their discharge into the environment. In addition, Suppliers shall regularly monitor and evaluate the effectiveness of their air emission control systems.

#### 6) 材料限制

供應商應當遵守相關法律與客戶要求，產品和製造過程中遵守禁限用物質規定，並應遵守產品標示回收處理標示要求。

##### **Material Restrictions**

Suppliers shall strictly adhere to all the applicable laws, regulations and customs requirements with regard to the prohibition or restriction of specific substance(s) in their products or manufacturing process. Suppliers should also comply with the labeling requirements for recycling and disposal.

#### 7) 水資源管理

供應商應當實施用水管理計劃，用以鑑別、記錄和監察水資源、使用和排放，同時應勉力於節約用水與控制污染渠道。所有污水在排放或棄置前，應當按照要求對其歸納特徵後辨視、監察、控制和處理。供應商並應當對污水處理和控制系統的性能進行例行監察，以確保達致最佳性能和符合監管規例。

##### **Water Management**

Suppliers shall implement a water management program to identify, document and monitor the sources of water used, and their discharge. Suppliers shall take every opportunity to conserve the use of water and to control the channels of possible contamination. All wastewater shall be identified, monitored, controlled, and treated as appropriate prior to its discharge or disposal. In addition, Suppliers shall impose a regular monitoring mechanism to evaluate the effectiveness of their wastewater treatment and containment systems to ensure optimal performance and regulatory compliance.

## 七、永續發展(Sustainable Development)

供應商明瞭且認同全球氣候變遷趨勢為公司營運重大議題。本公司鼓勵供應商評估氣候變遷對其產品、服務與營運等影響，並應致力於碳排與溫室氣體的管控，用以增加環境韌性，本公司並鼓勵供應商考量採取，包含但不限於下列措施：1.進行溫室氣體與產品碳排含量之盤查與揭露、2.持續推動組織內與其供應鏈中節能減碳、3 減低水資源等天然資源之消耗，積極投入綠色供應鏈之設立並與上、下游商業夥伴合作共同導入調節氣候變遷之相關作為。

Suppliers acknowledge and agree that the effect of climate change presents a material risk to a company's continuous operation. WIN encourages Suppliers to assess the impact of climate change on their products, services, and operation and to endeavor to control carbon emission and greenhouse gas emission (GHG) to improve their environmental resilience. WIN encourages Suppliers to take measures including, but not limited to: 1. setting up a GHG inventory in respect of the emissions embedded in their products, 2. continuing the effort of reducing carbon emissions and conserving energy within Suppliers' own organization and their supply chain, 3. reducing consumption of water and other natural resources, and taking a proactive approach with appropriate measures with upstream and downstream partners in building a "Green Supply Chain" to manage the impacts of climate change.

### 1) 能源消耗和溫室氣體排放之盤查與管理

鼓勵供應商承諾溫室氣體減排目標，並盤查組織內能源消耗與所有相關範疇 1 與 2 的溫室氣體排放量。透過該盤查，供應商得予以追蹤、記錄及公開報告，用以作為評估溫室氣體減排目標的基礎。

#### Energy Consumption and GHG Inventory and Management

Suppliers are encouraged to make a pledge on GHG emission reduction targets. Suppliers should conduct an energy consumption inventory and a GHG inventory on scope 1 and 2 emissions. Based on those inventories, Suppliers may track, record and disclose such consumption and emissions and establish the baseline in evaluating their GHG reduction pledge.

### 2) 減少碳足跡

盤查後得追蹤與分析溫室氣體排放的趨勢與原因，並鑑別出主要排放、可減碳之方式與其產品之碳含量。供應商得致力於評估與採用節能與減碳措施，如採用較低耗能之設備、使用再生能源代替傳統能源等，用以設定短中長期減碳目標，並推動與落地各項作法。

#### Carbon Footprint Reduction

After conducting the inventory, Suppliers may monitor and analyze the sources and trends of their GHG emission, based on which the main sources of emissions and possible measures(s) to reduce its emission and product's embedded carbon can be identified. Suppliers may also endeavor to evaluate and adopt energy-saving and carbon emission reduction measures, such as the use of lower energy consumption equipment and the use of green energy instead of traditional carbon-based energy sources, to implement a plan with short, middle and long-term goals in carbon emission reduction and strive to realize these goals with practical approaches.

### 3) 應對氣候變遷

供應商應評估氣候變遷議題可能對其產品、服務與營運所可能產生之衝擊與機會，進行氣候風險之評估、管理與因應，避免供應鏈中斷。

#### Climate-related Risk Management

Suppliers should assess the possible impacts and opportunities that climate change may have on their products, services, and operations, and should also undertake measures to analyze, manage, and respond to the climate-related risks to prevent disruption of the supply chain.

#### 4) 多方利害關係人溝通與揭露

供應商應配合本公司，提供產品相關之碳及其他溫室氣體排放量。若供應商於官網或其他公開資訊平台揭露上開資訊，則應每年揭露該組織溫室氣體排放量、及節能減碳目標之績效與進度。

##### **Multi-stakeholder Communication and Disclosure**

Suppliers shall cooperate with WIN by providing data on emissions of carbon and other greenhouse gases embedded in their products. If Suppliers publish such data on their website or other publicly available platforms, Suppliers shall also disclose their organizations' GHG emissions and update this information annually, together with their status and measures towards reducing energy consumption and carbon emissions.

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【施行生效日】

自 2024 年 4 月 1 日生效

This Code comes into effect on April 1<sup>st</sup>, 2024

## 供應商承諾書(Supplier Commitment)

\_\_\_\_\_ (供應商正式名稱) 係依 \_\_\_\_\_ 國法所組織設立之公司，主要營業位址於 \_\_\_\_\_，並為「有成精密股份有限公司」(貴公司) 之供應商(「供應商」)。供應商已詳細閱讀貴公司提供之供應商行為準則，且同意遵守該供應商行為準則要求標準從事其企業經營。

(\_\_\_\_\_) (the "Supplier") incorporated under laws of (\_\_\_\_\_) with the principal place of business at (\_\_\_\_\_) is the supplier of Win Win Precision Technology Co., Ltd. ("WIN"). The Supplier has read this "Supplier Code of Conduct" provided by WIN and is willing to conduct its business operation by following the same standards given in this "Supplier Code of Conduct".

供應商：\_\_\_\_\_

Supplier

姓名／職稱：\_\_\_\_\_

Authorized Representative/ Title

地址：\_\_\_\_\_

Address:

簽名／日期：\_\_\_\_\_

Signature/Date