

## Code of Conduct

and its Affiliates (“Company”) are Trading Partners of LITE-ON Technology Corporation and its Affiliates. The Company agrees to comply with the terms and conditions as follows:

### 1. Definition

- 1.1 “LITEON” means LITE-ON Technology Corporation, and any of its past, present, or future company, factory, Affiliate, and/or any other business organization which are established directly or indirectly by LITE-ON Technology Corporation in any area worldwide.
- 1.2 “Affiliate” means any business organization directly or indirectly controlling, controlled by, or under common control, whether in finance, technology, production, procurement, marketing or personnel aspect, with the entity.
- 1.3 “Trading Partner” means any company, organization, or individual, in whatever business form which has transaction or cooperation with LITEON, including without limitation supplier, customer, co-supplier, contractor or any other service providers, broker, business partner, and regardless of whether the transaction or cooperation is concluded.
- 1.4 “LITEON Personnel” means the personnel of LITEON who is, directly or indirectly, in charge, negotiate, or is related to the transaction with Company regarding terms and conditions of the transaction, enter into or performance of an agreement, or any person who may, directly or indirect, influence the foregoing transaction, including without limitation the personnel of handling, procurement, manufacture, or the supervisor of that personnel.
- 1.5 “Improper Interest” including but not limited to any money (such as rebates, commissions, post-credits, or payment of personal bills), property, profit sharing, securities, shares (or dark shares) or any other form of gift, hospitality (such as entrance to high-consumption places, tourist entertainment and rental vehicles). Improper Interest also includes arranging LITEON Personnel or their Related Parties to work in companies or corporations owned or controlled by the Company or its Related Parties.
- 1.6 "Related Party" means the employees, representatives, spouses, parents, children, siblings, grandparents, grandchildren, and other relatives and friends of either party.

### 2. Integrity Commitment

- 2.1 The Company hereby agrees to strictly abide by all the relevant LITEON regulations regarding integrity and code of ethics. Company shall not, either directly or indirectly, providing, or promising to provide, any bribery or other Improper Interest, to LITEON

Personnel, Trading Partner personnel, or their Related Party. The Company also promise that it will not seek Improper Interest, or any illegitimate interest for LITEON Personnel, Trading Partner personnel, or their Related Party.

- 2.2 The Company hereby commits it will not, by itself or through its Related Party, through improper means or by providing Improper Interest, to induce LITEON Personnel or Trading Partner personnel to accept false/inflated trading prices or forged trading data.
- 2.3 If any LITEON Personnel, Trading Partner personnel, or its Related Party request, agree to, or accept any Improper Interest, or seek benefit for itself, its Related Party, or their designated party, the Company shall report to LITEON immediately, provide relevant evidence, cooperate with the follow-up investigation.
- 2.4 If the Company knows there is any conduct of LITEON's Trading Partner breaches this Code of Conduct, or any LITEON Personnel, Trading Partner personnel, or its Related Party seek for Improper Interest, the Company shall report to LITEON immediately and provide relevant evidence to:  
  
Tel : +886-926-120539  
Email : [ethic.hotline@liteon.com](mailto:ethic.hotline@liteon.com)  
Mail box : Atten: Chairman Office (report mail box)  
P.O. BOX 9-156-21 Neihu  
Taipei City 11499  
Taiwan
- 2.5 During the performance of a contract, the Company warrants that the Company and its Related Party shall not, through improper means or by providing Improper Interest, to induce LITEON Personnel or Trading Partner personnel consent or imply to transfer supplier's right or the right and obligations of contract to other third parties.
- 2.6 The Company agrees to fill the Vendor Data as the format requested by LITEON. If there is any change, the Company shall inform LITEON immediately.
- 2.7 If the Company has access to, use, or hold any LITEON or Trading Partner's property (including intellectual properties, trade secrets, confidential information), the Company agrees not to embezzlement, steal, misappropriate LITEON or Trading Partner's property, and will not to use such trade secrets, confidential information and other information for its own benefit or to disclose to any third party.
- 2.8 The Company shall not engage in any form of joint venture, joint operation, cooperation, internal and external collusion, profit sharing, or benefit transfer with LITEON Personnel, Trading Partner personnel, or its Related Party. The Company shall not solicit or induce any LITEON or Trading Partner employee to terminate his/her employment agreement, breach of duties, or conduct any other act harmful to the interests of LITEON or Trading Partner.

2.9 The Company agrees if its officer, agent, or the person participating or performing the contract with LITEON is the Related Party of LITEON or Trading Partner, the Company shall disclose such information to LITEON in advance (or the latest 3 days from the Company aware of such information). The Company shall also inform LITEON if there is any change during the period of the transaction.

**3. Liability for Breach**

3.1 In the event the Company breaches any clause of this Code of Conduct, in addition to the Company's civil and criminal liability under applicable laws and regulations, LITEON has rights to, in whole or in part, at LITEON's sole discretion and/or upon the request of Trading Partner, to terminate or cancel any contract and/or purchase order, stop any transaction, and/or cease to perform any obligations under any contact or agreement (including without limitation withholding any payment payable to the Company or stop taking delivery from Company without any liability). Company shall comply with the instruction of LITEON and/or Trading Partner, to cure its breach, eliminate/mitigate the damage incurred to LITEON and/or Trading Partner. In addition, LITEON may, upon its reasonable judgement and discretion, request the Company to pay all damage incurred to LITEON and/or Trading Partner (including without limitation any punitive damage imposed by Trading Partner). The Company shall pay such damage in full within ten (10) days from the receipt of LITEON's written notice. LITEON has the right to set off any damage against or recoup from the amounts due or to become due from the Company to LITEON.

3.2 LITEON may, at its sole discretion, submit the suspected case to judicial authority for investigation and handling in accordance with the law.

3.3 In the event the Company and/or its representative, or their Related Party breach any clause of this Code of Conduct, LITEON may announce or make it public the name and the misconduct of the Company and/or its representative, or their Related Party to public or media.

To LITE-ON Technology Corporation and its affiliates

Company:

by : \_\_\_\_\_

Name:

Title:

Date: