

中興保全科技股份有限公司

供應商廉潔承諾書

Taiwan SECOM

Supplier anti-corruption Commitment Letter.

中保科技集團(含中興保全科技股份有限公司及其子公司)(以下簡稱"中保科"),本著誠信經營以及與供應商互利原則,特訂本廉潔承諾書,以下立承諾書人(以下簡稱"立書人")為中興保全科技之交易對象,因交易廉潔對雙方利益攸關重大,立書人承諾遵守以下條款:

Taiwan SECOM Group (Taiwan Secom company Ltd. and its subsidiaries) (hereinafter referred to as "Taiwan SECOM Group"), based on the principles of integrity and mutual benefit with suppliers, hereby issues this anti-corruption commitment letter. The Signatory (hereinafter referred to as the "Signatory") is the counterparty of the transaction with Taiwan SECOM Group, and as transaction integrity is of significant importance to both parties, the Signatory hereby commits to abide by the following terms:"

1. 廉潔承諾 Anti-corruption Commitment

1.1 立書人承諾道德地、誠實地、正直地實施和履行其義務,絕不以不正當手段或不正当利益誘使中保科或其關係人接受違反誠信交易之一

切資料。立書人保證在交易期間不得以不正當利益誘使或默使中保科或其關係人同意將供應權或販售權利義務轉讓給第三方。

The Signatory commits to carry out and fulfill its obligations in a moral, honest, and upright manner, and will not use improper means or improper benefits to induce Taiwan SECOM Group or its related parties to accept any information that violates the principles of integrity in the transaction. The Signatory guarantees that it will not induce or persuade Taiwan SECOM or its related parties to agree to transfer supply or sales rights and obligations to third parties by means of improper benefits during the transaction.

1.2 立書人承諾如知悉中保科人員或其他交易對象有任何違反本承諾書約定之行為時，會立即向中保科檢舉並提供相關證據；如有需要，立書人願配合中保科之要求進行調查、訪談或訴訟。

The Signatory undertakes to immediately report to Taiwan SECOM Group and provide relevant evidence if it becomes aware of any violations of the commitments in this letter by Taiwan SECOM Group personnel or other transaction parties. If necessary, the Signatory is willing to cooperate with Taiwan SECOM Group's investigation, interview or litigation requests.

1.3 立書人承諾嚴格遵守中保科制定之所有對交易對象的廉潔管制管理相關規定，絕不向中保科員工或其關係人及(或)其指定人要求、期約、進行任何賄賂或給付其他不正當利益，或有直接或間接圖利中保科員工或其關係人及(或)其指定人之行為，否則願受一切之民刑事法律訴追，並放棄一切抗辯權。

The Signatory commits to strictly comply with all integrity control and management regulations established by Taiwan SECOM Group for transaction parties, and will not request, promise, offer any bribes or provide other improper benefits to Taiwan SECOM Group employees or their related parties and/or their designated persons, or engage in any behavior that directly or indirectly benefits Taiwan SECOM Group employees or their related parties and/or their designated persons. Otherwise, the Signatory is willing to accept all civil and criminal legal pursuits and waives all defense rights.

1.4 立書人承諾決不為自己或他人的利益，唆使或利誘中保科人員離職或違背職務。

The Undersigned commits not to instigate or induce Taiwan SECOM Group personnel to resign or violate their duties for their own or others' interests.

2. 訊息公開 Information Disclosure

立書人之本人或其代理人如為中保科關係人時，立書人應將事實揭露給中保科知悉。

The Signatory or its agent, if a related party of Taiwan SECOM Group shall disclose the facts to Taiwan SECOM Group.

3. 智慧財產權 Intellectual Property Rights

立書人承諾遵守智慧財產權的相關法律法規。

The Signatory promises to comply with the relevant laws and regulations on intellectual property rights.

4. 保密機制 Confidentiality Mechanism

立書人應保護客戶業務、技術等相關資訊，不得私自透漏給任何第三方，否則應負一切洩密之責任，並同意承擔中保科因此所致之一切損失。

The Signatory shall protect customer business, technology and other related information, and shall not disclose it to any third party without authorization. Otherwise, the Signatory shall bear all responsibilities for the disclosure and agree to assume all losses incurred by Taiwan Secom Group as a result.

5. 違約責任 Liability for Breach of Contract

5.1 立書人違反法律或本承諾書合約定時，中保科得立即停止、終止或解除與立書人間的交易關係，立書人並應賠償中保科因此所受損害。

If the Signatory breaches any laws or obligations specified in this commitment or agreement, Taiwan SECOM Group may immediately suspend, terminate, or rescind the transactional relationship with the Signatory, who shall also be liable to compensate the Taiwan SECOM Group for any damages incurred as a result.

5.2 因本承諾書所生之一切爭議，立書人同意以中華民國法律為準據法，並以台灣台北地方法院為第一審管轄法院。

All disputes arising from this commitment shall be governed by the laws of the Republic of China, and the Taipei District Court shall have the jurisdiction of first instance.

6 特別約定 Special Provisions

立書人同意本廉潔承諾書亦適用於立書人之關係企業，違反本承諾書之規定者，立書人應與其關係企業連帶負擔本承諾書所規定之賠償責任。

The Signatory agrees that this anti-corruption commitment shall also apply to any affiliated enterprises of the Signatory, and that in the event of any violation of this commitment, the Signatory and its affiliated enterprises shall jointly bear the compensation liability specified in this commitment.

7. 定義 Definitions

7.1”交易對象”指與中保科進行交易或合作之任何公司或任何營業型態之組織或個人，包含但不限於供應商、客戶、協力廠商、承包商或其他服務廠商、仲介機構、合作夥伴。

"Transactional Parties" refer to any company, organization, or individual engaged in transactions or cooperation with the Taiwan SECOM Group including but not limited to suppliers, customers, partners, contractors, or other service providers, intermediary agencies, or cooperative partners.

7.2”關係人”指中保科負責與立書人(交易對象)直接或間接接洽之相關人員及其配偶、父母、子女、兄弟姊妹及其他關係密切之親屬、朋友。

"Related Parties" refer to the Signatory's (transactional party's) related personnel who are in direct or indirect contact with the Taiwan SECOM, including spouses, parents, children, siblings, and other closely related relatives or friends.

7.3”不正當利益”包括但不限於回扣、佣金、利潤分成、股份(或暗股)或不當餽贈或招待。

"Undue Benefits" include but are not limited to kickbacks, commissions, profit sharing, stocks (or undisclosed shares), or inappropriate gifts or hospitality.