ASM Pacific Technology Ltd ("ASMPT")

Supplier Code of Conduct
供应商行为准则

ASMPT has a strong commitment to ethics and integrity, and all employees are expected to perform their jobs honestly, diligently and responsibly. Observing the laws in every country where we do business is the fundamental principle of ASMPT. This ASMPT Supplier Code of Conduct ("Supplier Code") establishes the standards for conducting business with ASMPT. We expect our business partners to share in our culture, values and business practices, and expect our business partners to act in a manner consistent with our Supplier Code.
ASMPT 对道德和诚信有坚定的承诺，并希望所有的员工都能诚实、勤奋和负责任地工作。
ASMPT 的基本原则是遵守我们有业务的每一个国家的法律。本《ASMPT 供应商行为准则》（以下称为"供应商准则"）确立了与 ASMPT 开展业务的标准。我们期望我们的业务合作伙伴能分享我们的文化、价值观和业务实践，并期待他们行事时能遵守我们的供应商准则。

"Supplier" means any individual, company, or other entity that provides, or seeks to provide, goods or services to ASMPT.
"供应商"指向 ASMPT 提供、或寻求提供商品或服务的任何个人、公司或其他机构。

Supplier is responsible for communicating the contents of this Supplier Code to its officers, directors, employees, agents, subcontractors and suppliers who are involved in the procurement and production process related to products and services provided to ASMPT.
供应商负责将本供应商准则的内容向其官员、董事、员工、代理商、分包商、以及向与 ASMPT 提供产品和服务流程有关的采购和生产厂家进行通报。

Legal Compliance
Supplier shall comply with all the laws and regulations of the places where it does business and relating to each subject matter below, including but not limited to the Foreign Corrupt Practices Act USA, the Bribery Act UK, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and the Modern Slavery Act UK. In addition, ASMPT aligns our practices to industry standards, including the Responsible Business Alliance Code of Conduct, and thus, we expect our suppliers as well as their suppliers to similarly align and promote such practices to its supply chain.
遵纪守法
供应商应完全遵守其经营所在国家/地区的法律、规范和法规，及遵守《美国海外反腐败法》、《英国反贿赂法》、《经济合作与发展组织关于在国际商业交易中打击贿赂外国公务员的协议》以及《英国现代奴役法案》。ASMPT 身为电子行业的一份子，积极支持《责任商业联盟》（Responsible Business Alliance）的行为准则。ASMPT 供应商，以及至少要求其下一级供应商认同并执行《责任商业联盟行为准则》。

Respect for Employees

Supplier shall promote equal opportunities for and treatment of its employees irrespective of his or her gender, race, colour, age, religion, sexual orientation, nationality or ethnicity, political affiliation, marital status, disabilities, and/or other aspects. Supplier shall respect the personal dignity, privacy and rights of each individual. There shall not be unacceptable treatment of employees in any form, such as harassment, violence, abuse or exploitation. Supplier shall provide fair remuneration and to guarantee the applicable national statutory minimum wage, and comply with the maximum number of working hours laid down in the applicable laws. Supplier shall recognise the right of free association of its employees in accordance with local labour laws.

尊重员工

供应商应平等对待员工，促进平等的机会，无论其性别、种族、肤色、年龄、宗教信念、性取向、国籍或种族、政治派别、婚姻状况、残疾等。供应商应尊重个人尊严、隐私和每个人的权利，并应拒绝雇佣违背其个人意愿的人工作。供应商不得以不可接受的方式对待员工，例如精神折磨、性骚扰或歧视，还禁止的行为包括强迫、威胁、侮辱、或剥削性的姿态、语言和身体接触。供应商应提供公平的报酬，并保证适用国家法定最低工资，并遵守适用法律规定的最高工作时间。供应商应承认其员工根据当地的《劳动法》有自由结社的权利。

Freely Chosen Employment

There shall be no forced, bonded (including debt bondage) or indentured labour, and all employment is freely chosen and voluntary. In compliance to the Modern Slavery Act 2015 UK, no slavery or human trafficking is allowed. Supplier's workers[1] are not required to surrender any government-issued identification, passports, or work permits as a condition of employment, unless such holdings are required by law. Workers shall not be required to pay employers' or agents' recruitment fees or other related fees for their employment beyond the regulatory or industry guidelines. If any such fees are found to have been paid by workers, such fees shall be repaid to the workers. As part of the hiring process, workers must be provided with a written employment agreement in their native language that contains a description of terms and conditions of employment prior to the worker departing from his or her country of origin and there shall be no substitution or change(s) allowed in the employment agreement upon arrival in the receiving country unless these changes are made to meet local law and provide equal or better terms.

自由择业

供应商不得雇佣被强迫、受束缚（包括债务束缚）或受契约约束的劳工。供应商应完全遵守《英国现代奴役法案》，不得有奴隶或贩卖人口。供应商不得扣留或以其他方式毁坏、隐藏、没收或拒绝劳工[2]获得他们的身份证或移民文档，如政府签发的身份证、护照或工作许可，除非法律要求保留此类证明。劳工无需为其受雇而向供应商或代理支付法律以外的招聘费或其他相关费用。如果发现劳工支付过任何上述费用，应将该费用返还给劳工。作为雇佣流程的一部分，在劳工离开原籍国之前，必须以劳工的母语向劳工提供书面雇佣协议，其中包括对雇佣条款和条件的说明。而且在劳工到达接收国后，除了为符合当地法律和提供同等或更好的条件而作出的变更外，不得改换或变更雇佣协议。

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[1] "Worker" under the Responsible Business Alliance refers to a foreign migrant worker who is recruited and moves legally from his or her home country to another country for the specific purpose of employment

[2] "劳工" 在《责任商业联盟》的定义，是指一名外国工人，从其本国被招募到另一个国家就业

Prohibition of Child Labour

Supplier shall not employ workers who are under the age of 15 or the minimum age requirement stipulated in local labour laws and regulations or under the age for completing compulsory education, whichever is lower. Workers under the age of 18 (Young Workers) shall not perform work that is likely to jeopardize their health or safety, including night shifts and overtime. Supplier shall ensure proper management of student workers through proper maintenance of student records, rigorous due diligence of educational partners, and protection of students' rights in accordance with applicable law and regulations. Supplier shall provide appropriate support and training to all student workers. In the absence of local law, the wage rate for student workers, interns and apprentices shall be at least the same wage rate as other entry-level workers performing equal or similar tasks.

禁用童工

供应商不得雇佣未满 15 岁或当地的《劳动法》和法规规定的最低年龄以下的人员，也不得招聘未完成义务教育年龄以下的人员。不满 18 岁的员工（未成年员工）不得从事可能危及其健康或安全的工作，包括夜班和加班。供应商应通过合理维护学生工记录、对提供学生工的教育合作伙伴进行严格的尽职调查，并根据法律法规保护学生工权利，以确保对其进行适当的管理。供应商应向所有学生工提供适当的支持和培训。如当地法律未作规定，学生工、实习工和学徒工的工资应至少达到履行同等或类似岗位的初级员工的工资水平。

Health and Safety of Employees

Supplier shall take responsibility for the health and safety of its employees. There must be measures in place to control physical and chemical hazards, accidents and occupational diseases, and a reasonable occupational health and safety management system. Reasonable steps are taken to remove pregnant women/nursing mothers from working condition with high hazards, remove or reduce any workplace health and safety risks to pregnant and nursing mothers. Its employees shall be trained and educated in health and safety issues.

员工的健康与安全

供应商应负责其员工的健康与安全。必须实施控制化学及物理等因素给员工带来的危险、事故和职业病的措施，以及一个合理的职业健康和安全管理的体制。此外，还必须采取适当的措施，避免让孕妇/哺乳期妇女接触高危工作环境，消除或降低工作场所带给孕妇/哺乳期妇女健康与安全方面的风险。员工应获得关于健康和安全问题的培训和教育。

Fair Dealing and Competition Laws

Supplier shall not engage in collusive bidding, price fixing, dividing territories, allocating customers, price discrimination or other unfair trade practices in violation of applicable antitrust or competition laws. Supplier shall uphold fair business standards in advertising, sales and competition.

公平交易和竞争法律

供应商不得从事串通围标、价格垄断、划分势力范围、分配顾客、价格歧视、或违反适用的反垄断或反竞争法律的其他不公平的交易行为。供应商应在广告、销售和竞争中维护公平的业务标准。

Prohibition of Corruption and Bribery

Supplier shall comply with all applicable anti-corruption laws and regulations of the countries in which it operates, including the Foreign Corrupt Practices Act USA, the UK Bribery Act, the OECD Anti-Bribery Convention and any international anti-corruption conventions. Supplier shall not offer

or accept bribes or employ other means to obtain an undue or improper advantage. Bribes, kickbacks, facilitating payments and similar payments to government officials, private individuals or companies, ASMPT's employees or agents acting on ASMPT's behalf are prohibited. ASMPT has zero tolerance for violations.

禁止腐败和贿赂

供应商应遵守其运营的国家中所有适用的反腐败法律和法规，包括《美国反海外腐败法》、《英国反贿赂法》、《经合组织反贿赂公约》和任何国际反腐败公约。供应商不得行贿或受贿，或采用其他手段获取不正当的好处。禁止向政府官员、个人或公司、ASMPT 的员工、或代表 ASMPT 行事的代理商提供贿赂、回扣、疏通费和类似的付款。ASMPT 绝不容忍此项违法。

Anti-money Laundering

Supplier shall abide by applicable anti-money laundering laws and shall not facilitate money laundering. Supplier shall conduct business with reputable suppliers, consultants and business partners involved in lawful business activities and whose funds are derived from legitimate sources.

反洗钱

供应商应遵守适用的反洗钱法律，不得帮助洗钱。供应商应同声誉良好并从事合法业务活动、且资金来源合法的厂家、咨询师和业务合作伙伴开展业务。

Trade Compliance

Supplier shall comply with all applicable import and export controls, and customs laws and regulations in the countries where it does business. Supplier shall abide by all applicable economic sanctions that its country adopts including embargoed or sanctioned countries, and controlled products.

贸易合规

供应商应遵守其开展业务的国家所有适用的进出口管制和海关法律法规。供应商应遵守其开展业务的国家所有适用的经济制裁，包括禁运或受制裁的国家和受限制的产品。

Conflicts of Interest

Supplier must recognize and avoid conflicts of interest, or even the appearance of a conflict of interest. It is the responsibility of the Supplier to inform ASMPT of any conflict of interest it could possibly have in connection with the execution of its business dealings with ASMPT. Having a conflict of interest is not necessarily a violation of the Supplier Code, but failure to disclose it always is.

利益冲突

供应商必须承认并避免利益冲突，甚至包括承认并避免利益冲突的出现。供应商有责任告知 ASMPT 任何可能发生的、与其执行与 ASMPT 的业务有关的利益冲突。利益冲突未必违反供应商准则，但如果未能披露利益冲突则构成违反。

Protection of Intellectual Property

Supplier must respect intellectual property rights, including patents, trademarks, copyrights and process designs, and safeguard ASMPT's confidential and proprietary information. Any transfer or sharing of technology or know-how must be done in a manner that protects intellectual property rights and is in compliance with local and international laws concerning data privacy and security. Any violations are viewed seriously, and ASMPT has zero tolerance for violation.

保护知识产权

供应商必须尊重知识产权，包括专利、商标、著作权和工艺流程设计，并保护 ASMPT 的保密和专有信息。供应商转让或分享任何技术或实际知识必须以保护知识产权、并遵守关于数据保密和安全的当地和国际法律的方式进行。ASMPT 非常注重保护知识产权，对此采取零容忍政策。

Data Privacy and Security

Supplier shall comply with all local Personal Data Protection laws concerning data security and privacy, and shall protect and safeguard data provided by ASMPT, which may include private and sensitive information. Any transfer or sharing of data must be done in a manner that protects such information from inadvertent or unauthorized disclosure and any disclosure must be in compliance with local and international laws.

数据保密和安全

供应商应遵守与隐私和信息安全有关的法律和法规的要求，并应保护和保卫 ASMPT 提供的数据，其中可能包括私人和敏感的信息。供应商转让或分享任何数据必须以保护该数据不会因疏忽或未经授权而被披露的方式进行，且任何披露必须遵守当地和国际的法律。

Environmental protection

Supplier shall act and obtain all necessary permits in accordance with the applicable statutory and international standards regarding environmental protection, which include but are not limited to pollution, air emission, hazardous substances and waste disposal. There shall be controls in place to minimize environmental pollution and make continuous improvements in environmental protection.

环境保护

供应商应根据适用的、关于环境保护的法定和国际标准申请并获取所有必要的许可证，包括但不限于关于污染、大气排放、有害物质和废物处理方面的标准。供应商应实施控制，以使环境污染降至最低，并不断改善环境保护工作。

Responsible Sourcing of Minerals

Supplier shall exercise due diligence to ensure that the tantalum, tin, tungsten, gold (3TG) and cobalt in the products it manufactures or supplies to ASMPT are not directly or indirectly sourced from restricted or embargoed countries, as laid out in the Responsible Business Alliance's Responsible Minerals Initiative regarding responsible sourcing. Suppliers shall make its due diligence measures available to ASMPT upon request. It is the Supplier's responsibility to communicate to its suppliers and its suppliers' suppliers regarding such responsible sourcing of minerals, to ensure the entire supply chain is compliant with the sourcing of 3TG and cobalt.

负责任的矿物采购

供应商应恪尽职责，确保其生产或向 ASMPT 供应的产品中的钽、锡、钨、金（3TG）和钴不直接或间接从限制或禁运的国家采购，正如《责任商业联盟》（Responsible Business Alliance）关于负责任的采购所阐述的。供应商有责任将此规范向其厂家、以及后者的厂家进行通报，以确保整个供应链遵守关于 3TG 和钴矿物采购采购的规定。

Monitoring and Record Keeping

Supplier must maintain all documentation necessary to demonstrate its compliance with this Supplier Code and provide ASMPT with access to those documents in relation to Responsible

Business Alliance assessment standards upon ASMPT's request for review. Supplier is solely responsible for compliance with this Supplier Code by its officers, directors, managers, employees, representatives and agents.

监控和记录保存

供应商必须保存显示其遵守本供应商准则所必需的所有文件资料，并在 ASMPT 要求审核时，向 ASMPT 提供《责任商业联盟行为准则》所需文件资料。供应商应独自负责其官员、董事、经理、员工、代表和代理商遵守本供应商准则。

Violation of this Supplier Code

If a Supplier violates any of the requirements contained in this Supplier Code, ASMPT may immediately terminate its supply relationship with that Supplier. Violations of this Supplier Code should be reported in confidence to the Whistleblower Hotline fraud@asmpt.com, or mail to:

Chairman of ASMPT Board	**Chairman of ASMPT Audit Committee**
ASM Pacific Technology Ltd	ASM Pacific Technology Limited
19/F, Gateway ts	Room 1104, Crawford House
8 Cheung Fai Road, Tsing Yi	70 Queen's Road Central
New Territories, Hong Kong	Central, Hong Kong

违反本供应商准则

如果供应商违反本供应商准则中包含的任何规定，那么 ASMPT 可立即终止其与供应商的供应关系。违反本准则的行为应被秘密举报给举报热线 fraud@asmpt.com，或发邮件至：

ASMPT 董事会主席	**ASMPT 审计委员会主席**
ASM Pacific Technology Ltd	ASM Pacific Technology Limited
香港新界青衣长辉路 8 号	香港中环皇后大道中 70 号
桥汇 19 楼	卡佛大厦 1104 室

If there is any inconsistency or ambiguity between the English version and the Chinese version, the English version shall prevail.
如中、英文两个版本有任何抵触或不相符之处，应以英文版本为准

ASMPT Supplier Code of Conduct version 2019
ASMPT 供应商行为准则，2019 年版本

Declaration of Acceptance of the ASMPT Supplier Code of Conduct
接受《ASMPT 供应商行为准则》的声明

By signing below, we acknowledge that we have thoroughly read the **ASMPT Supplier Code of Conduct**.
通过在以下签名，我们承认：我们已经完全阅读了《ASMPT 供应商行为准则》。

Furthermore, we acknowledge that we understand and agree to comply with the requirements specified within the **ASMPT Supplier Code of Conduct**.
进而，我们承认：我们理解并同意遵守《ASMPT 供应商行为准则》的规定。

Company Name:
公司名称：

Name of Person:
个人名称：

Title:
职位：

Date:
日期

_____   _____
Signature / 签名   Company Seal / 公司公章

This "Declaration of Acceptance of the ASMPT Supplier Code of Conduct" must be signed by an authorized representative of the company and returned to ASMPT.
本《ASMPT 供应商行为准则》的声明必须由公司的授权代表签名，并盖章后归还 ASMPT。