

## **ASMPT Limited (“ASMPT”) Supplier Code of Conduct 供应商行为准则**

### **Purpose of the Supplier Code**

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 and legal requirements in every country where we do business is a fundamental principle of ASMPT. This ASMPT Supplier Code of Conduct (“Supplier Code”) establishes the standards for conducting business with ASMPT.

### **供应商准则的目的**

ASMPT 致力维护道德和诚信标准，期望员工能诚实工作，勤勉和负责任。集团的原则是在各个国家开展业务时都遵守其法律法规制度。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。

### **Applicability of the Supplier Code**

“Supplier” means any individual, company, or other entity that provides, or seeks to provide, goods or services to ASMPT.

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. We expect our business partners to share in our culture, values and business practices, and expect them to act in a manner consistent with our Supplier Code.

### **供应商准则的适用范围**

“供应商”是指向 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。

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。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，并期待其行事时能遵守我们的供应商准则。

### **Expectations of Suppliers**

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.

### **对供应商的期望**

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》。

另外，ASMPT 积极遵守行业标准，包括《责任商业联盟行为准则》。我们期望我们的供应商以及其下级供应商在供应链中同样认同并执行《责任商业联盟行为准则》。

### **Respect for Employees**

Supplier shall ensure that its employees are treated with respect. Supplier shall follow all applicable labour and legal laws and regulations wherever it conducts its business. In addition, Supplier shall align its practices with industry standards, including the Responsible Business Alliance Code of Conduct, to uphold the human rights of its employees.

#### **尊重员工**

供应商应确保其员工受到尊重。供应商应遵守其开展业务所在地所有适用的劳动法律法规。此外，供应商应使其做法符合行业标准，包括《责任商业联盟行为准则》，以维护其员工的人权。

### **Non-Discrimination and Non-Harassment**

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, pregnancy, marital status, disability, veteran status, and/or other characteristic protected under applicable law. There shall not be unacceptable treatment of employees in any form, such as harassment, violence, abuse or exploitation.

#### **防止歧视和骚扰**

供应商应促进员工机会平等和得到公平对待，而不会因其性别、种族、肤色、年龄、宗教、性取向、国籍或种族、政治派别、怀孕、婚姻状况、残疾、服役状况、和/或其他特征而受到任何歧视。供应商不得以任何不可接受的方式对待员工，如骚扰、暴力、虐待或剥削。

### **Freely Chosen Employment**

There shall be no forced labour in any form, including but not limited to, bonded (including debt bondage) or indentured labour, and all employment is freely chosen and voluntary. In compliance with the Modern Slavery Act 2015 UK, no slavery or human trafficking is permitted.

Supplier's workers<sup>1</sup> 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, or in a language the worker can understand 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.

---

<sup>1</sup> "Worker" 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.

## 自由择业

供应商不得存在任何形式的强迫劳动，包括但不限于受束缚（包括债务束缚）或受契约约束的劳工。所有的雇佣关系均应经自由选择 and 自愿达成。供应商应遵守《英国现代奴役法案》，禁止奴隶制或贩卖人口。

供应商所聘请的劳工<sup>2</sup>不需交出任何政府签发的身份证、护照或就业证作为雇佣条件，除非法律规定。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，必须以劳工的母语或其能理解的语言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做出的变更外，不得改换或变更雇佣协议。

## Prohibition of Child Labour

Supplier shall not employ anyone who are under the minimum age requirement stipulated in local labour laws and regulations or under the age for completing compulsory education. Employees 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

供应商不得雇佣当地的劳动法律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。

## Wages and Benefits

Supplier shall provide fair remuneration and to guarantee the applicable national statutory minimum wage.

## 薪资和福利

供应商应提供公平的薪酬和遵循所适用的法定最低工资标准。

---

<sup>2</sup> “劳工”是指从其本国被招募到另一个国家就业的外籍工人。

### **Working Hours**

Supplier shall comply with the maximum number of working hours laid down in the applicable laws.

#### **工作时间**

供应商应遵循所适用的法律中规定的最长工作时间。

### **Freedom of Association**

Supplier shall recognise the right of freedom of association of its employees in accordance with local laws.

#### **结社自由**

供应商应认可员工根据当地的劳动法律结社自由的权利。

### **Health and Safety**

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 shall be taken to remove pregnant women/nursing mothers from working conditions with high hazards, and to 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.

#### **健康和安全**

供应商应负责其员工的健康与安全，并实施措施以控制化学及物理等因素给员工带来的危险、事故和职业疾病，以及一个合理的职业健康和安全的管理体制。

供应商应采取适当的措施，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教育问题的培训和教育。

### **Human Rights of Use of Security Forces**

In the event of use of private or public security forces, Supplier shall ensure that the human rights of employees and other rights holders are respected, and there shall be no use of unlawful physical violence or psychological harm.

#### **使用安保时的人权保障**

在使用私人或公共安保力量的情况下，供应商应确保员工和他人的人权得到尊重，不得使用非法的肢体暴力或心理伤害。

### **Emergency Preparedness**

Supplier shall identify and assess potential emergency situations and events, and their impact minimized by implementing emergency plans and response procedures. Supplier shall follow these plans and procedures which include effective measures such as emergency reporting, employee notifications and evacuation procedures, emergency drills and recovery plans.

## **应急准备**

供应商应识别并评估潜在的紧急情况和事件，通过实施应急计划和应变流程以确保其负面影响降至最低。有效措施包括紧急报告、通知员工疏散程序、紧急疏散演习和复原计划。

## **Occupational Injury and Illness**

Supplier shall establish procedures and systems to prevent, manage, track and report occupational injury and illness. Its workers shall be encouraged to report, classify and record injury and illness cases and all cases are to be investigated and corrective measures are to be implemented to eliminate the causes, necessary medical treatment are to be provided and facilitate the return of its workers to work.

Supplier shall allow its workers to remove themselves from imminent harm, and not return until the situation is mitigated, without fear of retaliation.

## **职业伤害和疾病保障**

供应商应制定预防、管理、追踪和报告职业伤害和疾病的程序和体系，鼓励员工汇报、分类和记录受伤和疾病情况，调查受伤和疾病案件，并采取改进措施以消除类似情况，同时提供必要的医疗并协助员工重返工作岗位。

供应商应保障员工远离迫在眉睫的伤害，在情况得到缓解之前可以不返回岗位，而无需担心遭到报复。

## **Physically Demanding Work**

Supplier shall identify, evaluate and control its employees' exposure to hazards of physically demanding tasks, including manual handling, heavy or repetitive lifting, prolonged standing, and highly repetitive or forceful assembly tasks.

## **高强度体力工作**

供应商应鉴别、评估并控制高强度体力工作给员工带来的影响和危害，包括搬运材料、提举重物、长时间站立和高度重复或强力的装配任务。

## **Sanitation and Hygiene**

Supplier shall strive to maintain a high level of hygiene in the workplace through practices like regular office cleaning, daily cleaning of public/common areas and provision of clean drinking water.

## **清洁和卫生**

供应商应通过定期办公室清洁，打扫公共区域和提供干净的饮用水等措施维持良好的卫生水平。

## **Fair Competition and Anti-Trust 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 anti-trust or competition laws.

Supplier shall uphold fair business standards in advertising, sales and competition.

**公平竞争和反垄断**

供应商不得从事串通围标、合谋定价、瓜分市场、客户分配、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。

**Anti-Corruption**

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 Convention on Combating Bribery of Foreign Public Officials in International Business Transactions 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 a zero-tolerance policy towards any and all forms of bribery, corruption, extortion and embezzlement.

**防止贪腐**

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》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 对任何和所有形式的贿赂、腐败、勒索和挪用公款都采取零容忍政策。

**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。

**Conflict of Interest**

Supplier shall identify and avoid conflict of interest, or any situation that may be perceived as a conflict of interest. It is the responsibility of the Supplier to notify ASMPT of any conflict of interest it could possibly have in connection with the execution of its business dealings with ASMPT. ASMPT may then take appropriate actions to resolve the conflict of interest with the Supplier.

**利益冲突**

供应商必须识别和避免利益冲突，或是任何可能被视为利益冲突的情况。供应商有责任将其与 ASMPT 的业务往来中可能存在的任何利益冲突通知 ASMPT。此后，ASMPT 可以采取适当的措施来解决与供应商的利益冲突。



**Monitoring and Record Keeping**

Supplier shall 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**

供应商必须保存证明其遵守本供应商准则所必需的所有文件资料，并在 ASMPT 要求审核有关《责任商业联盟行为准则》的评估标准时，向 ASMPT 提供所需文件资料。供应商应全权负责其工作人员、董事、经理、员工、代表和代理商遵守本供应商准则。

**Protection of Intellectual Property**

Supplier shall 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 does not tolerate any 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。任何违反行为都将被严肃处理，ASMPT 不容忍任何违反行为。

**Data Protection, Data Privacy and Data 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.

**数据保护、保密和安全**

供应商应遵守信息安全与隐私相关法律和法规的要求，并应保护和保卫 ASMPT 提供的数据，其中可能包括个人和敏感的信息。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 Sustainability**

Supplier shall identify the environmental impacts and minimize adverse effects on the community, environment, and natural resources, while safeguarding the health and safety of the public in accordance with the applicable statutory and international standards regarding environmental protection, which include but are not limited to obtaining environmental permits, preventing pollution, monitoring air emission, hazardous substances and waste disposal. There shall be controls in place to minimize environmental pollution and make continuous improvements in environmental protection.

**提倡环境可持续发展**

供应商应识别对环境的影响，并尽量减少对社区、环境和自然资源的不利影响，同时根据其适用的、关于环境保护的法定和国际标准，包括但不限于获取环境许可证、防止污染、监测废气排放、有害物质和废物处理，保障公众的健康和安全。供应商应实施有效措施，以使环境污染降至最低，并不断改善环境保护工作。

**Land Rights**

Supplier shall respect prevailing land rights and prohibit any unlawful eviction or deprivation of land, forests and waters, the use of which secures the livelihood of one or more persons, in particular during acquisition or construction activities.

**土地权利**

供应商应尊重现有的土地权利，禁止非法驱逐或剥夺一个或多人赖以生存的土地、森林和水域，尤其是在收购或建设活动时。

**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）和钴不是直接或间接从限制或禁运的国家采购，正如《责任商业联盟》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，以确保整个供应链符合关于 3TG 和钴矿物采购的规定。

**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。

**Violation of this Supplier Code**

Any violations of this Supplier Code may be reported through the ASMPT Whistleblowing Policy Website: <https://www.asmpt.com/en/company/corporate-governance/whistleblowing-policy/> and use the available channel(s) for your region. All reports received shall be handled in a reasonably timely fashion and with a high degree of confidentiality.



**违反准则的行为**

就任何违反本供应商准则的行为，可访问以下 ASMPT 检举政策网址并通过所在地区的检举渠道进行检举：<https://www.asmpt.com/en/company/corporate-governance/whistleblowing-policy/>。所有收到的检举都将及时处理并高度保密。

**Consequences of Code Violations**

ASMPT reserves the right to suspend or terminate its business relationship with Suppliers which violate any provisions of the Code, including but not limited to the cancellation of pending purchase orders, unless violations are satisfactorily rectified and compliance with the Code can be assured.

ASMPT may further seek all applicable remedies in respect of any damages incurred by it as a result of Supplier's violation of the Code.

**违反准则之处理**

如果供应商违反本供应商准则中的任何规定，那么 ASMPT 可暂停或终止其与供应商的合作，包括但不限于取消未决订单，除非该违反行为得到满意纠正且供应商保证遵守该供应商准则。

对于因供应商违反本准则而造成的任何损害，ASMPT 可进一步寻求所有适用的救济措施。

**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，我们承诺：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，我们承诺：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。