

供应商 RBA 承诺书

Supplier Commitment for RBA

本公司身为健鼎科技股份有限公司或其关系企业包括但不限于Tripod Overseas Co., Ltd、健鼎（无锡）电子有限公司、健鼎（湖北）电子有限公司（下称“健鼎各公司”）之供应商的一员，承诺所有企业活动均在国家和当地法律法规的框架内进行，公平竞争，诚信交易，严格遵守商业道德，积极履行社会责任。并郑重承诺符合RBA相关的行为标准及要求（具体详见附件），并承担违反之责任。

本承诺书自签署或溯及自双方交易开始时生效(以在前之时间为准)，非经健鼎各公司之事前书面同意，本承诺书不得终止、解除或变更。

We as one of Tripod Technology Corporation or its affiliates, including but not limited to Tripod Overseas Co., Ltd. Tripod (Wuxi) Electronic Co., Ltd. Tripod (Hubei) Electronic Co., Ltd (hereinafter referred to as "Tripod") suppliers promises that all the company's activities are conducted in accordance with applicable national and local laws, and shall compete fairly, trade trustly, comply with business ethics strictly, and execute social accountability positively. Specifically, we will adhere to the following standards of RBA.

This Commitment is effective from the signature date or from the date the parties proceed with a transaction, whichever is earlier. Without Tripod's prior written consent, this Commitment cannot be terminated, canceled, or amended.

致 健鼎各公司

立承诺书人(Company Name) : _____

代表人(Representative) : _____

日期(Date) : _____

A. 劳工方面 Labor

A.1 禁止强迫劳动 Prohibition of Forced Labor

供应商承诺禁止雇佣被强迫、受束缚（包括债务束缚）或受契约约束的劳工、非自愿或剥削性质的狱中劳工、奴隶或贩卖人口。这包括不得以威胁、暴力、胁迫、诱拐或劳工及服务欺诈等手段运输、窝藏、招聘、转移或接收人员。

Supplier promises forced, bonded (including debt bondage) or indentured labor, involuntary or exploitative prison labor, slavery or trafficking of persons shall not be used. This includes transporting, harboring, recruiting, transferring or receiving persons by means of threat, force, coercion, abduction or fraud for labor or services.

供应商承诺对于员工在工厂内的行动自由及进出公司提供的场所，不设立不合理的限制。

Supplier promises there shall be no unreasonable restrictions on workers' freedom of movement in the facility in addition to unreasonable restrictions on entering or exiting company-provided facilities.

供应商承诺作为雇佣流程的一部分，在员工离开原籍国之前，必须以员工的母语向员工提供书面雇佣协议，其中包括对雇佣条款和条件的说明。而且在员工到达接收国后，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。

Supplier promises 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.

供应商承诺所有的工作都是自愿的，工人有随时离开工作岗位的自由，或者在给予合理通知的情况下终止雇佣关系而不受处罚，并应在工人合同中明确规定。供应商应保存所有离职工人的文件。

Supplier promises all work shall be voluntary, and workers shall be free to leave work at any time or terminate their employment without penalty if reasonable notice is given, which shall be clearly stated in workers' contracts. Supplier promises shall maintain documentation on all leaving workers.

供应商承诺不扣留或以其它方式毁坏、隐藏、没收或拒绝雇员取用他们的身份证或出入境证件，如政府颁发的身份证明、护照或工作许可证，除非法律要求雇主持有其雇员的工作许可证。

Supplier promises employers and agents may not hold or otherwise destroy, conceal, confiscate or deny access by employees to employees' identity or immigration documents, such as government-issued identification, passports or work permits, unless the holding of work permits is required by law.

供应商承诺不要求劳工为其受雇而向雇主或代理支付招聘费或其它相关费用。如果发现劳工支付过任何此类费用，应将费用退还劳工。

Supplier promises workers shall not be required to pay employers' or agents' recruitment fees or other related fees for their employment. If any such fees are found to have been paid by workers, such fees shall be repaid to the worker.

A.2 未成年工 Young Workers

供应商承诺不得在任何制造工序中使用童工。未成年工不得从事可能会危及健康或安全的工作，包括夜班工作或加班。供应商应当具有相关程序和文件，以确保一旦发现公司使用童工，应有相应地拯救措施。

Supplier promises child labor is not to be used in any stage of manufacturing. Young Workers shall not perform work that is likely to jeopardize their health or safety, including night shifts and overtime. Supplier shall have relevant

procedures and documents to ensure corresponding rescue measures when child labors are found.

供应商承诺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，并且所有学生工提供适当的支持和培训。

Supplier promises to 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 and provide appropriate support and training to all student workers.

供应商承诺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。

Supplier promises 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.

A.3 工时 Working Hours

一周的工作时间不应超过当地法律规定的最大限度。此外，每周的工作时数不应超过 60 小时(包括加班)，紧急或特殊情况除外。每周七天应当允许劳工至少休息一天。

Workweeks are not to exceed the maximum set by local law. Further, a workweek should not be more than 60 hours per week, including overtime, except in emergency or unusual situations. Workers shall be allowed at least one day off every seven days.

A.4 工资和福利 Wages and Benefits

支付给劳工的工资应当符合所有相关的薪酬法令，包括有关最低工资、超时加班和法定福利的法令。所有工人同工同酬，享有同等资格。根据当地法律的规例，劳工的加班工资应高于常规时薪水平。禁止以扣除工资作为纪律处分的手段。在每个支薪周期，应及时为劳工提供简明的工资单据，内含充足的数据证实支付给劳工的薪酬准确无误。必须按照当地法律聘用临时工、派遣员和外包员工。

Compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. All workers shall receive equal pay for equal work and qualification. In compliance with local laws, workers shall be compensated for overtime at pay rates greater than regular hourly rates. Deductions from wages as a disciplinary measure shall not be permitted. For each pay period, workers shall be provided with a timely and understandable wage statement that includes sufficient information to verify accurate compensation for work performed. All use of temporary, dispatch and outsourced labor will be within the limits of the local law.

A.5 不歧视/不骚扰 Non-Discrimination/Non-Harassment/Humane Treatment

供应商应承诺工作场所不受骚扰和非法歧视。不得有严厉或不人道的待遇，包括暴力、基于性别的暴力、性骚扰、性虐待、体罚、精神或身体胁迫、欺凌、公开羞辱或口头虐待工人;也不存在任何此类待遇的威胁。

Supplier shall commit to a workplace free of harassment and unlawful discrimination. There shall be no harsh or inhumane treatment including violence,gender-based violence, sexual harassment, sexual abuse, corporal punishment, mental or physical coercion, bullying, public shaming, or verbal abuse of workers; nor is there to be the threat of any such treatment.

供应商对于人员的招募、任用、叙薪、晋升、奖励和接受教育训练的资格以及其它涉及员工权利福祉之事项，因工作性质本身之特殊条件，以及保护劳工之合理考量之外，绝不因人种、肤色、年龄、性别、性倾向、性别认同及表达、种族或国籍、残疾、怀孕、信仰、政治立场、工会成员身份、退伍军人身份、受保护的基因信息或婚姻状况等因素而给予不同的待遇。应清楚制定支持这些要求的纪律政策和规程，并传达给员工。应为

员工的宗教活动和身心障碍情况提供合理便利。

Supplier shall not engage in discrimination based on race, color, age, gender, sexual orientation, gender identity and expression, ethnicity or national origin, disability, pregnancy, religion, political affiliation, union membership, covered veteran status, protected genetic information or marital status in hiring and employment practices such as wages, promotions, rewards, and access to training, unless take the special conditions of working environment and/or other reasonable discretion for employee protection into account. Disciplinary policies and procedures in support of these requirements shall be clearly defined and communicated to workers. Workers shall be provided with reasonable accommodation for religious practices and disability.

供应商承诺不得让员工或准员工接受带有歧视性的医学检验或身体检查。

Supplier promises workers or potential workers should not be subjected to medical tests or physical exams that could be used in a discriminatory way.

A.6 结社自由与集体谈判 Freedom of Association and Collective Bargaining

员工和/或他们的代表应当能够在不用担心歧视、报复、威胁或骚扰的情况下，公开地就工作条件和管理方法与管理层沟通以及分享其想法和忧虑。

Workers and/or their representatives shall be able to openly communicate and share ideas and concerns with management regarding working conditions and management practices without fear of discrimination, reprisal, intimidation or harassment.

供应商应尊重所有员工自愿组建和加入工会、进行集体谈判与和平集会以及拒绝参加此等活动的权利。如果结社自由和集体谈判的权利受到适用法律和法规的限制，则应允许员工选举和加入其他合法形式的员工代表组织。

Supplier shall respect the right of all workers to form and join trade unions of their own choosing, to bargain collectively, and to engage in peaceful assembly as well as respect the right of workers to refrain from such activities. Where the right of freedom of association and collective bargaining is restricted by applicable laws and regulations, workers shall be allowed to elect and join alternate lawful forms of worker representations.

B. 健康安全方面 Health and Safety

B.1 职业健康与安全 Occupational Health and Safety

应使用控制措施等级识别、评估和减少员工可能遇到的潜在健康与安全危险（化学、电气和其他能源、火灾、车辆及坠落危险等）。如果通过上述方式无法有效地控制危险，应为员工提供适当的、保养良好的个人防护用品以及关于上述危险可能导致的风险的教育资料。

Worker potential for exposure to health and safety hazards (chemical, electrical and other energy sources, fire, vehicles, and fall hazards, etc.) shall be identified and assessed, mitigated using the Hierarchy of Controls. Where hazards cannot be adequately controlled by these means, workers shall be provided with appropriate, well-maintained, personal protective equipment, and educational materials about risks to them associated with these hazards.

应采取促进两性平等的措施，如避免让孕妇和哺乳期女性在可能对其自身或其子女有害的工作环境下工作，并为哺乳期女性提供合理的便利条件。

Gender-responsive measures shall be taken, such as not having pregnant women and nursing mothers in working

conditions, which could be hazardous to them or their child and to provide reasonable accommodations for nursing mothers.

B.2 应急准备 Emergency Preparedness

应识别和评估潜在的紧急情况与事件，并通过实施应急预案和响应规程（包括应急报告、员工通知和疏散规程、员工培训和演练）将其影响降至最低。

Potential emergency situations and events shall be identified and assessed, and their impact minimized by implementing emergency plans and response procedures including emergency reporting, employee notification and evacuation procedures, worker training, and drills.

紧急演练应至少每年进行一次，或按照当地法律的规定（以较严格的为准）进行。应急预案还应包括适当的火灾探测和灭火设备、畅通无阻的出口、充足的出口设施、应急人员的联系信息和恢复计划。此类预案和规程应侧重于最大限度地减少对生命、环境和财产的损害。

Emergency drills shall be executed at least annually or as required by local law, whichever is more stringent. Emergency plans shall also include appropriate fire detection and suppression equipment, clear and unobstructed egress, adequate exit facilities, contact information for emergency responders, and recovery plans. Such plans and procedures shall focus on minimizing harm to life, the environment, and property.

B.3 工伤和疾病 Occupational Injury and Illness

应当制定程序和体系来预防、管理、追踪和报告工伤和职业病，包括以下规定：鼓励员工报告；归类 and 记录工伤和职业病案例；提供必要的治疗；调查案例并执行纠正措施以杜绝类似情况；协助员工返回工作岗位。

Procedures and systems are to be in place to prevent, manage, track and report occupational injury and illness including provisions to: encourage worker reporting; classify and record injury and illness cases; provide necessary medical treatment; investigate cases and implement corrective actions to eliminate their causes; and facilitate return of workers to work.

B.4 工业卫生 Industrial Hygiene

应根据控制措施等级，识别、评估并控制化学、生物及物理等因素给员工带来的危险。当无法充分控制危险时，应为员工免费配备并让其使用适当的、保养良好的个人防护用品。供应商应为员工提供安全健康的工作环境，并通过持续对员工的健康状况和工作环境进行系统监测来维护这一环境。供应商应提供职业健康监测，定期评估员工是否因职业暴露而健康受损。职业健康保护计划应持续开展，并应包含与员工在工作场所面临的危险有关的风险教育材料。

Worker exposure to chemical, biological, and physical agents shall be identified, evaluated, and controlled according to the Hierarchy of Controls. When hazards cannot be adequately controlled, workers shall be provided with and use appropriate, well-maintained, personal protective equipment free of charge. Supplier shall provide workers with safe and healthy working environments, which shall be maintained through ongoing, systematic monitoring of workers' health and working environments. Supplier shall provide occupational health monitoring to routinely evaluate if workers' health is being harmed from occupational exposures. Protective occupational health programs shall be ongoing and include educational materials about the risks associated with exposure to workplace hazards.

B.5 强体力型工作 Physically Demanding Work

应当识别、评估并控制从事体力劳动工作给员工带来的影响，包括以人力搬运物料或重复提举重物、长时

间站立和高度重复性或高强度的组装工作。

Worker exposure to the hazards of physically demanding tasks, including manual material handling and heavy or repetitive lifting, prolonged standing and highly repetitive or forceful assembly tasks is to be identified, evaluated and controlled.

B.6 机械安全防护 Machine Safeguarding

应当评估生产设备或其它类型机器的安全隐患。为预防机器对职工可能造成的伤害，应当提供和正确地维护物理防护装置、连锁装置以及屏障。

Production and other machinery shall be evaluated for safety hazards. Physical guards, interlocks and barriers are to be provided and properly maintained where machinery presents an injury hazard to workers.

B.7 公共卫生、饮食和住宿 Sanitation, Food, and Housing

应当为员工提供干净的洗手间设施、清洁的饮用水、以及卫生的煮食用具、食物储存设施和餐具。供应商或劳工中介人提供的员工宿舍应当保持干净、安全，并提供适当的紧急出口、洗浴热水、充足的供暖和通风设备、用于存放个人和贵重物品的独立安全柜以及适当且出入方便的私人空间。

Workers are to be provided with ready access to clean toilet facilities, potable water and sanitary food preparation, storage, and eating facilities. Worker dormitories provided by the supplier or a labor agent are to be maintained to be clean and safe, and provided with appropriate emergency egress, hot water for bathing and showering, adequate heat and ventilation, individually secured accommodations for storing personal and valuable items and reasonable personal space along with reasonable entry and exit privileges.

B.8 健康与安全沟通 Health and Safety Communication

供应商应为员工提供工作场所的健康与安全信息，并为员工提供以员工母语或员工可以理解的语言进行的培训，使其正确认知其所接触的工作场所危险标识语，包括但不限于机械、电器、化学、火灾和物理性危害。应在工厂清楚地张贴健康与安全的相关信息，或在员工能看到的显眼位置发布此信息。应在工作开始之前为员工提供岗前培训并在工作后定期对员工进行培训。应鼓励员工提出安全问题，而无需担心遭到报复。

Supplier shall provide workers with appropriate workplace health and safety information and training in the language of the worker or in a language the worker can understand for all identified workplace hazards that workers are exposed to, including but not limited to mechanical, electrical, chemical, fire, and physical hazards.. Health and safety related information shall be clearly posted in the facility or placed in a location identifiable and accessible by workers. Training is provided to all workers prior to the beginning of work and regularly thereafter. Workers shall be encouraged to raise safety concerns without retaliation .

C. 环境方面 Environmental

C.1 环境许可和报告 Environmental Permits and Reporting

应获取所有必需的环境许可证（如排放监控）、批准和登记文件，亦要对之进行维护并时常更新，以及遵守许可证的操作和报告要求。

All required environmental permits (e.g. discharge monitoring), approvals and registrations are to be obtained, maintained and kept current and their operational and reporting requirements are to be followed.

C.2 预防污染和节约资源 Pollution Prevention and Resource Conservation

应从源头或通过增加污染控制设备、改进生产、维护和设施流程等做法或通过其他方式，最大限度地减少或消除污染物的排放、释放以及废弃物的产生。通过改进生产、维护和设施流程、使用替代性材料、重复使用、保护资源、回收利用等做法或其他方式使用自然资源，包括水、化石燃料、矿产和原始森林木材。

Emissions and discharges of pollutants and generation of waste shall be minimized or eliminated at the source or by practices such as adding pollution control equipment; modifying production, maintenance, and facility processes; or by other means. The use of natural resources, including water, fossil fuels, minerals, and virgin forest products, shall be conserved by practices such as modifying production, maintenance and facility processes, materials substitution, re-use, conservation, recycling, or other means.

C.3 有害物质 Hazardous Substances

应当识别和管理释放到四周环境中会造成危害的化学物质及其它物质，从而确保这些物质得以安全地处理、运送、储存、使用、回收或再用及弃置。应跟踪和记录有害废弃物数据。

Chemicals and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, use, recycling or reuse and disposal. Hazardous waste data shall be tracked and documented.

C.4 固体废弃物 Solid Waste

供应商应采用系统方法识别、管理、减少、负责任地处置或回收固体废弃物（无害废弃物）。应跟踪和记录废弃物数据。

Supplier shall implement a systematic approach to identify, manage, reduce, and responsibly dispose of or recycle solid waste (non-hazardous). Waste data shall be tracked and documented.

C.5 废气排放 Air Emissions

经营过程中产生的挥发性有机化学物质、喷雾、腐蚀性物质、悬浮粒子、破坏臭氧层的物质及燃烧副产品，在排放之前应按要求进行分类、常规监测、控制和处理。破坏臭氧层的物质应按照《蒙特利尔议定书》和适用法规进行有效管理。供应商应对其大气排放控制系统的运行状况进行常规监测。

Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting substances, and combustion byproducts generated from operations shall be characterized, routinely monitored, controlled, and treated as required prior to discharge. Ozone- depleting substances shall be effectively managed in accordance with the Montreal Protocol and applicable regulations. Supplier shall conduct routine monitoring of the performance of its air emission control systems.

C.6 材料限制 Materials Restrictions

供应商应当遵守所有适用法律法规和客户要求，禁止或限制在产品 and 制造过程中纳入特定物质（包括回收和弃置标签）。

Suppliers are to adhere to all applicable laws, regulations and customer requirements regarding prohibition or restriction of specific substances in products and manufacturing, including labeling for recycling and disposal.

C.7 水资源管理 Water Management

供应商应当实施水管理计划，以记录、分类和监测水资源及其使用和排放情况；寻求保护水资源以及控制

污染渠道。所有废水在排放或处置前，需按要求对其进行分类、监测、控制和处理。供应商应对其废水处理和控制系统运行状况进行常规监控，以确保最佳性能和合规性。

Supplier shall implement a water management program that documents, characterizes, and monitors water sources, use and discharge; seeks opportunities to conserve water; and controls channels of contamination. All waste water is to be characterized, monitored, controlled, and treated as required prior to discharge or disposal. Participant shall conduct routine monitoring of the performance of its waste water treatment and containment systems to ensure optimal performance and regulatory compliance.

C.8 能源消耗和温室气体排放 Energy Consumption and Greenhouse Gas Emissions

供应商应制定并报告整个企业的明确温室气体减排目标。应跟踪、记录和公开报告能源消耗以及范围 1、范围 2 和范围 3 的重要类别的温室气体排放。供应商应寻找方法来提高能源效率，并最大程度地减少能源消耗与温室气体排放。

Supplier shall establish and report against an absolute corporate-wide greenhouse gas reduction goal. Energy consumption and all Scopes 1, 2, and significant categories of Scope 3 greenhouse gas emissions shall be tracked, documented, and publicly reported. Supplier shall look for methods to improve energy efficiency and to minimize their energy consumption and greenhouse gas emissions.

D. 道德方面 Ethics

D.1 诚信经营 Business Integrity

供应商承诺在所有商业互动关系中都应谨守最高的诚信标准。

Supplier promises the highest standards of integrity are to be upheld in all business interactions.

供应商应采取零容忍政策来禁止任何形式的贿赂、贪污、敲诈勒索和挪用公款。

Supplier shall have a zero tolerance policy to prohibit any and all forms of bribery, corruption, extortion and embezzlement.

D.2 无不正当收益 No Improper Advantage

供应商不得承诺、提供、批准、给予或收受贿赂或其它形式的不正当收益。为获得或保留业务、指示将业务交给任何个人或者以其他方式获得不正当优势而承诺、提供、授予、给予或接受任何有价值之物均在受禁之列。

Bribes or other means of obtaining undue or improper advantage are not to be promised, offered, authorized, given or accepted. This prohibition covers promising, offering, authorizing, giving or accepting anything of value, either directly or indirectly through a third party, in order to obtain or retain business, direct business to any person, or otherwise gain an improper advantage.

供应商应实施监控与执行规程，确保符合反腐败法律。

Monitoring and enforcement procedures shall be implemented to ensure compliance with anti-corruption laws.

D.3 信息披露 Disclosure of Information

所有业务往来均应透明，并且准确地记录在供应商的商业账簿和记录中。

All business dealings should be transparently performed and accurately reflected on Participant's business books and records.

应根据相关法规和现行行业实践披露有关参与方的劳工、健康与安全、环境实践、业务活动、结构、财务

状况和绩效等信息。不允许伪造记录或虚报供应链中的各种实际运营情况。

Information regarding participant labor, health and safety, environmental practices, business activities, structure, financial situation and performance is to be disclosed in accordance with applicable regulations and prevailing industry practices. Falsification of records or misrepresentation of conditions or practices in the supply chain are unacceptable.

D.4 知识产权 Intellectual Property

应尊重知识产权。技术或经验知识的转让应以保护知识产权的方式进行，并且应保护客户和供应商的信息安全。

Intellectual property rights shall be respected. Transfer of technology and know-how is to be done in a manner that protects intellectual property rights, and customer and supplier information shall be safeguarded.

D.5 公平交易、广告和竞争 Fair Business, Advertising and Competition

应谨守公平交易、广告和竞争标准。

Standards of fair business, advertising and competition are to be upheld.

D.6 身份保护及不报复政策 Protection of Identity and Non-Retaliation

除非受法律禁止，否则供应商应当制定程序来保护其供应商和员工检举者，并确保其身份的机密性和匿名性。

Programs that ensure the confidentiality, anonymity and protection of supplier and employee whistle blowers are to be maintained, unless prohibited by law.

供应商也应制定沟通程序，让员工可以表达他们的疑虑，而不用害怕遭到报复。

Supplier should have a communicated process for their personnel to be able to raise any concerns without fear of retaliation.

D.7 负责任的矿物采购 Responsible Sourcing of Minerals

供应商应采取政策，对其生产的产品中的钽、锡、钨、金、钴、云母和健鼎通知供应商的其他矿源的来源和监管链开展尽职调查，以合理确保其来源符合《经济合作与发展组织关于来自受冲突影响和高风险区域的矿石的负责任供应链尽职调查指南》或同等和公认的尽职调查框架。

Supplier shall adopt a policy and exercise due diligence on the source and chain of custody of the tantalum, tin, tungsten, gold, cobalt, mica and other minerals notified to suppliers by tripod in the products they manufacture to reasonably assure that they are sourced in a way consistent with the Organisation for Economic Co-operation and Development (OECD) Guidance for Responsible Supply Chains of Minerals from Conflict- Affected and High-Risk Areas or an equivalent and recognized due diligence framework.

D.8 隐私 Privacy

供应商承诺合理地保护任何与其有业务来往者（包括供应商、客户、消费者和员工）的个人资料和私隐。

Supplier should be to commit to protecting the reasonable privacy expectations of personal information of everyone they do business with, including suppliers, customers, consumers and employees.

供应商应当在收集、储存、处理、传播和分享个人资料时遵守隐私和信息安全法律及监管要求。

Supplier should be to comply with privacy and information security laws and regulatory requirements when personal information is collected, stored, processed, transmitted, and shared.