

群聯電子股份有限公司 Phison Electronics Corp. 350 苗栗縣竹南鎮群義路1號 No.1,Qun Yi Rd.,Jhunan,Miaoli, Taiwan 350, R.O.C. http:// www.phison.com

群聯電子 RBA 供應商行為準則 Phison Supplier Code of Conduct

成為群聯電子之供應夥伴,我們承諾在經營公司的業務時,均須完全符合當地所有相關適用的法律與規章。我 們進一步地經由簽署此份承諾書,以承諾並確認我們將致力於遵行責任商業聯盟行為準則【簡稱為RBA行為準 則。此標準之內容,旨為確保供應鏈提供安全的工作環境、員工受到尊重並賦有尊嚴,且在經營中亦須承擔責 任並遵守道德規範,訂定永續採購政策,同時要求下一階供應商認同並落實執行本規範。

As a supplier of Phison, we are committed to complying with all applicable laws and regulations whereby our business operates. Moreover, we commit and confirm that we'll strive to meet the requirements specified in the Responsibility Business Alliance Code of Conduct (i.e., RBA COC) by signing this certificate of compliance. This Code of Conduct establishes standards to ensure that working conditions are safe, that workers are treated with respect and dignity, that business operations are environmentally responsible and conducted ethically, that a sustainable procurement policy is formulated, and that next-tier suppliers are required to recognize and implement this specification accordingly.

供應商對本準則的遵守情況將是群聯電子在做出購買決策時的考量之一。群聯電子期望透過與供應商的密切合 作、溝通、稽核和後續評估以推動持續性的改進。不遵守本準則、不願意與群聯電子或第三方稽核人員合作或 不配合限期完成所要求改善措施(CAR)的供應商可能會導致與群聯電子業務關係的終止。

Phison will assess its suppliers' compliance with this Code when making purchasing decisions. It is our intention to collaborate closely with our suppliers to drive continuous improvement through communication, audits, and follow-up assessments. However, decline Phison audit, failure to comply with this Code or cooperate with our auditors or a third party auditors or do not follow the deadline to complete the required improvement measures (CAR) may result in termination of the business relationship.

本準則中各項規定乃是以「責任商業聯盟(RBA,前身為EICC)行為準則」為藍本,並參照國際公認的標準所 訂定,包括:

- 經合組織跨國企業指南
- 聯合國工商業與人權指導原則
- 國際勞工組織關於工作中基本原則和權利的宣言
- 國際勞工組織基本公約
- 聯合國《世界人權宣言》

The provisions in this Code are derived primarily from the Responsible Business Alliance (RBA, Formerly EICC) Code of Conduct and the provisions of this Code are derived from and respect internationally recognized standards including:

- OECD Guidelines for Multinational Enterprises
- UN Guiding Principles on Business and Human Rights
- ILO Declaration on Fundamental Principles and Rights at Work
- ILO Fundamental Conventions
- UN Universal Declaration of Human Rights

本準則由五個部分組成。

- A、B、C 部分分別概述勞工、健康與安全,以及環境的標準。
- D 部分提供有關商業道德的標準;
- E 部分概述能夠貫徹本準則的合宜管理系統所需的要素。

The Code is made up of five sections:

- Sections A, B, and C: Standards for Labor, Health and Safety, and the Environment, respectively.
- Section D: Standards relating to business ethics.
- Section E: Elements of an acceptable system to manage conformity to this Code.

A. 勞工

供應商應根據國際社會公認的準則,承諾維護勞工的人權, 並尊重他們。這適用於所有勞工,包括臨時工、移民工、學 生、合約勞工、直接雇員以及任何其他類型的勞工。

勞工標準:

1) 禁止強迫勞動

不允許任何形式的強迫勞動,包括但不限於債役(包 括債役)或契約勞工、非自願或剝削性監獄勞工、奴 役或人口販運。這包括為了得到勞工或服務而使用恐 嚇、强迫、威脅、綁架或詐騙手段來運送、窩藏、招 募、調配或接收勞工。除了禁止對勞工出入工作場所 作出不合理限制外,也不應無理地約束勞工在工作場 所內的行動自由,適用時包括勞工宿舍或生活住所。 作為招聘程序中的必要部份,必須為所有勞工提供其 母語或員工可以理解的語言的書面僱傭協議,並且在 協議中描述僱傭條款及條件。必須在海外移民勞工離 開原本的國家前,為其提供僱傭協議,而在其抵達接 收國家後,該僱傭協議不得有任何替換或更改,除非 有關更改是為了符合當地法律的要求和提供相同或更 佳條款而作出則例外。所有工作應出於自願,若發出 合理通知,員工可以隨時離開工作或終止僱傭關係, 而不會受到處罰,並應在員工合約中明確規定。供應 商應保存所有離職員工的文件。僱主、中介人及二級 中介人不得扣留或以其他方式毀壞、隱藏、沒收僱員 的身份證或出入境證件,比如政府頒發的身份證明、 護照或工作許可證。儘管有上述規定,僱主僅可在遵 守當地法律所必需的情況下保留文件。就算是在此情 況下,任何時候也不可拒絕勞工取用其文件。不得要 求勞工繳付僱主的中介人或二級中介人的招聘費用或 其他與其聘用相關的費用。如發現勞工繳付了任何該 等費用,該等費用須退還予相關勞工。

2) 青少年工

不得在任何製造工序中使用童工。「童工」指僱傭任 何未滿 15 歲、或未達強迫教育年齡、或該國家/地區 最低就業年齡的人士(三項中取年齡最大者)。未滿 18 歲的勞工(年輕勞工)不得從事可能會危及其健康或 安全的工作,包括夜班或加班。供應商應當適當保管 學生記錄、嚴格審核教育合作夥伴,以及按照適用的 法例與法規保障學生的權利,從而確保對學生工的管 理得當。供應商應採取適當的機制核實勞工的年齡。 符合所有法例與法規的合法職場學習計劃則不在此 列。供應商應當為所有學生工提供適當的支援和培 訓。如果沒有當地法律規管,學生工、實習生和學徒 的薪資水平應最少與從事同等或相似工作的其他入門 級員工相等。如果發現童工,我們將提供協助/補救 措施。

3) 工時

工作時數不應超過當地法律規定的最大限度。此外, 每週的工作時數不應超過 60 小時 (包括加班),緊 急或特殊情況除外。所有加班均屬自願性質。每七天 應當允許勞工至少休息一天。

4) 工資與福利

支付給勞工的工資應當符合所有相關的薪酬法律,包

A. LABOR

Suppliers are committed to uphold the human rights of workers, and to treat them with dignity and respect as understood by the international community. This applies to all workers including temporary, migrant, student, contract, direct employees, and any other type of worker.

The labor standards are: 1) Prohibition of Forced Labor

Forced labor in any form, including but not limited to, bonded (including debt bondage) or indentured labor, involuntary or exploitative prison labor, slavery or trafficking of persons is not permitted. This includes transporting, harboring, recruiting, transferring, or receiving persons by means of threat, force, coercion, abduction or fraud for labor or services. 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 including, if applicable, workers' dormitories or living quarters. As part of the hiring process, all 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. Foreign migrant workers must receive the employment agreement 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. 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. Suppliers shall maintain documentation on all leaving workers. Employers, agents, and sub-agents' may not hold or otherwise destroy, conceal, or confiscate identity or immigration documents, such as government-issued identification, passports, or work permits. Notwithstanding the foregoing, employers can only hold documentation if necessary to comply with the local law. In this case, at no time shall workers be denied access to their documents. Workers shall not be required to pay employers' agents or sub-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.

2) Young Workers

Child labor shall not be used in any stage of manufacturing. The term "child" refers to any person under the age of 15, or under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is greatest. 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. Suppliers 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 laws and regulations. Suppliers shall implement an appropriate mechanism to verify the age of workers. The use of legitimate workplace learning programs, which comply with all laws and regulations, is supported. Suppliers 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. If child labor is identified, assistance/remediation shall be provided.

3) Working Hours

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

4) Wages and Benefits

Compensation paid to workers shall comply with all applicable wage

括有關最低工資、加班和法定福利的法律。所有員工 應獲得平等工作與資格的同等薪酬。勞工的加班工資 應高於常規時薪水平。禁止以扣工資作為紀律處分的 手段。在每個支薪週期,應及時為勞工提供簡明的工 資單據,內含充足的資料證實支付給勞工的薪酬準確 無誤。必須按照當地法律聘用臨時工、派遣員和外判 員工。

5) 反歧視/反騷擾/人道待遇

供應商應承諾提供一個無騷擾以及無非法歧視的工作 場所。避免苛刻或非人道地對待員工,包括暴力、性 暴力、性騷擾、性侵犯、體罰、心理或生理壓逼、欺 凌、公開羞辱或口頭辱罵;也不得威脅進行任何此類 行為。公司不得因人種、膚色、年齡、性別、性傾向、 性別認長現、種族或民族、殘疾、懷孕、信仰、 政治立場、團體背景、退伍軍人身份、受保護 賢料或婚姻狀況不費、是伍軍人身份、受保護 賢料或婚姻狀況等在招聘及實際工作中歧視或騷 計算、證子,例如因此而影響在資際工作中歧視或 醫調的紀律政策及程序必須有清晰的定義 一 宗教活動和殘疾便利設施。此外,不得讓員工或準員 或身體檢查。本準則根據《國際勞工組織(就業和職 業)歧視公約》(111 號)草擬。

6) 自由結社和集體談判

員工與管理層之間的開放式溝通和直接參與,是解決 工作場所和薪酬問題最有效的方法。員工和/或他們 的代表應當能夠在不用擔心歧視、報復、威脅或騷擾 的情況下,公開地就工作條件和管理方法與管理層溝 通以及分享其想法和憂慮。根據這些原則,供應商應 當尊重所有員工組織和參與他們所選擇的工會、集體 該判和參加和平集會的權利,同時也應尊重員工迴避 這類活動的權利。如果集結自由和集體談判的權利受 到適用法律法規的限制,員工應被允許選擇並加入替 代合法形式的員工代表。

7)預防和緩解不穩定就業

供應商應向所有勞工提供以其母語或勞工可以理解的 語言寫成的書面僱傭協議,其中包含僱傭條款和條件 的說明,作為招聘過程的一部分。外國移民員工應在 離開原籍國之前收到就業協議,並且在抵達接收國後 不得對就業協議進行任何替換或更改,除非這些更改 是為了滿足當地的法律要求,並提供平等或更佳的條 件。供應商不得對勞工使用會導致社會或經濟不安 全方式的僱傭協議,例如:濫用連續短期合約、純勞 務合約、分包和/或家庭工作安排。

8) 人權政策

供應商應秉持核心價值,支持《聯合國世界人權宣言 (UDHR)》及相關國際尊重人權理念,同時恪守所 在地法規,有尊嚴地對待並尊重所有員工。供應商應 建立適當有效的流程,以執行本準則,對於所有員工 和工作者(包括臨時工、派遣工、學生工、仲介工及 供應鏈下一層級的主要供應商、駐廠包商、承攬商) 的「人權相關議題」應維持零缺失水準,除了優化「杜 laws, including those relating to minimum wages, overtime hours and legally mandated benefits. All workers shall receive equal pay for equal work and qualification. 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 shall be within the limits of the local law.

5) Non-Discrimination/Non-Harassment/Humane Treatment

Suppliers 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. Companies shall not engage in discrimination or harassment based on race, color, age, gender, sexual orientation, gender identity or 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. 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. In addition, workers or potential workers should not be subjected to medical tests, including pregnancy or virginity tests, or physical exams that could be used in a discriminatory way. This was drafted in consideration of ILO Discrimination (Employment and Occupation) Convention (No.111).

6) Freedom of Association and Collective Bargaining

Open communication and direct engagement between workers and management are the most effective ways to resolve workplace and compensation issues. 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. In alignment with these principles, Suppliers 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.

7) Prevention and Mitigation of Precarious Employment

As part of the hiring process, all workers shall 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. Foreign migrant workers shall receive the employment agreement 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. Suppliers shall not use employment agreements in a way designed to cause social or economic insecurity to the workers, such as: abusing consecutive short-term contracts, labor only contracting, subcontracting, and/or homeworking arrangements.

8) Human Rights Policy

Suppliers shall uphold core values, support the United Nations Universal Declaration of Human Rights (UDHR) and relate international concepts of respect for human rights, and at the same time abide by local laws and regulations, treat and respect all employees with dignity. Suppliers shall establish an appropriate and effective process to implement this Code. "Human rights-related issues" of suppliers should maintain a zero-missing level. In addition to optimizing the training and management mechanism of "preventing sexual harassment and power bullying, managing working hours, optimizing the human rights of people with disabilities, and protecting personal privacy". Suppliers shall regularly evaluate the human rights risk assessment and

絕性騷擾與權力霸凌、做好工時管理、優化身心障礙 者人權、保護個人隱私」之訓練及管理機制,供應商 應定期評估與控制相關的人權風險評估及管理,稽核 及審查人權政策和管理流程,並適當揭露予利害關係 者,以提升與持續改進供應商的人權績效,包括所有 員工和臨時工、工作者(包括供應鏈下一層級的主要 供應商、駐廠包商、承攬商)及保障弱勢或邊緣化團 體(包括原住民、移工、契約人員、性取向族群、少 數族裔、退伍軍人、婦女、殘疾人士及小型企業), 這些重大關注議題包括但不限於在營運中融入對經 濟、社會、文化、公民、政治權利以及發展的尊重, 提供安全與健康且零騷擾的工作環境、杜絕不法歧視 以確保工作機會均等、禁止強迫勞動與禁用童工、恪 守所有適用的薪資及工時法規、協助員工維持身心健 康及工作生活平衡、負責任的礦產採購、勞動權利多 元化及不歧視騷擾的人權關注事項與做法,支持並協 助員工維持身心健康及工作生活平衡,提供包括但不 限於匿名舉報方式在內的多元開放式溝通管道,讓供 應商、商業夥伴及其他等利益關係人得以回饋意見或 舉報疑似違規行為。同時供應商應因應多變的內外部 情勢與利害關係人需求,定期檢視和評估相關風險、 做法,並建立申訴、調查與補救流程,適時採取行動 减輕任何不利的人權影響。

9) 多元與共融文化

供應商應堅信多元職場的價值,在相互包容的前提下 培育未來人才,使產業得以受益於全球人才資源的最 大潛能。公平的就業機會是公司競爭力的來源;供應 商應尊重差異,無論在聘用或晉升流程中,皆不受其 性別、宗教、種族、國籍或政治傾向影響。

10) 無障礙文化

供應商應致力於建立一個無障礙文化的職場,為各種 能力的工作人員營造一個包容的就業環境,包括為殘 障人員、弱勢或邊緣化團體的勞動權利,支持和授權 具有不同能力和功能或工作需求的求職者和員工,營 造一個無障礙機能的職場、設計與建立無障礙文化的 職能團隊。

B. 健康與安全

供應商應意識到,除了盡量減少與工作相關的傷病發 生率外,安全、健康的工作環境有助提高產品和服務 的質素、生產的穩定性以及員工的忠誠度和士氣。供 應商也應意識到,持續地增強對員工的投入和員工教 育是辨識和解決工作場所內健康與安全問題的關鍵。

安全與健康標準:

1) 職業健康與安全

員工可能暴露於健康和安全危害(化學、電氣和其他 能源、火災、車輛和墜落危害等),應使用控制階層 加以識別和評估,並減輕危害。若無法透過上述方法 有效控制危險源,應為員工提供適宜的、充分保養的 個人防護裝備,以及有關這些危險事故和相關風險的 教材。應採取對性別回應的措施,例如在工作環境下 不能讓孕婦和哺乳期的婦女處於可能對或其胎兒有害 的條件下,並為哺乳中的婦女提供合理的場所。

management related to control, audit and review the human rights policies and management processes, and appropriately disclose them to stakeholders to enhance and continuously improve the human rights performance of suppliers, including all employees and temporary workers, workers (including major suppliers at the next level of the supply chain, onsite contractors, contractors) and protection of vulnerable or marginalized groups (including aboriginals, migrant workers, contract personnel, LGBTQ-owned, minority-owned, ethnicity, veterans-owned, women-owned, people with disabilities-owned and small businesses), these critical concerns include but are not limited to integrating respect for economic, social, cultural, civil and political rights and development into operations, providing safety and health and zero harassment safe working environment, eliminating illegal discrimination to ensure equal job opportunities, prohibiting forced labor and prohibiting child labor, abiding by all applicable wage and working hours regulations, assisting employees to maintain physical and mental health and work-life balance, responsible mineral procurement, and diversification of labor rights Human rights concerns and practices of non-discrimination and harassment, support and assist employees to maintain physical and mental health and work-life balance, provide multiple open communication channels including but not limited to anonymous reporting methods, and allow suppliers, business partners and other interests stakeholders are able to give feedback or report suspected violations. At the same time, suppliers should regularly review and evaluate relevant risks and practices in response to changing internal and external situations and stakeholders' needs, establish complaints, investigations and remedial procedures, and take timely actions to mitigate any adverse human rights impacts.

9) Diversity and Inclusive Culture

Suppliers shall firmly believe in the value of diverse workplaces and cultivate future talents under the premise of mutual tolerance, so that the industry can benefit from the greatest potential of global human resources. Fair employment opportunities are the source of the company's competitiveness; suppliers should respect differences, regardless of their gender, religion, race, nationality or political affiliation, whether in the hiring or promotion process.

10) Accessibility Culture

Suppliers shall be committed to a workplace with an accessible culture that fosters an inclusive employment environment for workers of all abilities, including labor rights for persons with disabilities, disadvantaged or marginalized groups, that support and empower people with different skills and functions or work create an accessible workplace, design and build a functional team for an accessible culture.

B. HEALTH AND SAFETY

Suppliers recognize that in addition to minimizing the incidence of work-related injury and illness, a safe and healthy work environment enhances the quality of products and services, consistency of production and worker retention and morale. Suppliers also recognize that ongoing worker participation and training are essential to the continuous improvement of occupational health and safety issues in the workplace.

The health and safety standards are as follows: 1) Occupational Health and Safety

Worker potential for exposure to health and safety hazards (e.g., 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. Gender-responsive measures shall be taken, such as not having pregnant women and nursing mothers in working condition, which could be hazardous to them or their child and to provide reasonable accommodations for nursing mothers.

2) 應急準備

應確認和評估潛在的緊急情況和事件,並透過實施應 急方案和應變程序來將其影響降到最低,包括:緊急 報告、員工通告和疏散計畫、員工培訓和演習。應急 演習應最少每年進行一次,或按當地法律要求進行, 取較嚴格者。應急計畫亦應包括適當的消防偵測和滅 火設備、暢通無阻的緊急出口、充足的逃生出口設施、 應急人員的聯絡資料和復原計畫。這些方案和程序應 著重盡量減低對生命、環境和財產的危害。

3) 工傷和職業病

應當制定程序和體系來預防、管理、追蹤和報告工傷 和職業病,包括以下規定:鼓勵員工報告;歸類和記 錄工傷和職業病案例;提供必要的治療;調查案例並 採取糾正措施以杜絕其根源;協助員工返回工作崗 位。供應商應允許員工遠離即將發生的傷害,且在情 況緩解前不得返回,而不必擔心遭受報復。

4) 工業衛生

應當根據分層控制原則識別、評估並控制因接觸化 學、生物以及物理因素給員工帶來的影響。當無法充 分控制危害時,應免費提供員工並使用適當的、維護 良好的個人防護裝備。供應商應提供員工安全健康的 工作環境,且應透過對員工健康和工作環境的持續、 系統性監控來維護。供應商應提供職業健康監測,以 定期評估員工的健康是否因職業暴露而受到傷害。防 護職業健康計畫須持續並包括有關暴露於工作場所危 害相關風險的教材。

5) 體力勞動工作

應識別、評估和控制員工暴露於體力要求較高的任務 的危險,包括手動材料搬運和重型或重複性提舉、長 時間站立和高度重複性或高強度的組裝工作。

6) 機器防護

應當評估生產設備或其他類型機器的安全危害。為預 防機器對員工可能造成的傷害,應當提供和正確地維 護物理防護裝置、連鎖裝置以及屏障。

7) 公共衛生和食宿

應當為員工提供乾淨的洗手間設施、清潔的飲用水、 以及衛生的煮食用具、食物儲存設施和餐具。供應商 或勞工仲介提供的員工宿舍應當保持乾淨且安全,並 提供適當的緊急出口、洗浴熱水、充足的照明和適當 的空調通風、獨立安全的場所以供儲存個人和貴重物 品,以及適當且出入方便的私人空間。

8) 健康與安全溝通

供應商應當為員工提供以其所講語言或其能夠理解之 語言進行的適當職業健康和安全資料和培訓,以識別 員工面對的所有工作場所危害情況,包括但不限於機 械、電力、化學、火災和物理危害。在工作場所的顯 眼處張貼健康與安全相關資料,或將有關資料放在員 工可看清並可取用的位置。健康資料和培訓應包括特 定群體的風險內容,例如性別和年齡(如適用)。應 在開始工作前和工作後定期向所有員工提供培訓。應

2) Emergency Preparedness

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. 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.

3) Occupational Injury and Illness

Procedures and systems shall be in place to prevent, manage, track and report occupational injuries and illnesses, 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 the return of workers to work. Suppliers shall allow workers to remove themselves from imminent harm, and not return until the situation is mitigated, without fear of retaliation.

4) Industrial Hygiene

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. Suppliers shall provide workers with safe and healthy working

environments, which shall be maintained through ongoing, systematic monitoring of workers' health and working environments. Suppliers 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.

5) Physically Demanding Work

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.

6) Machine Safeguarding

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.

7) Sanitation, Food, and Housing

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 Participant, 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 lighting and heat and ventilation, individually secured accommodations for storing personal and valuable items, and reasonable personal space along with reasonable entry and exit privileges.

8) Health and Safety Communication

Suppliers 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. Health information and training shall include content on specific risks to relevant demographics, such as gender and age, if applicable. Training shall be provided to all workers prior to the beginning of work and regularly thereafter. Workers shall be encouraged to raise any health and safety concerns without retaliation.

不會受到報復。

9) 自然災害風險減緩

應了解工廠所在地可能遭遇的自然災害,如地震、旱 災、水災、颱風等,評估人員傷害、財產損失與營運 中斷的可能性與嚴重度,根據評估結果,透過建立硬 體防護、發展應變程序、培訓與演習、執行應急方案, 以減緩自然災害風險。

C. 環境

在所有業務職能中,供應商承認環境保護責任是生產 世界一流產品不可或缺的一部份。供應商應辨識環境 影響,盡量減少對社區、環境和自然資源的不利影響, 同時保障民眾的健康和安全。

環境標準:

1) 環境許可和報告

應獲取所有必需的環境許可證(如排放監控)、批准 和登記文件,亦要對之進行維護並時常更新,以及遵 守許可證的操作和報告要求。

2) 污染預防與資源保護

應在源頭上或透過實踐(如增設污染控制設備;改良 生產、維修和設施程序;或其他方法)盡量減少或杜 絕排出和排放污染物以及產生廢物。應節約和實踐(如 改良生產、維修和設施程序、替換材料、再用、節約、 回收或其他方法)節約自然資源(包括水、化石燃料、 礦物和原始森林產品)的消耗。

3) 有害物質

應當識別、標籤和管理對人類或環境造成危害的化學 品、廢物及其他物質,從而確保這些物質得以安全地 處理、運送、儲存、使用、回收或再用及棄置。應加 以追蹤與記錄危險廢棄物數據。

4) 固體廢物

供應商應實施系統性的措施來識別、管理、減少和負 責任地棄置或回收固體廢物(無害的)。應加以追蹤 與記錄危險廢棄物數據。

5) 廢氣排放

在營運中產生的揮發性有機化學品、氣霧劑、腐蝕性 物質、微粒、臭氧消耗物質和燃燒副產品的空氣排放 應在排放前按要求進行特性分析、例行監測、控制和 處理。應依照《蒙特婁議定書》和適用的法規來有效 管理破壞臭氧層的物質。供應商也應當對廢氣排放管 制系統的性能進行例行監控。

6) 材料限制

供應商應當遵守所有適用法律法規和客戶要求,禁止 或限制在產品和製造過程中納入特定物質(包括回收 和棄置標籤)。

7) 水資源管理

供應商應當實施用水管理計畫,以記錄、分類和監控 水資源、使用和排放;尋求機會節約用水;以及控制 污染渠道。所有污水在排放或棄置前,應當按照要求

9) Natural Disaster Risk Mitigation

Supplier shall be aware of the natural disasters, such as earthquakes, droughts, floods, typhoons, etc. relevant to its facilities, and assess their likelihood and impact of personnel injury, property damage, and operational disruptions. The risks shall be mitigated through establishing hardware protection, developing emergency response procedures, training and drills, and conducting emergency plans.

C. ENVIRONMENT

Across all business functions, Suppliers recognize that environmental responsibility is integral to producing world-class products. Suppliers 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.

The environmental standards are as follows: 1) Environmental Permits and Reporting

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

2) Pollution Prevention and Resource Conservation

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.

3) Hazardous Substances

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

4) Solid Waste

Suppliers 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.

5) Air Emissions

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. Suppliers shall conduct routine monitoring of the performance of its air emission control systems.

6) Materials Restrictions

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

7) Water Management

Suppliers 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 wastewater shall be characterized, monitored, controlled, and treated as required prior to discharge or disposal. 對其歸納特徵、監控、控制和處理。供應商應當對污 水處理和控制系統的性能進行例行監控,以確保達致 最佳性能和符合放流標準。

8) 能源消耗和溫室氣體排放

供應商須建立公司的溫室氣體絕對減排目標,且應追 蹤、記錄及報告能源消耗及所有範疇1、範疇2及顯著 相關範疇3的溫室氣體排放,應追蹤、記錄及公開報 告,以達到溫室氣體減排的目標。供應商應當找到方 法來改善能源利用效率,並盡量減少能源消耗和溫室 氣體排放。

9) 生物多樣性

供應商應遵守生物多樣性保育相關法規,避免營運影 響重要棲地,並參與對於自然生態系統保育行動。

D. 道德規範

為履行社會責任並在市場上取得成功,供應商及其代 理商必須謹守最高的道德標準,包括以下:

1) 誠信經營

在所有商業互動關係中都應謹守最高的誠信標準。參 與者應採取零容忍政策來禁止任何形式的賄賂、貪 污、敲詐勒索和挪用公款。

2) 無不正當收益

不得承諾、提供、批准、給予或收受賄賂或其他形式 的不正當收益。此禁令包括承諾、提供、批准、給予 或收受任何有價之物(無論是直接還是透過第三方間 接地進行),以期獲得或保留業務、將業務轉讓他人 或獲取不正當收益。應推行監控、記錄留存以及強制 執行程序以確保符合反腐敗法的要求。

3) 資訊公開

所有的業務來往應具透明度,並準確地記錄在供應商 的賬簿和商業記錄上。應當按照適用法規和普遍的行 業慣例公開有關參與勞工、健康與安全、環保活動、 商業活動、組織架構、財務狀況和業績的資料。不得 偽造記錄或虛報供應鏈的狀況或慣例。

4) 知識產權

應尊重知識產權。技術和專有技術的轉移應以保護知識產權的方式進行,並應保護客戶和供應商的資料。

5) 公平交易、廣告和競爭

應謹守公平交易、廣告和競爭標準。

6) 身份保護及防止報復

除非受法律禁止,供應商應當制定程序來保護供應商 和員工檢舉者,並確保其身份的機密性和匿名性。供 應商也應制定溝通程序,讓員工可以表達他們的疑 慮,而不用害怕遭到報復。

A 检舉者的定義:任何揭露公司員工、主管或公務員和政府機構的不正當行為者。

7) 負責任地採購礦物

供應商應就其製造的產品成份中鉭、錫、鎬、金及鈷 的來源及供應鏈,採納政策並進行盡職調查,以合理 保證其來源與經濟合作暨發展組織(Oreganising Suppliers shall conduct routine monitoring of the performance of its wastewater treatment and containment systems to ensure optimal performance and regulatory compliance.

8) Energy Consumption and Greenhouse Gas Emissions

Suppliers 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. Suppliers shall look for methods to improve energy efficiency and to minimize their energy consumption and greenhouse gas emissions.

9) **Biodiversity**

Suppliers shall abide by relevant laws and regulations on biodiversity conservation, avoid operations affecting important habitats, and participate in actions for the conservation of natural ecosystems

D. ETHICS

To meet social responsibilities and to achieve success in the marketplace, Suppliers and their agents are to uphold the highest standards of ethics including:

1) Business Integrity

The highest standards of integrity shall be upheld in all business interactions. Suppliers shall have a zero-tolerance policy to prohibit any and all forms of bribery, corruption, extortion and embezzlement.

2) No Improper Advantage

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

3) Disclosure of Information

All business dealings shall be transparently performed and accurately reflected on the Participant's business books and records. Information regarding participant's labor, health and safety, environmental practices, business activities, structure, financial situation, and performance shall 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.

4) Intellectual Property

Intellectual property rights are to 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 is to be safeguarded.

5) Fair Business, Advertising and Competition

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

6) Protection of Identity and Non-Retaliation

Programs that ensure the confidentiality, anonymity, and protection of supplier and employee whistleblowers¹ shall be maintained, unless prohibited by law. Suppliers shall have a communicated process for their personnel to be able to raise any concerns without fear of retaliation.

¹Whistleblower definition: Any person who makes a disclosure about improper conduct by an employee or officer of a company, or by a public official or official body.

7) Responsible Sourcing of Minerals

Suppliers shall adopt a policy and exercise due diligence on the source and chain of custody of the tantalum, tin, tungsten, gold, and cobalt 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 Co-operating and Development, OECD) 關於對出自衝突 Areas or an equivalent and recognized due diligence framework. 影響及高風險區域之礦石實施負責任供應鏈的指引, 或同等及認可的盡職調查框架一致。

8) 隱私

供應商承諾合理地保護任何與其有業務來往者(包括 供應商、客戶、消費者和員工)的個人資料和私隱。 供應商應當在收集、儲存、處理、傳播和分享個人資 料時遵守私隱和資料安全法律及監管要求。

9) 避免利益衝突

供應商與群聯電子之間的商業往來,應避免所任何可 能的利益衝突。可能的利益衝突情形包括(但不限於) 群聯電子內部員工或其近親(父母、子女、配偶或兄 弟姊妹)在供應商任職,或對供應商(非公開發行公 司)有重要投資利益。供應商與群聯電子對口人員不 必要或過度頻繁的社交往來也可能構成利益衝突的疑 慮或外觀。所以供應商與群聯電子人員的任何接觸必 須謹守一般商業往來的分際,且一旦有利益衝突的情 形必須立刻報告群聯電子。供應商若有發現任何潛在 的利益衝突,必須立即通報群聯電子,並採取適當措 施以防止因此所可能導致的不當行為。

10) 未經授權轉包之禁止

群聯電子員工在未經特別授權下,不得要求供應商將 依約應提供的產品或服務轉包給特定第三方,或指定 應向特定第三方購料或採購。故供應商若接到類似要 求,應立即透過群聯電子舉報管道通報群聯電子。

11) 謹守合約規定

對於群聯電子期待供應商親自履約(包括合約或採購 單)的事項,非經群聯電子同意,供應商不得轉包或 令第三方代為履行。供應商不得在未經與群聯電子簽 訂有效之合約或採購單的情形下提供任何產品或服務 予群聯電子。

12) 遵循進出口相關法規

供應商應瞭解並遵循進出口及運送貨品予群聯電子或 代群聯電子進出口及運送貨品所涉及的相關法令,包 括原出口國的出口管制與海關法規、目的地國家的進 口和海闢法規、支付法令要求的關稅和其他稅賦、以 及當地運輸的相關法令。供應商應向其員工和外包商 提供運作程序及教育訓練,以確保他們對前述法規的 遵循。

13) 群聯電子唯一業務接觸窗口

群聯電子採購人員為供應商業務人員唯一的業務接觸 窗口。非經群聯電子採購人員同意、安排或參與,供 應商業務人員不能與群聯電子的非採購人員進行業務 接觸,也不能與其討論任何商業條款相關內容,包括 但不限於價格、付款條件、交期、獎勵、賠償、免費 商品、測試或服務、技術規格或工程改善。

E. 管理系統

供應商應採用或建立範圍與本準則內容相關的管理系 統。在設計該管理系統時,應確保: (a)符合與供應

8) Privacy

Suppliers are to commit to protecting the reasonable privacy expectations of personal information of everyone they do business with, including suppliers, customers, consumers, and employees. Suppliers are to comply with privacy and information security laws and regulatory requirements when personal information is collected, stored, processed, transmitted, and shared.

9) Avoiding Conflicts of Interest

Conflicts of interest, such as situations where a PHISON employee or a close relative (parent, child, spouse or sibling) is a significant investor or shareholder in your company (as nonpublicly traded stock), should be avoided to prevent misconduct. Excessive or overly-frequent socializing with your PHISON business contacts may also create a conflict of interest, or the appearance of a conflict of interest. Social contact must be within accepted cultural business norms, and relationships that become conflicts of interest must be reported. If a potential conflict is discovered, you should report such incident immediately to PHISON and take corrective actions to ensure that no inappropriate actions result from the conflict and relationships that become conflicts of interest must be reported and suspended or resolved.

10) Prohibition of Unauthorized Subcontracting

If you receive a request from a PHISON employee to procure from or subcontract from a specific third party, please report it immediately to PHISON through PHISON reporting channel.

11) Performing Services as Agreed in Contract

Passing on obligations under a contract or purchase order for products or services to another party, that PHISON expects you to perform, or providing products or services without a properly executed purchase order, supply contract or service contract is prohibited.

12) Complying with Export and Import Regulations

Know and follow all laws related to the shipping, handling and transportation of products to or on behalf of PHISON. This includes source country export and customs laws, destination country import and customs laws, paying all necessary duties and taxes and following local transportation laws. Procedures and training will be provided to employees and contracted service providers to ensure safe handling of materials to, from and at PHISON.

13) PHISON Sole Business Contact Window for Sales

PHISON procurement personnel are the sole business contact windows for your sales personnel when interacting with PHISON. Without PHISON procurement personnel's consent, arrangement or participation, your sales personnel should not make any business contacts nor discuss any commercial terms and conditions, including but not limited to price, payment terms, delivery date, incentives, compensation, free items, testing or services, technical specification, or engineering improvement, with PHISON's non-procurement personnel.

E. MANAGEMENT SYSTEMS

Suppliers shall adopt or establish a management system with a scope that is related to the content of this Code. The management system shall be designed to ensure: (a) compliance with applicable laws, regulations and customer requirements related to the participant's operations and products; (b) conformance with this Code; and (c) identification and 商營運和產品相關的適用法例、法規及客戶要求;(b) 符合本準則;以及(c)識別並減輕與本準則有關的經 營風險。管理系統也應當推動持續改進。

管理系統應包含以下要素:

1) 公司承諾

供應商應建立人權、健康和安全、環境和道德政策聲明,確認供應商承諾執行管理層認可的盡職調查和持續改善。政策聲明應公開,並以員工透過無障礙管道 理解的語言傳遞予員工。

2) 管理職責與責任

供應商應明確指定高級主管和公司代表來負責保證管 理系統和相關計劃的實施。高級管理層應定期檢查管 理系統的運作情況。

3) 法律和客户要求

供應商應採用或制定程序識別、監察並理解適用的法 律法規和客戶要求(包括本準則的要求)。

4) 風險評估和風險管理

供應商應採用或建立流程,以識別與供應商營運相關 的法律合規、環境、健康與安全²以及勞工實務和道德 風險,包括與供應商的營運相關的嚴重人權和環境影 響的風險。供應商應確定每項風險的相對重要性,並 實施適當的程序和物理控制,以控制已識別的風險並 確保監管合規。

2 生產區域、倉庫和儲存設施、廠房/工作場所支援設備、實驗室和測試區 域、衛生設施(浴室)、廚房/食堂和員工住房/宿舍都應納入環境健康與 安全風險評估的範圍內。

5) 改進目標

供應商應制定書面績效目標、指標和實施計劃來提高 供應商的社會、環境、健康及安全表現,包括對供應 商在實現這些目標中取得的成效進行定期審核。

6) 訓練

供應商應為管理階層及員工制定訓練計劃,從而實施 供應商的政策、程序以及改進目標,同時滿足適用之 法律與法規的要求。

7) 溝通

供應商應建立程序, 向員工、供應商和客戶傳達有關 供應商政策、實踐、期望和績效的清晰準確的資料。

8) 員工/利害關係人的參與和補救措施

供應商應建立與勞工、勞工代表以及相關或必要的其 他利益相關者進行持續雙向溝通的流程。該流程應旨 在取得有關本準則涵蓋之營運實務與條件意見,並促 進持續改善。應提供員工安全的環境來提出申訴和意 見回饋,而不必擔心遭到打擊報復。

9)審查與評估

供應商應定期進行自我評估,從而確保符合法律與監 管的要求、本準則內容以及客戶合約中與社會與環境 責任相關要求。

10) 糾正措施

mitigation of operational risks related to this Code. It should also facilitate continual improvement.

The management system should contain the following elements:

1) Company Commitment

Suppliers shall establish human rights, health and safety, environmental and ethics policy statements affirming Participant's commitment to due diligence and continual improvement, endorsed by executive management. Policy statements shall be made public and communicated to workers in a language they understand via accessible channels.

2) Management Accountability and Responsibility

Suppliers shall clearly identify senior executive and company representative(s) responsible for ensuring implementation of the management systems and associated programs. Senior management reviews the status of the management systems on a regular basis.

3) Legal and Customer Requirements

Suppliers shall adopt or establish a process to identify, monitor and understand applicable laws, regulations, and customer requirements, including the requirements of this Code.

4) Risk Assessment and Risk Management

Suppliers shall adopt or establish a process to identify the legal compliance, environmental, health and safety², labor practice and ethics risks, including the risks of severe human rights and environmental impacts, associated with Participant's operations. Suppliers shall determine the relative significance for each risk and implement appropriate procedural and physical controls to control the identified risks and ensure regulatory compliance.

²Areas to be included in a risk assessment for environmental health and safety are production areas, warehouse and storage facilities, plant/facilities support equipment, laboratories and test areas, sanitation facilities (bathrooms), kitchen/cafeteria and worker housing/dormitories.

5) Improvement Objectives

Suppliers shall establish written performance objectives, targets and implementation plans to improve the Participant's social, environmental, and health and safety performance, including a periodic assessment of Participant's performance in achieving those objectives.

6) Training

Suppliers shall establish programs for training managers and workers to implement Participant's policies, procedures, and improvement objectives and to meet applicable legal and regulatory requirements.

7) Communication

Suppliers shall establish process for communicating clear and accurate information about Participant's policies, practices, expectations, and performance to workers, suppliers, and customers.

8) Worker/Stakeholder Engagement and Access To Remedy

Suppliers shall establish processes for ongoing two-way communication with workers, their representatives, and other stakeholders where relevant or necessary. The process shall aim to obtain feedback on operational practices and conditions covered by this Code, and to foster continuous improvement. Workers shall be given a safe environment to provide grievance and feedback without fear of reprisal or retaliation.

9) Audits and Assessments

Suppliers shall conduct periodic self-evaluations to ensure conformity to legal and regulatory requirements, the content of the Code, and customer contractual requirements related to social and environmental responsibility.

10) Corrective Action Process

Suppliers shall establish a process for timely correction of deficiencies

供應商應制定程序以確保能及時糾正在內外部的評 估、檢查、調查和審核中所發現的不足之處。

11) 文檔和記錄

供應商應制定並保留文檔和記錄,從而確保符合法律 規定與公司的要求,同時應保障隱私的機密性。

12) 供應商的責任

供應商應制定程序將本準則的要求傳達給其供應商, 並監管其供應商對本準則的遵行情況。

identified by internal or external assessments, inspections, investigations, and reviews.

11) Documentation and Records

Suppliers shall create and maintain documents and records to ensure regulatory compliance and conformity to company requirements along with appropriate confidentiality to protect privacy.

12) Supplier Responsibility Suppliers shall establish a process to communicate Code requirements to suppliers and to monitor supplier compliance to the Code.

Signature of Authorized Person: 被授權者的簽名	Job Title: 職稱	
Typed Name of Authorized Person: 簽名者名字(打印)	Date: 簽署日期	
Company Full Name: 公司全名		_(With Company Seal) (加蓋公司大小章)