

## ASE SUPPLIER CODE OF CONDUCT

We, Advanced Semiconductor Engineering, Inc., its subsidiaries and affiliates (collectively, “**ASE**”, “**We**”, “**Us**” or “**Our**”), being a responsible corporate citizen, have taken proactive measures to ensure the highest standards of professional and ethical business conduct. We believe that ASE’s long-term operation and success shall rely on the corporate sustainability and realization of corporate social responsibilities. Since the supply chain is a critical extension of ASE’s business value chain, we are actively devoted to developing supply chain to ensure that our suppliers, contractors, service providers and subcontractors (collectively, “**Suppliers**”, “**You**” or “**Your**”) collectively achieve the goal of sustainability.

In order to ensure that working conditions in the supply chain are safe, workers are treated with respect and dignity, and business operations are environmentally responsible and conducted ethically, ASE, by taking UN Guiding Principles on Business and Human Rights, Declaration of Fundamental Principles and Rights at Work and UN Universal Declaration of Human Rights as reference, adopts this Supplier Code of Conduct (“**Code**”) which follows ASE Group Code of Business Conduct and Ethics as well as the Electronic Industry Citizenship Coalition Code of Conduct (“**EICC**”), and we require Suppliers’ business conducts to strictly comply with this Code as well as laws and regulations of countries/area where suppliers’ operations exist with respect to labor, health and safety, environmental, business ethics and the management system. ASE also encourages Suppliers to require their suppliers, contractors, services providers and subcontractors to adopt and comply with this Code. Suppliers’ status of compliance with this Code will be one of the considerations for ASE’s evaluation of and decision making on the purchasing.

This Code consists of five sections. Sections A, B, and C outline tenets for Labor, Health and Safety, and the Environment, respectively, and Section D sets forth tenets for business ethics, and Section E outlines the elements necessary to an appropriate management system to implement this Code.

## **A. LABOR**

Suppliers should be 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 recognized standards, as set out in the foregoing, were used as references in preparing this Code and may be a useful source of additional information.

The labor standards are:

### **(1). Freely Chosen Employment.**

Forced, bonded (including debt bondage) or indentured labor, involuntary 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. 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. 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. All work must be voluntary and workers shall be free to leave work at any time or terminate their employment. Suppliers and their agents may not hold or otherwise destroy, conceal, confiscate or deny access by employees to their identity or immigration documents, such as government-issued identification, passports or work permits, 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. 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 is not to be used in any stage of manufacturing. The term "**Child**" refers to any person under the age of 16, or under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is greatest. The use of legitimate workplace learning programs, which comply with all laws and regulations, is supported. 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 law and regulations. 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.

**(3). Working Hours.**

Studies of business practices clearly link worker strain to reduced productivity, increased turnover and increased injury and illness. 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.

**(4). Wages and Benefits.**

Compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. 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.

**(5). Humane Treatment.**

There is to be no harsh and inhumane treatment including any sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or verbal abuse of workers; nor is there to be the threat of any such treatment. Disciplinary policies and procedures in support of these requirements shall be clearly defined and communicated to workers.

**(6). Non-Discrimination.**

Suppliers should be committed to a workforce free of harassment and unlawful discrimination. Companies 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. Workers shall be provided with reasonable accommodation for religious practices. In addition, workers or potential workers should not be subjected to medical tests or physical exams that could be used in a discriminatory way.

**(7). Freedom of Association.**

In conformance with local law, 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. 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.

**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 input and education is essential to identifying and solving health and safety issues in the workplace.

Recognized management systems such as OHSAS 18001 and ILO Guidelines on Occupational Safety and Health were used as references in preparing this Code and may be a useful source of additional information.

The health and safety standards are:

**(1). Occupational Safety.**

Worker exposure to potential safety hazards (e.g., electrical and other energy sources, fire, vehicles, and fall hazards) are to be controlled through proper design, engineering and administrative controls, preventative maintenance and safe work procedures (including lockout/tagout), and ongoing safety training. Where hazards cannot be adequately controlled by these means, workers are to be provided with appropriate, well-maintained, personal protective equipment

and educational materials about risks to them associated with these hazards. Workers shall be encouraged to raise safety concerns.

**(2). Emergency Preparedness.**

Potential emergency situations and events are to 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, appropriate fire detection and suppression equipment, adequate exit facilities 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 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.

**(4). Industrial Hygiene.**

Worker exposure to chemical, biological and physical agents is to be identified, evaluated, and controlled. Engineering or administrative controls must be used to control overexposures. When hazards cannot be adequately controlled by such means, worker health is to be protected by appropriate personal protective equipment programs.

**(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 Suppliers or their 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, 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 training in their primary language. Health and safety related information shall be clearly posted in the facility.

**C. ENVIRONMENTAL**

Suppliers recognize that environmental responsibility is integral to producing world class products. In manufacturing operations, adverse effects on the community, environment and natural resources are to be minimized while safeguarding the health and safety of the public. Recognized management systems such as ISO 14001 and the Eco Management and Audit System (EMAS) were used as references in preparing this Code and may be a useful source of additional information.

The environmental standards are:

**(1). Environmental Permits and Reporting.**

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.

**(2). Pollution Prevention and Resource Reduction.**

The use of resources and generation of waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

**(3). Hazardous Substances.**

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.

**(4). Wastewater and Solid Waste.**

Suppliers shall implement a systematic approach to identify, manage, reduce, and responsibly dispose of or recycle solid waste (non-hazardous). Wastewater generated from operations, industrial processes and sanitation facilities are to be characterized, monitored, controlled and treated as required prior to discharge or disposal. In addition, measures should be implemented to reduce generation of wastewater. Suppliers shall conduct routine monitoring of the performance of its wastewater treatment systems.

**(5). Air Emissions.**

Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, routinely monitored, controlled and treated as required prior to discharge. Suppliers shall conduct routine monitoring of the performance of its air emission control systems.

**(6). Materials Restrictions.**

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.

**(7). Storm Water Management.**

Suppliers shall implement a systematic approach to prevent contamination of storm water runoff. Suppliers shall prevent illegal discharges and spills from entering storm drains.

**(8). Energy Consumption and Greenhouse Gas Emissions.**

Energy consumption and greenhouse gas emissions are to be tracked and documented, at the facility and/or corporate level. Suppliers are to look for cost-effective methods to improve energy efficiency and to minimize their energy consumption and greenhouse gas emissions.

**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 are to 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. All business dealings should be transparently performed and accurately reflected on Supplier's business books and records. Monitoring and enforcement procedures shall be implemented to ensure compliance with anti-corruption laws.

**(2). No Improper Advantage.**

Bribes or other means of obtaining undue or improper advantage are not to be promised, offered, authorized, given, or accepted in order to obtain or retain business, or direct business to any person, or otherwise gain an improper advantage. Suppliers shall not, directly or indirectly, by itself or through a third party, offer to ASE personnel any undue or improper advantage, including but not limited to invitation to feasts, entertainments, tips, meals, travel expenses, bribes, kickbacks, commissions or other improper favors. Suppliers shall not deceive, coerce, or use any devious scheme to cause ASE personnel to accept and/or jointly make up false bargain materials, or to improperly reveal business information that could affect trading price or trading conclusion, or to breach his/her duties to ASE or undertake any other behavior which would cause detriment to ASE. At the same time, Suppliers undertakes to actively resist and notify ASE of any bribes requested or accepted by ASE personnel. If Suppliers become aware of any ASE personnel's request that is unreasonable and improper, or any unethical behavior, Suppliers undertakes to inform the superior of ASE personnel to report on such request or unethical behavior. Supplier may report on an anonymous basis and an anonymous whistleblower shall however provide specific facts to assist ASE in the investigation.

**(3). Disclosure of Information.**

Information regarding Supplier 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 is unacceptable.

**(4). Intellectual Property.**

Intellectual property rights are to be respected; transfer of technology and knowhow is to be done in a manner that protects intellectual property rights; and, customer information is to be safeguarded.

**(5). Fair Business, Advertising and Competition.**

Standards of fair business, advertising and competition are to be upheld. Appropriate means to safeguard customer information must be available. Suppliers shall be in compliance with all applicable antitrust laws, and shall not engage in collusive bidding, price fixing, price discrimination, or other unfair trade practices in violation of antitrust laws.

**(6). Protection of Identity and Non-Retaliation.**

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

**(7). Responsible Sourcing of Minerals.**

Gold, tin, tantalum and tungsten used for, or incorporated in the products provided by Suppliers to ASE are sourced from a smelter or refinery that has been certified as conflict-free smelter by a industrially recognized organization, such as the Conflict-Free Smelter Program. Suppliers shall adopt a policy to reasonably assure that the gold, tin, tantalum and tungsten used for, or incorporated in the products they supply does not finance, or benefit criminal armed groups, directly or indirectly, that commit serious abuse of human rights in the Democratic Republic of the Congo or an adjoining country (“**Conflict-Free Minerals**”). Suppliers shall exercise due diligence on the purchasing and chain of custody of these minerals, and shall comply with ASE Group Corporate Policy for Conflict Minerals and provide information relevant to the due diligence upon ASE’s or its customers’ request. If any goods supplied by Suppliers contain minerals that are not Conflict-Free Minerals (“**Conflict Minerals**”), Suppliers agree to promptly notify ASE of the presence of such Conflict Minerals. For ASE Group Corporate Policy for Sourcing Conflict Minerals, please refer to ASE Group official website: <http://www.aseglobal.com/en/Csr/SupplyChainDevelopment.asp>

**(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). Avoidance of Conflicts of Interest.**

Any suspected conflicts of interest involved in the business activities between ASE and Supplier shall be avoided. Suspected conflicts of interest include, but not limited to, situations where an ASE's employee or his/her close relative (parent, child, spouse or sibling) is employed by Suppliers, or owns significant investment interest in Suppliers. Any unnecessary or over frequently social activities between Suppliers and the counterpart from ASE might possibly constitute a concern with, or appearance of conflicts of interest. Therefore, any contact between Suppliers and ASE's personnel shall observe the discipline for general business activities, and any conflicts of interest shall be reported to ASE immediately once existed. If Suppliers become aware of any potential conflict of interest, Suppliers shall report such incident immediately to ASE and take appropriate measures to prevent any possible improper conduct that could be possibly resulted therefrom.

**(10). Comply with Import and Export Laws.**

Suppliers shall acknowledge and comply with any and all laws and regulations related to the importation, exportation and transportation of products that are delivered to, or on behalf of ASE, including laws and regulations on the export control or customs adopted by the country where the goods are originally exported, laws and regulations on the import and customs adopted by the country of destination, payment for custom duties or other mandatory taxes required by laws, and laws and regulations on local transportation. Operation procedures and training should be provided by Suppliers to their employees, suppliers, contractors, services providers and subcontractors to ensure their compliance with the foregoing laws and regulations.

**(11). Confidentiality Obligations.**

Suppliers undertakes that any and all unpublished information (including information of ASE or ASE's customers), whether in any form or through any medium, tangible or intangible, explicitly classified as confidential, restricted, or others with similar meaning related to ASE's operations, production, sales,

research and development, finance and management that is accessed, possessed or acquired by, or known to Suppliers in the process of business discussion, conclusion of contract or performance, shall be treated by Suppliers as confidential information. Suppliers undertake to strictly observe the confidentiality obligations, and shall never publish, reveal, leak or distribute confidential information to any 3rd party. Suppliers and their employees shall observe ASE's regulations on access and security management, including but not limited requirements of arrival time, route and location, and prohibition against photograph-taking, voice/video-taping, steal or smuggling of information and documents, and overtime, lingering or overnight stay. Suppliers and their employees also agree to be subject to the surveillance and inspection by security guards or other relevant personnel of ASE.

**(12).Honesty and Commitment Fulfillment.**

Suppliers warrant that any and all information and documents provided to ASE in the process of business discussions, conclusion of contract or performance, including but not limited to company registration records (special permission for operation included), company certificates, profile of company and its individuals, residence, product information, specifications, quality, service standards, commercial instruments, and warranties and limitation of rights thereof are true and correct in all aspects, and are not false, cheating or falsified . If there is any change of the documents, Suppliers shall notice ASE as soon as possible within a reasonable time, and shall implement principles of good faith at all times throughout the performance of business contract.

**E. MANAGEMENT SYSTEM**

Suppliers shall adopt or establish a management system whose scope 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 Suppliers' operations and products; (b) conformance with this Code; and (c) identification and 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.**

A corporate social and environmental responsibility policy statements affirming Suppliers' commitment to compliance and continual improvement, endorsed by executive management and posted in the facility in the local language.

**(2). Management Accountability and Responsibility.**

Suppliers 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 system on a regular basis.

**(3). Legal and Customer Requirements.**

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.**

A process to identify the legal compliance, environmental, health and safety and labor practice and ethics risks associated with Supplier's operations. Determination of the relative significance for each risk and implementation of appropriate procedural and physical controls to control the identified risks and ensure regulatory compliance.

**(5). Improvement Objectives.**

Written performance objectives, targets and implementation plans to improve the Suppliers' social and environmental performance, including a periodic assessment of Suppliers' performance in achieving those objectives.

**(6). Training.**

Programs for training managers and workers to implement Suppliers' policies, procedures and improvement objectives and to meet applicable legal and regulatory requirements.

**(7). Communication.**

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

**(8). Worker Feedback and Participation.**

Ongoing processes to assess employees' understanding of and obtain feedback on practices and conditions covered by this Code and to foster continuous improvement.

**(9). Audits and Assessments.**

Periodic self-evaluations to ensure conformity to legal and regulatory requirements, the content of this Code and customer contractual requirements related to social and environmental responsibility.

**(10). Corrective Action Process.**

A process for timely correction of deficiencies identified by internal or external assessments, inspections, investigations and reviews.

**(11). Documentation and Records.**

Creation and maintenance of documents and records to ensure regulatory compliance and conformity to company requirements along with appropriate confidentiality to protect privacy.

**(12). Supplier Responsibility.**

A process to communicate this Code's requirements to suppliers and to monitor suppliers' compliance with this Code.