

Sysgration Group Code of Conduct

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Code of Conduct

(Translation)

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The Sysgration Group Code of Conduct (referred to as the “Code” hereunder) is established and promulgated to help Sysgration Group achieve better work performance, provide better products to customers, and observe laws and code of ethics, as well as uphold the Company’s assets, interests, and image and contribute to the sustainable operation and development of Sysgration Group:

1. Scope of Application and Ground Rules

- 1-1 The Code applies to all members (including board of director members, supervisors, managers and employees) (collectively referred to as “Sysgration Members” hereunder) of Sysgration Ltd., its affiliated companies, and subsidiaries (referred to as the “Sysgration Group” hereunder).
- 1-2 As Sysgration Group has extended across the globe, in order to make supplements to the Code, affiliated companies and subsidiaries of Sysgration may establish and supplement more stringent policies and standards in accordance with discrepancies between different local regulations.
- 1-3 Sysgration Members shall observe all applicable laws and Company policies, and follow the principles of “Integrity, Passion, Commitment and Innovation” and “Green Environment”. Sysgration Members shall observe all regulations promulgated by Sysgration Group, including employment contracts, the Code, working rules, information security policies, and others. It is the obligation of all Sysgration Members to carefully read, understand and observe the Code and its modifications thereof. Sysgration Group reserves the right to interpret, modify, or delete the entire or partial Code, Company policies, and other regulations. If there is any question or thoughts concerning the application of the Code, Sysgration Members should seek explanations from their direct superior or head of the human resources department.

2. Conflict of Interest

- 2-1 Conflict of interest refers to personal activities or investments of Sysgration Members that may interfere with their judgment for the execution of work, or where Sysgration Members fail to act based on the interests of Sysgration Group.
- 2-2 Sysgration Members shall recommend talents based on the interests of Sysgration Group, and shall not be affected by personal relationships. A Sysgration Member shall not be in the same unit or have supervisor- subordinate relationship with spouse, parent, children, relatives

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within the second degree by blood and marriage, or other personnel with close relationships (collectively referred to as “relatives and friends with close relationships” hereunder).

Employment decisions (including performance appraisal, employment, allowance, probation, promotion, or others.) shall be made based on qualifications, performance, skills, and experience.

The following relationships are within the second degree relative by blood and marriage:

First Degree Relative by Blood: father, mother, children

First Degree Relative by Marriage: spouse, father-in-law, mother-in-law,
son-in-law, daughter-in-law

Second Degree Relative by Blood: grandfather, grandmother, sibling,
grandson, granddaughter

Second Degree Relative by Marriage: sister-in-law, brother-in-law,

2-3 Unless it is with the prior approval of the unit head, Sysgration Members are prohibited from operating, undertaking or investing in enterprises that engage in the same or similar businesses as those of the Sysgration Group under their own or other’s name (including relatives and friends with close relationships, people with the third degree of relative by blood, proxies, partnerships, or other representatives), nor shall any Sysgration Members act concurrently as an employee, nominee, consultant, or work in other capacities at another company that competes with Sysgration Group.

However, observe the requirements provided in employment contracts or other investment ratios for Sysgration Members provided.

2-4 Sysgration Members should stay alert to avoid potential conflicts of interest and shall not engage in any business, investment or activity that could impact the interests or interfere with the business of Sysgration Group.

Conflict of interest includes but is not limited to (i) using Company property or abusing one’s own position inside the Company for personal gain; (ii) transferring the resources or interests of the Company to oneself or friends/families;(iii) negotiating or engaging in transactions for oneself or friends/families that is diverse to the interests of Sysgration Group.

2-5 Sysgration Members shall not take advantage of their position inside the Company to recommend, sell, or act as an intermediary to introduce products or services not provided by Sysgration Group for personal gain.

2-6 If a Sysgration Member has any question over whether the business, investment or activity he/she engages or plans to engage in constitutes a conflict of interest, such Sysgration Member should disclose it to their direct superior for obtaining the approval from the head of the unit, and notify the head of the human resources department in a written report before the investment or activity.

3. Receiving Gifts and Entertainment

Sysgration Members shall observe the Code when conducting business dealings with Company customers, suppliers, partners or other business- related third parties (collectively referred to “Business-related Third Parties”).

3-1 Sysgration Members shall observe laws/regulations, customary business practice and business etiquette when communicating with Business- related Third Parties.

3-2 Sysgration Members shall not, actively or passively, directly or indirectly, receive, commit or solicit any inappropriate interests, in their names or others’, or behave in any way that is in the breach of good faith, illegal or in breach of fiduciary duties (referred to as “Dishonest Behaviors” hereunder). The “Interest,” as mentioned in the Code, means anything of value, including monetary compensation, gifts, commission, position, services, discounts, and kickbacks, in whatever form or name. However, the Interest does not include those within reasonable normal social practices, on an occasional basis, and without the possibilities to affect specific rights that satisfy the following:

- (1) It is made under local courtesy, customary business practices and during the course of domestic or overseas visits, receiving guests or visitors, business promotion and communication and coordination, as part of the business etiquette.
- (2) It is on the basis of normal social practices, business purpose or relationship promotion to attend or invite others to attend normal social activities.
- (3) It is required as part of the business operation to attend certain specific business activities, factory visits, and such, of which the expenses allocation, the number of participants, level of accommodation and duration have been reported to the direct superior in advance.
- (4) In the event of gifts for normal social purposes, in principle, such gifts shall not exceed three thousand New Taiwan Dollars, and gifts received from the same giver within the same year shall be limited to five thousand New Taiwan Dollars.

3-3 Sysgration Members shall report to their direct superiors in the event of receiving gifts or interests. Such gifts or interests shall be returned if their direct superiors determine that such receipt is inappropriate or is not in compliance with customary business practice. If a Sysgration Member has any question over the acceptance of a gift or anything of value (including meals, travel, and entertainment), he/she should first consult the opinion of his/her direct superior before the acceptance to avoid controversy.

4. Business Integrity

4-1 Sysgration Members shall not bribe the competent authorities or other government officials.

"Bribe" refers to giving or offering valuable items or interests to government officials for the purposes of obtaining or maintaining business, affecting business or non-business decisions made by government officials, or for obtaining business interests, such as monies, gifts, commissions, employment opportunities, discounts, rebates, entertainment, and others, regardless of observing local practice, customs, or expanding Company business.

4-2 Bribery is criminal behavior that may result in material punishments. Sysgration Members shall observe all applicable requirements related to anti-bribery and corruption (including relevant laws in the countries where they work/or other countries).

4-3 Sysgration Members shall observe all applicable requirements related to anti-money laundering. If the location/nation where Sysgration Group operates has established laws in relation to cash reporting or other suspicious transactions, Sysgration Members shall observe such laws.

5. Business Operation with Integrity

5-1 Before establishing business relationships with others, Sysgration Group shall evaluate the legitimacy, integrity, and operational policy of the agents, suppliers, customers or any other business dealing entities, and whether there are any records of dishonesty, to ensure such entities' business operation is with integrity, transparent, and will not demand, offer or receive bribes.

In making the above evaluation, Sysgration Group may conduct appropriate audit procedures to evaluate its business dealing entities on the following subjects to understand its integrity and operation:

- (1) Such entity's nationality, place of operation, structure, operational policy and place of payments.
- (2) Whether or not such entity has established any policy on business integrity, and, if so, its implementation.
- (3) Whether its place of operation is in a country with a high risk of corruption.
- (4) Whether its business is operated in a business sector with a high risk of bribes.
- (5) Such entity's long-term business operation and its goodwill.
- (6) Peer opinions from its trading partners.
- (7) Whether such entity has any record of bribes, illegal political donations or any other dishonest behaviors.

5-2 Sysgration Members, during the course of conducting business dealings, shall explain to the dealing entities Sysgration Group's policy on business integrity and other relevant rules and shall explicitly reject any offering, promise, demands or receipt, directly or indirectly, in whatever form or name, of illegitimate interests, including kickbacks, commission, or facilitation payments, nor offer or receive any illegitimate interests through any other means.

5-3 Sysgration Members shall refrain from conducting any business transactions with any dishonest agents, suppliers, customers or other business dealing entities. Once any dealing entity is found with dishonest behaviors, the Company employees shall immediately stop any business interactions with such an entity and categorize it as a dishonored account in order to implement the Company's policy on business integrity.

5-4 When dealing with others, Sysgration Group shall fully understand the counterparty's policy on business integrity and endeavor to include the compliance of business integrity as part of the contractual terms as follows:

- (1) Each party shall immediately notify the other party, in the event of being aware of any of its members breaching any contractual terms which prohibit kickbacks, omissions or any other interests, and shall disclose the identity of such members, the method of providing, promising, demanding or receiving of money or other interests and the amount thereof, and shall provide relevant evidence to the other party and cooperate in the investigation of the other party. Such party shall be entitled to indemnification in the event of any damage or loss.
- (2) Each party may immediately terminate or cancel the contract without cause if the other party engages in any dishonest behaviors in the performance of business activities.

6. Political Donations, Political Participation, and Charitable Donations

6-1 Making political donations in the name of Sysgration Group to any political parties, groups or candidates shall be in compliance with the Political Donations Act and relevant internal operation procedures. Making political donations in the name of an individual shall be in compliance with the Political Donations Act and relevant internal operation procedures; additionally, Sysgration Members shall be aware of the possibilities of obtaining business interests or transactional advantages. If so, except for obtaining the approval from the head of the unit, it is prohibited.

6-2 Sysgration Members shall not use the name or assets of Sysgration Group, including facilities, equipment, or trademarks, to carry out personal political activities or seek political interests. Sysgration Members shall be aware of their personal behavior when participating in any political activities to avoid giving impressions or causing misunderstanding to the public that Sysgration Group may support any prospective candidates, campaign, or issue, or providing an endorsement thereof.

6-3 Sysgration Members shall comply with the Company's rules in making legitimate charitable donations or sponsorships in the name of any company of Sysgration Group.

7. Insider Trading

7-1 Insider information means any information that could affect the trading decisions of prudent investors on certain securities or affect the market price of a certain company's securities.

7-2 Conduct of using insider information to trade stock or other securities is illegal. Transmitting or disclosing insider information to others to allow others to trade stock or other securities pursuant to the information is also illegal. Common insider information includes unpublished information on the market, unpublished sales or revenue information, future gains or losses, significant events or news (i.e., restructuring, merger, or changes in the management), or others.

7-3 If Sysgration Members acknowledge insider information in relation to Sysgration Group or suppliers or partners of Sysgration Group, Sysgration Members shall not, directly or indirectly, carry out stock or securities transactions of the company, or disclose such information to allow others to carry out the abovementioned transactions. Restrictions on carrying out indirect transactions include transactions carried out by any person cohabited with Sysgration Members or economically dependent on Sysgration Members.

7-4 The financial and business transactional information of companies under Sysgration Group are trade secrets and insider information, which shall not be disclosed so that shareholders' interests are not affected.

8. Fair Competition

8-1 Sysgration Members shall observe requirements under the competition law, the fair trade act, and the anti-trust laws of different nations, and shall not offer, induce, agree on, or engage in joint conduct of any joint pricing, market monopoly, agreement on resale price, prevent others from competition, and unlawful restrictions with other companies, customers, distributors, and suppliers having a competitive relationship with Sysgration Group, or engage in conduct that restricts competition or hinders the fair competition by means of threats, bribery, or other dishonest methods.

8-2 If the competing companies participate in the businesses or institutions of exhibitions, seminars, industrial associations or alliances, or standard- setting groups, Sysgration Members shall be aware of their behaviors when interacting with such companies, and avoid giving the public impressions of Sysgration Group arriving at an agreement with competitors; in particular, a Sysgration Member shall in no circumstances discuss sensitive information with competitors regarding prices, sales terms, regions, customers, competitive bids, product lines, services provided, quantities, costs, profits, market shares, salaries, and employment processes. If the meetings participated in by the Sysgration Members involve any of the above topics, if possible, the Sysgration Members shall immediately propose an objection, form a record of the objection, and leave the venue.

8-3 If a Sysgration Member finds oneself, colleagues or competing companies have violated any requirements under the competition law, the fair trade act, or the anti-trust laws of different nations, the Sysgration Member shall report to the head of the unit immediately to adopt relevant countermeasures. Where a Sysgration Member violates laws and regulations of fair trade due to his/her own conduct, the Sysgration Member shall be held legally responsible and shall compensate Sysgration Group for the damages incurred thereof.

9. Trade Secrets, Intellectual Property, and Confidential Information

9-1 "Confidential Information" refers to data and information, directly or indirectly, received, contacted, acknowledged, formed, created, or developed by Sysgration Members during the employment period due to the usage of equipment, technology, or resources of Sysgration Group or position, or those being marked with text of "Confidential" or other similar texts and declared as confidential, regardless whether such declaration is made in writing, whether it is completed, or whether it may be applied or registered for patent or other intellectual properties. For example:

- (1) Data or information concerning production, marketing, procurement, pricing, business, finance, and personal affairs, data regarding the requirements of existing and potential customers, as well as the employees, customers, suppliers, and distributors of Sysgration Group, and other data in relation to operating activities and methods of Sysgration Group.
- (2) Product formula, design, and all related documents.
- (3) Findings, concepts, and ideas, such as research and development plans, procedures, formulas, creations, and equipment or knowledge, technologies, know-how, designs, diagrams, and instructions.
- (4) Other matters or data in relation to the operating or other activities of Sysgration Group and that general persons engage in similar business or activities may not acknowledge.
- (5) All ideas derived from contacting or acknowledging all data or information above.
- (6) Other trade secrets prescribed under Article 2 of the Trade Secrets Act.

9-2 Sysgration Members shall keep confidential information of Sysgration Group confidential and shall not deliver, inform, transfer, or disclose to third parties in any methods or announce to the public without receiving prior consent in writing from Sysgration Group or duly carrying out Sysgration Members' duties, and shall not utilize or use such information for oneself or third parties. This provision remains effective after the termination of employment.

9-3 All Sysgration Members should adopt proper protective measures, including those described below, for trade secrets and confidential information known by them or under their charge through their employment with Sysgration Group:

- (1) Have a confidentiality agreement signed before disclosing with authorization any trade secret or confidential information to a third party, and mark "Confidential" or use other text markings with similar meaning on the confidential data.
- (2) Faithfully observe the clauses in the employment agreement and relevant Company requirements of the Company's Procedures for Trade Secrets and Confidential Information Protection Keys and Management, and Global Information Security Policies.
- (3) Adopt necessary and reasonable protective measures to prevent access to such trade secrets or confidential information by unauthorized persons.
- (4) Trade secrets or confidential information shall only be disclosed to other Sysgration Members that are required to know such information.

9-4 Without the written authorization from the ex-employer of Sysgration Members or other parties, when Sysgration Members perform their duties in Sysgration Group, the Sysgration Member shall not quote or use any confidential information that belongs to the ex-employer of Sysgration Members or other parties. Also, Sysgration Members guarantee that they will not disclose confidential information of other parties to Sysgration Group or any third party.

9-5 For confidentiality obligations of Sysgration Group to third parties, Sysgration Members also agree to undertake the equivalent obligations as Sysgration Group. Sysgration Members will exert maximum due care for obligations and protection to trade secrets or confidential information of third parties to avoid matters of default. This provision remains effective after the termination of employment.

9-6 Regarding the information (whether confidential or not) of Sysgration Group or third parties with business relationships held by Sysgration Members during their employment, Sysgration Members shall return such information to Sysgration Group upon departure, and shall not destroy, alter, or keep such information.

9-7 Except for Sysgration Group or the owner of the confidential information announcing to the public regarding such confidential information, the aforesaid confidentiality obligation does not end when a Sysgration Member leaves his/her job.

9-8 Sysgration Members may only search for and save information required by their work within the scope of their duties, and they shall manage relevant information in a secure manner according to the file management requirements of Sysgration Group within its validity period.

9-9 Sysgration Members shall make use of Sysgration's trademark, company name, business title, logo or slogan (collectively, the "Sysgration Trademarks") according to Sysgration's relevant regulations. Without consent from Sysgration, Sysgration Members may not use Sysgration Trademarks on non- Sysgration products or services, or for their own interests

or authorize others to use Sysgration Trademarks. Sysgration Members may not use trademarks which are not legally authorized on products or services of Sysgration Group.

- 9-10 Sysgration Members may not, in person or procure others to, propose objection, cancellation, or argue for the efficacy of Sysgration Trademarks in any country, or, in person or procure others to, use, apply for, or register any trademark or company name equivalent or similar to Sysgration Trademarks on any goods or services in any country.
- 9-11 Sysgration Members shall duly comply with laws in relation to intellectual property, and the Company's Procedures for Patent Management and other requirements related to the intellectual property of Sysgration Group, including relevant regulations and standard procedures for application, litigation, and assets protection.
- 9-12 Sysgration Members are prohibited from obtaining the trade secrets or confidential information of others through spying, theft, coercion, enticement or other illicit means, or in any way stealing, plagiarizing, or taking possession of other's papers, works, research reports, patents, proprietary technology, design drawings or other technological findings that result in the infringement of other's intellectual property rights.
- 9-13 All inventions, creations, technological findings, trade secrets and other intellectual properties conceived or generated by Sysgration Members during their employment with the Company and using Company resources belong to Sysgration Group. Sysgration Group may apply for intellectual property rights; Sysgration Members should render full assistance and cooperation in related procedures.
- 9-14 Sysgration Members shall not attempt to access other's networks, data, other accounts, or computer systems through hacking, password mining, stolen password or by any other means, or use unlicensed software.
- 9-15 Sysgration Members have the responsibility to comply with the Copyright Act or copyright-related regulations and shall refrain from copying, installing or using unlicensed software or work in the performance of their own or other Sysgration Members' assignments.
- 9-16 Unless with the consent or authorization of the copyright holder, Sysgration Members shall not at their own discretion reproduce, alter, reprint, adapt, extract, reverse engineer, or engage in other activities that infringe on the copyright of other's work in part or whole.
- 9-17 When releasing, publishing or making public news, information (including information of cooperation plans, strategic alliances, investment relationships, competition strategies with others), products or documents of Sysgration Group, Sysgration Members shall obtain the prior consent of the head of relevant departments and ensure that the release, publication or making public of such technology-related news, information, products or documents will not adversely affect the rights and/or interests of Sysgration Group or

infringe on the trade secrets of Sysgration Group.

9-18 Sysgration Members shall not make false statements or disseminate any false information that would tarnish the good name or business reputation of Sysgration Group, or make any false statement or disseminate false information that would tarnish other's names, during the course of performance of their duties.

10. Respect Personal Privacy

10-1 Sysgration Group collects different types of personal information of Sysgration Members according to the law, including personal identity verification information required to be provided by Sysgration Members or for Sysgration Group to process transactions, services, inquiries, or requests. Personal information collected and processed by Sysgration Group may be used for observing the requirements of laws or procure the effective business operations (such as processing matters requested by Sysgration Members, maintaining the relationship between Sysgration Group and Sysgration Members, helping Sysgration Group to maintain and improve the operation and service quality of Sysgration Group, and any other usages prescribed when collecting the personal information).

10-2 Sysgration Group may share the personal information of Sysgration Members with authorized personnel in connection with the above purposes. Sysgration Group may also disclose personal information of Sysgration Members to third-party suppliers (in particular, allowing suppliers to perform certain website services for Sysgration Group, such as web hosting or maintenance services). In principle, Sysgration Group will not disclose this type of personal information to any third party, with the exception that Sysgration Group will be required to disclose this type of personal information when it considers laws/regulations require it or to comply with the requirements of laws/regulations, including:

- (1) to comply with requirements of legal procedures or the government;
- (2) to prevent, investigate, or prosecute the criminal offense or attacks regarding the completeness of Sysgration Group's website or network technology;
- (3) to protect the rights, property or safety of Sysgration Group, website users, or the public.

Sysgration Group is a multinational corporation that possesses offices, affiliated enterprises, and suppliers in different jurisdictions. The protection of personal information upon international transmission shall be ensured through contracts, internal codes of conduct, or other protective mechanisms.

10-3 Sysgration Group shall preserve the personal information of Sysgration Members within the period permitted by the law and for the purpose of no more than collecting or processing personal information. Furthermore, Sysgration Group may delete such personal information

under the following circumstances:

- (1) when the personal information is not required for the original collecting or processing purposes;
- (2) when no legal basis or legitimate reason is available for the continual processing;
- (3) when it is to comply with legal obligations.

Sysgration Group will respect Sysgration Members' rights to delete and review the personal information and consult others within the scope permitted by the laws.

11. Diversity, Fair Employment Opportunity, and Respect

11-1 Sysgration Group provides equal working opportunities with no discrimination regarding ethnicity, nationality, region or social class, origin, lineage, religion, disability, gender, sexual orientation, pregnancy, family responsibilities, marital status, group membership, political affiliation, age, or other status protected by the local laws or laws of other countries.

11-2 Sysgration Group commits to employing qualified people with disabilities or the vulnerable, to establish a diversified environment that makes all Sysgration Members feel at ease, inclusive and that they have been treated equally.

11-3 To ensure that all qualified personnel have a chance to develop in Sysgration Group, Sysgration Group employs Sysgration Members via public employment channels.

12. Discrimination and Harassment Prohibition

12-1 Sysgration Members shall perform their duties with respect, and shall not resort to violence or other illegal conduct regarding their duties.

12-2 Harassment includes hurting others or affecting their work performance by way of behaviors, language, and written texts, or making them feel scared and disgusted, or establishing a bullying, hostile, or aggressive working environment.

12-3 Sysgration Members shall not take advantage of the business to engage in abnormal relationships with customers, suppliers, and partners, or other Sysgration Members, or engage in harassment (including sexual harassment), discrimination (including race, gender, disability, or religious discrimination), theft, threats, or other illegitimate conduct.

13. Environment, Health, and Safety of Working Premises

13-1 Sysgration Group attaches great importance to the health and safety of employees and has established procedures to ensure the working environment achieves the standards required by all relevant regulations, ensuring the safety at work for employees.

13-2 Sysgration Members shall observe and comply with health and safety laws and regulations on the company premises. Moreover, Sysgration Members shall comply with health and

safety requirements and practices of third- party venues. Sysgration Members shall also comply with the health and safety requirements of customers or when working on their premises or in their venues. When customers, suppliers, partners, contractors or third parties visit the location of Sysgration Group, Sysgration Members shall explain to them the applicable requirements for safety and health.

13-3 If there is suspicion regarding the following circumstances at the workplace or in the market, Sysgration Members shall report to their direct superior and health and safety officers immediately:

- (1) Being asked to engage in unsafe work.
- (2) Being asked to engage in work that one has never received related training and may cause harm to oneself or others.
- (3) Found others engaging in unsafe work.
- (4) Unsafe vehicles, equipment under operation, or working premises.
- (5) Injuries, sickness, or emergencies that occur at the working premises, including false alarms.
- (6) Other health and safety issues.

14. Using Company Resources

14-1 Sysgration Group provides working premises, furniture, stationery, office equipment, and information technology resources to Sysgration Members to help the work of Sysgration Members. Sysgration Members shall duly manage and carefully use and maintain such resources, and avoid losses, damage, waste, misappropriation, or illegal usage of such resources.

14-2 Sysgration Members shall make the best of Sysgration Group's resources to maximize the interests of Sysgration Group. Unless permitted by Sysgration Group, Sysgration Members may not use Sysgration Group's resources to engage in conduct irrelevant to the business or violate the interests of Sysgration Group.

14-3 Sysgration Members are obliged to ensure the accuracy and completeness of information and records (including account books, receipts, records, entries, capital, and assets) owned, collected, used, or managed by themselves, and may allow the transactions and business dealings of Sysgration Group to be reflected appropriately and accurately in compliance with the relevant accounting standards and codes of conduct.

14-4 Sysgration Group will not allow the existence of undisclosed or unrecorded capital or assets, and it is forbidden to prepare false or misleading statements or records in the records, entries, financial statements, or other documents, or intend to conceal or disguise the actual transaction circumstances of the Company.

Sysgration Members shall avoid adding any information that is intended to conceal, mislead,

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or disguise the financial or non-financial transactions, results, or actual balances in the account books or records of the Company.

14-5 Shall there be occurrences of quality defects or recalls regarding products of Sysgration that have exceeded the scope of general warranty or return material authorization (RMA) with significant influence, Sysgration Members shall notify the local legal affairs department immediately and sign or negotiate the compromise contracts, or agree with customers or pay compensation or discounts to customers, or arrive at compensation or reconciliation agreements with a third party (such as the supplier) after receiving consent from the legal affairs department.

14-6 When Sysgration Members are participating in any contract negotiations on behalf of Sysgration Group, Sysgration Members shall ensure that they understand and observe the signing authorization regulations and relevant policies of Sysgration Group, and only carry out negotiations within the authorization and business scope of the member granted by Sysgration Group, and the member shall also obtain all required approvals.

15. Compliance with Environmental Protection Rules

15-1 Sysgration Members should understand Sysgration Group's mission of “Green Environment” and related policies, and comply with laws/regulations and Company rules, receive related training, and implement the product design or plant operation in coordination with relevant internal management systems.

15-2 When discovering problems during work that constitute a violation of environmental regulations, or if there are suspicions of such violations, Sysgration Members should proactively reflect the problem to their direct superior or relevant units.
Sysgration Members should also offer opinions or ideas for the reference of the Company.

15-3 Sysgration Members shall promote the policies and practices of Sysgration Group among the supply chain of Sysgration or other stakeholders of Sysgration and communicate those matters periodically to make continuous improvements and achieve the optimal results.

16. Training, Propagating, Discipline and Whistleblower Channels

16-1 Sysgration Group shall disclose its policy on business integrity in the internal rules, annual reports, Company website, and other marketing materials and when appropriate, in the activities open to the public to ensure Sysgration Group’s suppliers, customers or any other business-related third parties fully understand Sysgration Group’s policy on business integrity and its rules.

16-2 Sysgration Group shall offer education and training for the implementation of the Code, allowing all Sysgration Members to understand the Code. Sysgration Group shall provide

education and training for all employees upon joining and periodically.

16-3 Companies under Sysgration Group shall conduct investigations into the specifics of events upon discovering or receiving reports on any allegation of Sysgration Members' dishonest behaviors. Relevant members shall cooperate in such investigations and provide relevant information. If it is proven and confirmed that any Sysgration Member has violated the law/regulations or the Code, Sysgration Group may, in view of the severity of the violation, mete out one or multiple disciplinary actions as described below and in accordance with the applicable local work rules, and may hold the violating employee accountable pursuant to the local civil and/or criminal laws.

- (1) Issue a warning as reprimand and request that such breach of conduct is immediately ceased.
- (2) Require the violating employee to receive training and testing of the Code again.
- (3) Record a warning or demerit against the violating employee.
- (4) Deduct performance bonus or employee bonus, demotion or dismissal from employment.
- (5) If the violation is of significant severity, Sysgration Group may terminate the employment agreement in accordance with the labor acts in each region and the provisions of the employment agreement.
- (6) If the direct superior of the violating employee is found slack in supervision or was aware of the violation but decided to cover for the violator or not to report the matter, the superior will, in view of the severity of the situation, be subject to a warning, demerit or dismissal from employment.

16-4 All Sysgration Members have the obligation to report the matter to any of the following persons/units below when they find that another Sysgration Member may be involved in activities that violate the law or the Code.

Scope of Application	Reporting Channel
Employees and Other External Stakeholders	Tel : (02) 2790-0088 #1830 Mailbox : opinion@sysgration.com

16-5 Investigation and confidentiality:

Sysgration Members or external parties shall specify the information of the reporting party on the reporting letter when reflecting or reporting the act of violation of another member. You can choose to be anonymous, but you are encouraged to provide your name for communication and investigation. The handling unit for the reporting shall exert strict confidentiality regarding the above-mentioned information, and only when required by the investigation may it disclose such information to designated personnel, and it will adopt reasonable preventive and protective measures to avoid the reporting party encountering retaliation or improper treatment.

17. Implementation

The promulgation and amendment of the “Code of Conduct” shall be approved by General Manager of Sysgration Ltd..