Supplier Social Responsibility and Ethics Agreement 供應商社會責任承諾書

A. General (總則)

To ensure ViewSonic Corporation's collaborative supplier ("Supplier") will provide good product, establish clean and fair trade business, and encourage the good partnership, the supplier promise all business activities will conform with SA8000/RBA/ISO 45001 Standard and with the local law, and shall comply with fair competition, honest trade, incorruptible operation, and actively execute social responsibility.

為確保優派股份有限公司之合作廠商(以下簡稱"供應商"),能提供良好產品、建立純淨及 公平的交易環境,並促進彼此間良好之合作關係,供應商在此承諾所有企業活動均在符合 SA8000/RBA/ISO 45001 國際與當地法律法規的規範內進行,並遵守公平競爭、誠信交易、 廉潔經營,並積極履行社會責任。

B. Labor (勞工)

- The supplier shall ensure the indemnification of all personnel's laborer rights and interests and shall treat all personnel with dignity and respect. The supplier shall not engage in or tolerate the use of corporal punishment, mental or physical coercion or verbal abuse of personnel. No harsh or inhumane treatment is allowed and ensure to compliance accountability for the SA8000/RBA/ISO 45001 Standard.
- 供應商應當承諾保障全體員工之勞工權益 給予所有員工尊嚴與尊重 不予許以粗暴 非人道方式對待員工且承諾遵守 SA8000/RBA/ISO 45001 要求。

C. <u>Child Labor (童工)</u>

- C1) The supplier shall not engage in or support the use of child labor. Child labor means any person under 15 years of age, unless the minimum age for work or mandatory schooling is higher by local law, in which case the stipulated higher age applies in that locality.
- C1) 供應商承諾不雇用童工。童工為任何 15 歲以下的人。如果當地法律所規定最低工作年齡或義務教育年齡高於 15 歲,則以較高年齡為準。

- C2) If the supplier has been found the use of child labor, the supplier shall establish, document, maintain and effectively communicate to personnel and other interested parties, written policies and procedures for remediation of child laborers, and shall provide adequate financial and other support to enable such children to attend and remain in school until no longer a child as defined above.
- C2) 一旦發現供應商使用童工,供應商應建立並紀錄關於救助兒童的書面政策及程序 文件,且應提供足夠財務及其他支持使之接受學校教育直到超過當地法規定義的童工 年齡為止。

D. Young Worker (未成年工)

- D1) The supplier may employ young workers, but where such young workers are subject to compulsory education laws, they shall work only outside of school hours.
- D1) 供應商可以聘用未成年工,但未成年工必須接受義務教育,只可以在上課以外的時間工作。
- D2) Under no circumstances shall any young worker's school, work and transportation time exceed a combined total of 10 hours per day, and in no case shall young workers work than 8 hours a day. Young workers may not work during night hours.
- D2) 在任何情况下未成年工的上課、工作和交通的累計時間不能超過每天 10 小時,
 且每天工時不能超過 8 小時,並禁止安排未成年工上晚班或夜班。
- D3) The supplier shall not expose children or young workers to any situations that are hazardous or unsafe to their physical and mental health and development in both inside or outside of the workplace.
- D3) 無論工作地點內外,供應商不得將童工或未成年工安置於對身心健康和發展有 危險或不安全的環境中。

E. Forced or Compulsory Labor (強迫或強制性勞動)

- E1) The supplier shall respect any personnel's freedom included free of overtime and employment termination.
- E1) 供應商需尊重員工自由權利,包括加班及離職等自由。

- E2) The supplier shall not engage in the use of forced or compulsory labor such as shall not retain original identification papers, shall not require personnel to pay 'deposits' to the supplier upon commencing employment, and shall not withhold any part of any personnel's salary, benefits, property or documents in order to force such personnel to continue working for the supplier. The supplier shall ensure that no employment fees or costs are borne in whole or in part by workers. Neither the supplier nor any entity supplying labor to the supplier shall engage in or support human trafficking.
- E2)供應商禁止採用任何限制勞動自由的行為,如收取抵押物、繳納押金、扣押員工 工資、個人身分證件、福利、限制員工出入廠區和強迫加班等情事發生,以迫使員工 在公司連續工作;亦不得基於剝削目的,強迫員工負擔全部或部分雇佣成本,或通過 使用威脅、武力、欺騙或其它形式的強迫行為進行人員雇用、運輸、收容或接收等販 賣人口行為。
- E3) Personnel shall have the right to leave the workplace premises after completing the standard workday and be free to terminate their employment provided that they give reasonable notice to their organization.
- E3)員工有權利在標準工作時間完成後離開工作場所。只要員工有按照合理的期限提前通知組織,員工可以自由終止聘用合約。

F. Work Hours and Remuneration (工時與薪酬)

F1) The supplier shall respect the right of personnel to a living wage and ensure that wages for a normal work week, not including overtime, shall always meet at least legal or industry minimum standards, or collective bargaining agreements (where applicable). Wages shall be sufficient to meet the basic needs of personnel and to provide some discretionary income. The supplier shall not make deductions from wages for disciplinary purposes unless the deductions from wages for disciplinary purposes are permitted by national law, and a freely negotiated collective bargaining agreement is in force that permits this practice.

F1) 供應商承諾薪資政策符合當地法律規定,不低於當地最低基本工資標準,而且滿 足員工基本需要並提供一些可隨意支配的收入。且供應商應當保證不以懲戒為目的而 扣減工資,除非是在國家法律允許或在一個有效力的自由協商的集體談判協議允許, 以扣減工資方法進行懲罰。

- F2) The supplier shall ensure that personnel's wages and benefits composition are detailed clearly and regularly to them in writing for each pay period. The supplier shall lawfully render all wages and benefits due in a manner convenient to workers, but in no circumstances in delayed or restricted forms, such as vouchers, coupons or promissory notes.
- F2)供應商應當向員工清楚解釋其工資和福利的組成並確認工資支付週期,定期向員 工以書面形式列明工資、待遇構成。且在任何情況下工資不能被推遲支付或以某些限 制形式支付,比如抵用券,優惠券或本票。
- F3) The supplier shall ensure comply with applicable laws and industry standard on working hours, breaks and public holidays. All overtime work shall be voluntary. The supplier shall not allow the overtime for expectant mothers, shall not exceed 12 hours per week, and shall not be requested on a regular basis. Personnel shall be compensated for overtime at the organization's premium rate or at a premium rate equal to prevailing industry standards, whichever is higher.
- F3)供應商應確保員工工作時間、加班時間符合 SA8000 或當地法律規定,加班需基於自願原則,且每周加班時間不得超過 12 小時,並不得安排孕婦加班,禁止強迫員工加班,也不可經常性加班,則加班費應當以組織規定的額外的倍率或根據普遍接受的行業標準中最高的那個標準來確定。
- F4) In cases where overtime work is needed in order to meet short-term business demand and the supplier is party to a freely negotiated collective bargaining agreement representing a significant portion of its workforce, the supplier may require such overtime work in accordance with such agreement.
- F4)如供應商與代表**眾多所屬員工的工人組織通過自由談判達成集體協商協議供應** 商可以根據協定要求工人加班以滿足短期業務需要。
- F5) The supplier shall not use labor-only contracting arrangements, consecutive short-term

contracts and/or false apprenticeship or other schemes to avoid meeting its obligations to personnel under applicable laws and regulations pertaining to labor and social security.

 F5) 供應商不應當採用純勞務性質的合同、連續短期合同、或虛假的學徒工方案,或 其它方案來逃避勞動法規、社會保障法規中所規定應對員工應盡的義務。

G. Freedom of Association & Right to Collective Bargaining (自由結社與集體談判權利)

- G1) The supplier shall respect this right and shall effectively inform personnel that they are free to join a worker organization of their choosing without any negative consequences or retaliation from the organization. The supplier shall not interfere in any way with the establishment, functioning or administration of workers' organization(s) or collective bargaining.
- G1) 供應商承諾尊重所有員工有權自由成立、參加和組織工會,並確實告知員工可以自由加入所選擇的組織,不會因此而有任何不良後果或受到公司的報復。供應商不應當以任何方式干涉該類工人組織或集體談判的建立、運作或管理。
- G2) In situations where the right to freedom of association and collective bargaining are restricted under law, the supplier shall allow workers to freely elect their own representatives. The supplier shall ensure that union members, representatives of workers and any personnel engaged in organizing workers are not subjected to discrimination, harassment, intimidation or retaliation for being union members, representative(s) of workers or engaged in organizing workers
- G2) 在自由結社和集體談判受到法律限制的形況下,供應商應允許工人自由選舉自
 己的代表並保證工會成員、工人代表和任何參與組織工人的員工不會因其相關活動受
 到歧視、騷擾、脅迫、報復或隔離。

H. Anti-discrimination (不歧視)

• H1) The supplier shall not engage in or support discrimination in hiring, remuneration, access to training, promotion, termination or retirement based on race, national or territorial or social origin, caste, birth, religion, disability, gender, sexual orientation, family responsibilities, marital status, union membership, political opinions, age or any other condition that could give rise to discrimination. The supplier shall not interfere with the exercise of personnel's rights to observe tenets or practices.

- H1)供應商在聘用、報酬、培訓機會、升遷、解職或退休等事務上,不得支持種族、 民族、區域或社會血統、社會等級、出身、宗教、身體殘疾、性別、性取向、家庭責
 任、婚姻狀況、團體成員、政治見解、年齡或其它任何可能引起歧視的情況,亦不得
 干涉員工行使其遵奉信仰和風俗的權力。
- H2) The supplier shall not subject personnel to pregnancy or virginity tests under any circumstances.
- H2) 供應商不得在任何情況下讓員工接受懷孕或其它任何與工作不相關的身體測 試。

I. Health & Safety (健康與安全)

- I1) The supplier shall provide a safe and healthy workplace environment and shall take effective steps to prevent potential health and safety incidents and occupational injury or illness arising out of, associated with or occurring in the course of work. It shall minimize or eliminate, so far as is reasonably practicable, the causes of all hazards in the workplace environment, based upon the prevailing safety and health knowledge of the industry sector and of any specific hazards.
- I1)供應商應當為員工提供安全與健康的工作環境,並應採取有效的措施防止潛在的健康和安全事故和職業傷害,或在工作的過程中發生的或引起的疾病。基於產業相關的安全與健康的知識以及特定的危害,只要是合理可行的,就應當減少或消除工作場所的所有危險因素。
- I2) The supplier shall assess all the workplace risks to new, expectant and nursing mothers including those arising out of their work activity, to ensure that all reasonable steps are taken to remove or reduce any risks to their health and safety.
- I2) 供應商應評估對孕婦和哺乳期婦女所在工作場合的風險,確保實施所有合理的措施來消除或減少任何對他們的健康和安全造成傷害的風險。
- I3) The supplier shall conduct periodic risk assessments for Health and Safety. Where hazards remain after effective minimization or elimination of the causes of all hazards in the workplace environment, the supplier shall provide personnel with appropriate personal

protective equipment as needed at its own expense. In the event of a work-related injury the supplier shall provide first aid and assist the worker in obtaining follow-up medical treatment. The supplier shall establish documented procedures to detect, prevent, minimize, eliminate or otherwise respond to potential risks to the health and safety of personnel.

- I3)供應商應當定期對健康安全風險進行評估並有效減少或消除了工作場所的所有 危害因素措施後依然存在的風險,對於預期風險有相應地管理計畫或安全管控措施, 以及緊急救助程序。且應當建立書面程序來檢測、預防、減少、消除或應對潛在會對 員工的健康和安全造成風險的因素。
- I4) The supplier shall provide to personnel, on a regular basis, effective health and safety training, including on-site training and, where needed, job-specific training. Such training shall also be repeated for new and reassigned personnel, where incidents have occurred, and when changes in technology and/or the introduction of new machinery present new risks to the health and safety of personnel.
- I4) 供應商應定期對所有員工提供有效的健康和安全培訓,並在需要的地方安排特定 工作訓練包含現場培訓。此類培訓應當為新員工及重新分配工作的員工在以下情況下 重複進行:事故重複發生的地點,當技術變化跟引進新設備會對員工的健康和安全造 成新的風險。
- I5) A Health and Safety Committee, comprised of a well-balanced group of management representatives and workers, shall be established and maintained. In cases where the union(s) does not appoint a representative or the organization is not unionized, workers shall appoint a representative(s) as they deem appropriate. Its decisions shall be effectively communicated to all personnel. The Committee shall be trained and retrained periodically in order to be competently committed to continually improving the health and safety conditions in the workplace. It shall conduct formal, periodic occupational health and safety hazards. Records of these assessments and corrective and preventive actions taken shall be kept.
- I5)供應商應建立和維護一個由管理者代表和工人平衡組合的健康安全委員會。在工 會未有指定代表或組織尚未成立的情況下,應當由工人指定一名合適的代表來參加。
 這些決策應當有效地傳達到所有員工。委員會成員應當參加培訓及定期的重新培訓以
 確保他們能供應商應當建立勝任並致力於不斷改善工作場所的健康和安全條件。應當

進行正式的、定期的職業健康安全風險評估來確定、解決當前和潛在的健康和安全危 害。這些評估,糾正預防措施的記錄應當妥善保存。

- I6) The supplier shall provide, for use by all personnel, free access to: clean toilet facilities, potable water, suitable spaces for meal breaks, and, where applicable, sanitary facilities for food storage.
- I6) 供應商應當為所有員工免費提供: 乾淨廁所設施, 飲用水, 適合的吃飯及休息空間, 在適用狀況下提供儲存食物的衛生設備。
- I7) The supplier shall maintain written records of all health and safety incidents that occur in the workplace and in all residences and property provided by the supplier, whether it owns, leases or contracts the residences or property from a service provider. The supplier shall ensure that any dormitory facilities provided for personnel are clean, safe and meet their basic needs, shall not allow any behavior that is threatening, abusive, exploitative or sexually coercive, including gestures, language and physical contact, in the workplace and in all residences and property provided by the supplier whether it owns, leases or contracts the dormitories from a service provider.
- I7) 供應商應當保留所有關於發生在工作場所裡,以及所有在供應商提供的住宅和物業中包含員工宿舍的健康和安全事故的書面記錄(無論是否為供應商所擁有、租賃或由合同服務商提供),供應商應當確保任何向員工提供的宿舍設施乾淨,安全並滿足員工的基本需求,且不得允許進行任何威脅、虐待、剝削、或性侵犯騷擾等行為。
- I8) All personnel shall have the right to remove themselves from imminent serious danger without seeking permission from the organization.
- I8) 無需向組織申請許可,所有員工都有權利使自己遠離即將發生的危及自身安全的 嚴重危險。

J. Management System (管理體系)

• J1) Senior management shall write a policy statement to inform personnel, in all appropriate languages, that it has chosen to comply with SA8000/RBA/ISO 45001 and

compliance accountability for the Standard shall solely rest with Senior Management. The Team shall include a balanced representation of SA8000/RBA/ISO 45001 worker representative(s); and management. These policies and procedures shall be effectively communicated and made accessible to personnel in all appropriate languages. The supplier shall maintain appropriate records to demonstrate conformance to and implementation of the SA8000/RBA/ISO 45001 standard.

- J1)供應商的高級管理層應當以適當的語言寫出政策聲明並通知所有員工,告知組織 已經選擇遵守 SA8000/RBA/ISO 45001標準要求並制定政策和程序,並完全承擔實現 標準合規性的責任且建立一個社會責任績效團隊來執行所有 SA8000/RBA/ISO 45001 的所有要求,此團隊應當由 SA8000/RBA/ISO 45001工人代表和管理人員代表均衡組 成,且有效地同所有員工溝通且讓他們有管道瞭解並保持適當的記錄以證明 SA8000/RBA/ISO 45001標準的實施及合規性。
- J2) These communications shall also be clearly shared with customers, suppliers, sub-contractors and sub-suppliers and request them to compliance accountability for the SA8000/RBA/ISO 45001 Standard and risk assessments. The suppliers', sub-contractors' and sub-suppliers' SPT shall conduct periodic written risk assessments to identify and prioritize the areas of actual or potential non-conformance to this Standard. Actions to address these risks shall be prioritized according to their severity or where a delay in responding would make it impossible to address.
- J2) 這些溝通也應當清晰地與其供應商和次級供應商進行分享並要求遵守
 SA8000/RBA/ISO 45001 標準且評估不合規帶來的重大風險,供應商的社會績效團隊
 應當對不符合此標準的實際或潛在項目進行定期書面風險評估並根據其嚴重程度以
 確定優先改善項目且進行監督和可追蹤記錄改善情況 確保這些重大風險項目被有效
 地解決。
- J3) The SPT shall effectively monitor workplace activities for compliance with this Standard; implementation of actions to effectively address the risks identified by the SPT; and for the effectiveness of systems implemented to meet the supplier's policies and the requirements of this Standard. It shall have the authority to collect information from or include interested parties (stakeholders) in its monitoring activities. It shall also liaise with other departments to study, define, analyze and/or address any possible non-conformance(s) to the SA8000/RBA/ISO 45001 Standard. The SPT shall also facilitate routine internal audits and produce reports for senior management on the performance and benefits of

actions taken to meet the SA8000/RBA/ISO 45001 Standard, including a record of corrective and preventive actions identified. The SPT shall also hold periodic meetings to review progress and identify potential actions to strengthen implementation of the Standard.

- J3) 社會績效團隊應當有效地監督工作場所活動以確保可落實解除由該團隊所識別的風險,且系統可以有效運行,符合政策及此標準的要求。該團隊有權收集資訊或邀請利益相關方參與其監督活動,並與其它部門解決任何可能與 SA8000/RBA/ISO
 45001 標準不符合項目。該團隊應推動日常內部審核,將執行情況以及糾正和預防措施的記錄以報告形式提交給管理高層,並定期舉行會議,回顧進展和識別進一步加強標準實施的潛在行動。
- J4) The supplier shall establish a written grievance procedure that is confidential, unbiased, non-retaliatory and accessible and available to personnel and interested parties to make comments, recommendations, reports or complaints concerning the workplace and/or non-conformances to the SA8000/RBA/ISO 45001 Standard. The supplier shall have procedures for investigating, following up on and communicating the outcome of complaints concerning the workplace and/or non-conformances to this Standard or of its implementing policies and procedures. These results shall be freely available to all personnel and, upon request, to interested parties. The supplier shall not discipline, dismiss or otherwise discriminate against any personnel or interested party for providing information on SA8000 compliance or for making other workplace complaints.
- J4)供應商應建立書面申訴程序,確保員工以及利益相關方可以在保密、公正、無報 復的情況下對工作場所和/或 SA8000/RBA/ISO 45001的不符合項進行評論、建議、報 告或投訴關切。這些投訴的調查、跟蹤和溝通結果,應當可以被所有員工及利益相關 方自由獲取,且不得對向提供 SA8000/RBA/ISO 45001符合性及投訴工作場所的任何 員工及利益相關方進行紀律處理、解**僱或其它歧視性的懲罰**。
- J5) The supplier shall formulate policies and procedures for the prompt implementation of corrective and preventive actions and shall provide adequate resources for them. The SPT shall ensure that these actions are effectively implemented. The SPT shall maintain records, including timelines, that list, at minimum, non-conformances related to SA8000/RBA/ISO 45001, their root causes, the corrective and preventive actions taken and implementation results.

J5)供應商應當提供足夠的資源並制定政策和程序以確保及時實施糾正和預防措施。
 社會績效團隊應確保這些行動計畫有效實施並保持以下記錄:時間表、
 SA8000/RBA/ISO 45001標準不符合項,根本性原因,糾正及預防措施,改善結果。

K. Ethics Regulation (道德規範)

- K1) The supplier shall comply with the correlative laws and regulations of intellectual property rights.
- K1) 供應商承諾遵守智慧財產權的相關法律法規。
- K2) The supplier shall comply with fair trade and shall not use false commercial to engage market competition.
- K2) 供應商承諾公平交易, 不以不實廣告等非法形式參與市場競爭。
- K3) The supplier shall protect and shall not reveal customer's business activities and technique information to any third party.
- K3) 供應商應保護客戶業務、技術等相關資訊, 不得私自透漏給任何第三方。