

## 不使用“衝突礦產”承諾書

\_\_\_\_\_ (此後名為“本公司”，包括但不限於本公司及本公司之子公司、分公司、辦事處及本公司之關聯企業)，作為啓耀光電股份有限公司(以下簡稱“GIO”)的供應商，瞭解商業活動及其所提供的產品可能對社會、環境及 GIO 造成影響。為肩負起企業社會責任，本公司特此承諾：

1.本公司承諾所有交貨給GIO的產品及其包裝所使用或包含之金屬沒有來自剛果(金)及其周邊國家，以及這些國家內任何武裝力量控制區之“衝突礦產”。

剛果(金)及其周邊國家包括：(a)剛果民主共和國(République démocratique du Congo)、剛果共和國(The Republic of Congo)、蘇丹共和國(The Republic of Sudan)、南蘇丹共和國(Republic of South Sudan)、烏干達共和國(The Republic of Uganda)、盧旺達共和國(Republika y'u Rwanda)、布隆迪共和國(The Republic of Burundi)、坦桑尼亞聯合共和國(The United Republic of Tanzania)、尚比亞共和國(The Republic of Zambia)、安哥拉共和國(The Republic of Angola)、中非共和國(The Central African Republic)；和(b)未來包含前述國家部分或全部領域的新國家(地區)及現有國家(地區)。

“衝突礦產”包括但不限於來自於剛果(金)及其周邊國家，以及這些國家內任何武裝力量控制區的錫石、黑鎢、鈿鉭鐵礦和黃金及其衍生物等稀有金屬，特別是金(Au)、鉭(Ta)、錫(Sn)和鎢(W)金屬原料。

“使用或包含之金屬沒有來自剛果(金)及其周邊國家，以及這些國家內任何武裝力量控制區”包括金屬的採挖、冶煉、成型及其它製造加工工序均不發生在剛果(金)及其周邊國家，以及這些國家內任何武裝力量控制區。

2.本公司將加強供應鏈管理，制定相關管理制度和規定以有效甄別和追溯原料來源，確保原料來源的合法性，杜絕衝突礦產投入使用。本公司並同意接受 GIO 對我公司原料金屬來源的稽核。

3.本公司將應 GIO 的要求，如實填寫並回復有關“衝突礦產”的調查及提供其他資料，並承諾所回復內容及所提供資料之真實性、正確性和完整性。本公司並同意 GIO 可將調查表或相關資料提供予 GIO 的客戶或其他機構。



# 啓耀光電股份有限公司

GIO Optoelectronics Corp.

4. 本公司應採取積極行動避免因違背此承諾而給 GIO 帶來的經濟、聲譽等方面的損失。如違反本承諾書，則 GIO 有權，(a) 以本公司費用退還本公司已交付的含有“衝突礦產”的產品及這些產品的配套產品，及/或(b) 要求本公司按已交付的含有“衝突礦產”產品及這些產品配套產品的售價(售予 GIO 的含稅價格)承擔違約金，及/或(c) 隨時解除雙方已訂立的相關合同、生效訂單等，及/或(d) 要求本公司賠償 GIO 損失(包括損害賠償、成本、費用、律師費、訴訟費及所失利益)。

5. 非經 GIO 書面同意，本公司不得自行變更或撤銷本承諾書。

6. 本書所指“GIO”包括啓耀光電股份有限公司(臺灣註冊)及其在全球範圍內已設立及未來設立的所有關係法人企業、非法人企業、駐點和辦事機構。

7. 本公司同意，本承諾書據以成立、生效、履行及解釋的准據法為 GIO 所在地之國家或地區之法律。因本承諾書所生之任何爭議，經友好協商仍未獲解決者，本公司同意以 GIO 所在地法院為管轄法院。

8. 簽署人承諾有權或已經獲得充分授權代表本公司簽署此承諾書。

**立書人(蓋章)：** \_\_\_\_\_

**法人代表或授權代表簽名：** \_\_\_\_\_

**職 務：** \_\_\_\_\_

**簽 署 日 期：** \_\_\_\_\_

## Agreement of Non-Use of Conflict Minerals

\_\_\_\_\_ (hereinafter “**Company**”, including but not limited to Company itself, its subsidiaries, its branch offices, its agencies and its affiliates), as a supplier of GIO Optoelectronics Corp (hereinafter “**GIO**”), recognizes and understands that Company’s business activities and products it supplies will impact the society, environment, and GIO. In order to shoulder its social responsibilities, Company hereby undertakes as follows:

1. Company warrants that all products Company supplies to GIO and packaging thereof do not contain conflict minerals from Congo and its neighboring counties or any armed-conflict areas within the geographic territories of these countries.  
Congo and its neighboring countries (hereinafter “**Conflict Regions**”) comprise: (a) République démocratique du Congo, The Republic of Congo, The Republic of Sudan, Republic of South Sudan, The Republic of Uganda, Republika y'u Rwanda, The Republic of Burundi, The United Republic of Tanzania, The Republic of Zambia, The Republic of Angola, The Central African Republic; and (b) any current or future country/region that includes a part of or all territories of the foregoing countries.  
Conflict minerals include, but not limited to, rare metals such as tinstone, wolframite, coltan, gold and their derivatives, especially gold (Au), tantalum (Ta), tin (Sn), and tungsten (W), from Conflict Regions.  
Not containing conflict minerals from Congo and its neighboring counties or any armed-conflict areas within the geographic territories of these countries means that the mining, refining, shaping and any other manufacturing or processing procedure of conflict minerals does not take place in Conflict Regions.
2. Company shall reinforce its supply chain management and establish relevant management policies or rules to effectively detect and track sources of raw materials, ensure the legality of sources of raw materials, and preclude use of conflict minerals. GIO may audit Company on the sources of Company’s metal raw materials.
3. Upon GIO’s request, Company shall truthfully fill out and return investigative questionnaires along with other relevant information, and guarantee the truthfulness, correctness, and completeness of answers to such questionnaires and information it



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provides to GIO. GIO may provide GIO’s customers and other organizations with aforementioned filled-out investigative questionnaires and information.

4. Company shall act proactively to prevent GIO from suffering from economic or reputational damages caused by Company’s breach of this Agreement. In case of Company’s breach of this Agreement, GIO may (a) return all conflict-minerals-containing products and peripheral products thereof that have already been delivered to GIO, at Company’s expenses, and/or (b) claim contractual damages based on the purchase prices (the after-tax prices at which Company sells products to GIO) of all conflict-minerals-containing products and peripheral products thereof that have already been delivered to GIO, and/or (c) cancel at any time any affected contracts or purchase orders the parties have executed, and/or (d) claim other damages, including but not limited to actual damages, cost, expenses, attorney fees, litigation expenses, and lost profits.
5. Company may not modify or rescind this Agreement without GIO’s informed written consent.
6. For the purpose of this Agreement, GIO shall mean GIO Optoelectronics Corp, a Taiwan corporation registered under laws of Taiwan (R.O.C.) and all of its current and future related incorporated entities, non-incorporated entities, branch offices, and agencies.
7. Company agrees that the construction and enforcement of this Agreement shall be governed by the laws of the country/region where GIO resides. Any dispute arising out of this Agreement and not resolved by good-faith negotiations shall be submitted to the court having jurisdiction over GIO’s residence.
8. The representative signing in the signature box below warrants that he or she is fully authorized to enter into and execute this Agreement on behalf of Company.

Company : \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_