

Universal Electronics Inc.

Global Supplier Code of Conduct and Fair Competition Policy

Universal Electronics Inc. 之全球供應商行為準則和公平競爭政策

Dear Supplier:
尊敬的供應商：

At Universal Electronics Inc. and all of its affiliated companies (collectively “UEI”), we believe that acting ethically is not only the right thing to do, but also the right thing to do for our business. To that end, UEI has developed this Global Supplier Code of Conduct and Fair Competition Policy (hereinafter “Policy”) to clarify our global expectations in the areas of fair dealings, legal compliance, business integrity, labor practices, health and safety, and environmental management.

在 Universal Electronics Inc. 和所有與其有附屬關係的公司（以下稱作“UEI”），我們相信，道德行事不僅是應做的正確事情，也是對我們公司業務有利的應做的正確事情。因此，UEI 制定了這份《全球供應商行為準則和公平競爭政策》，在其中澄清了我們在公平交易、遵紀守法、商業信譽、勞動實踐、健康與安全以及安全管理領域的要求和期待。

Suppliers, vendors, contractors, consultants, agents and other providers of goods and services (“Supplier”) who do any business or may do any business with Universal Electronics Inc., and its subsidiaries and affiliates (including but not limited to C.G. Development Limited, Gemstar Technology (Yangzhou) Co., Ltd., Gemstar Technology (Qinzhou) Co., Ltd, Universal Electronics (Yangzhou) Co., Ltd., Guangzhou Universal Electronics Business Service Co., Ltd. and Universal Electronics Trading Co., Ltd.) are expected to follow this Policy.

與 Universal Electronics Inc. 及其子公司和附屬機構（包括但不限於 C.G. Development Limited, Gemstar Technology (Yangzhou) Co., Ltd.、Gemstar Technology (Qinzhou) Co., Ltd.、Universal Electronics (Yangzhou) Co., Ltd.、Guangzhou Universal Electronics Business Service Co., Ltd. 及 Universal Electronics Trading Co., Ltd. 實致發展有限公司, 駿升科技（揚州）有限公司, 駿升科技（欽州）有限公司, 環訊電子（揚州）有限公司, 廣州環訊商務服務有限公司, 廣州環訊貿易有限公司）

有任何業務或可能有任何業務的供應商、供貨商、承包商、顧問、代理人和其他貨物和服務的提供者（以下稱作“供應商”）以都應遵守這個政策。

Supplier’s Responsibilities and Obligations

供應商的責任和義務

1. No Forced and Compulsory Labor – Supplier must respect basic human rights. Supplier must not employ any laborers or employees whose service for Supplier is either involuntary or forced (including but not limited to indentured or forced labor and prison workers).

無強迫和強制勞動——供應商必須尊重基本的人權。 供應商不得僱傭任何非自願或被動的勞動力或僱員（包括但不限於被契約束縛或被動勞動力以及監禁工人）。

2. Working Hours – Supplier shall comply with all laws and regulations regarding working hours and wages. Supplier must not require its employees to work beyond the maximum number of hours allowed by applicable laws (either daily or weekly); all overtime work shall be compensated accordingly based on applicable laws.

工作小時數 -- 供應商應遵守所有有關工作小時數和工資的法律和法規。 供應商不得要求其僱員持續工作超過適用的法律允許的最多小時數（每日或每週）；必須依照適用的法律就所有加班工作給予相應的報酬。

3. No Child Labor – Supplier shall adhere to the minimum employment age limit defined by national law or regulation. Supplier must not employ “child labor”. Child labor is defined as those who are under the age of 16, or under the age of completion of compulsory education, or as defined by the applicable laws and regulations of the jurisdiction where Supplier is located. Supplier must comply with the Worst Forms of Child Labour Convention adopted by the International Labour Organization (ILO) in 1999 as ILO Convention No 182, and the Convention Concerning Minimum Admission to Employment adopted by the International Labour Organization (ILO) in 1973 as ILO Convention No 138.

無童工 -- 供應商應遵守國家法律或法規規定的最小僱傭年齡限制。 供應商不得僱傭“童工”。 童工的定義是那些年齡在 16 周歲以下或年齡在完成義務教育年齡以下的兒童勞動力，或者按照供應商所處的管轄區域的適用的法律和法規的定義。 供應商必須遵守被國際勞工組織（ILO）於 1999 年採納為《ILO 182 號國際公約》的《最有害的童工形式公約》，以及被國際勞工組織（ILO）於 1973 年採納為《ILO 138 號國際公約》的《准予就業最低年齡公約》。

4. Fair Working Conditions – Supplier shall adhere to the statutory regulations on fair working conditions. Supplier should establish good hiring and working conditions and maintain open communication with its employees.

公平的勞動條件 -- 供應商應遵守有關公平勞動條件的法定規定。 供應商應為工人提供良好的招聘和勞動條件，並且與其僱員保持開放的溝通關係。

5. Wage and Benefits – Supplier must comply with all applicable laws relating to wage, salary and employee benefits. These laws include but are not limited to minimum wage, overtime wage, piece-rate wage, break time and other laws relating to compensation and mandatory social insurance. Supplier should also provide all legally-mandated employee benefits.

工資和福利 -- 供應商必須遵守所有與工資、薪資和僱員福利有關的適用的法律。 這些法律包括但不限於：最低工資、加班工資、計件工資、休息時間和其他關於報酬和強制社會保險的法律。 供應商還應提供所有法律強制要求的僱員福利。

6. Prohibition of Discrimination and Harassment – Supplier should hire and promote its employees based on merits. Supplier must not discriminate or harass its employees or

prospective employees based on any of the following categories: race, ethnicity, religion, age, nationality, gender, marital status, political affiliation, sexual orientation, disability and any other legally protected characteristics.

禁止歧視和騷擾 -- 供應商應因為僱員的優點和表現而僱用僱員，或給他們升職。供應商不得基於以下類別中的任一項歧視或騷擾其僱員或可能受雇的人員：種族、民族、宗教、年齡、國籍、性別、婚姻狀況、政治派別、性取向、身心障礙和任何其他受法律保護的特點。

7. Health and Safety – Supplier must provide its employees with a safe workplace and environment in compliance with all applicable laws. In connection with such obligation, Supplier must maintain and adhere to effective policies relating to at least the following areas: workplace safety, accident prevention and investigation, hazardous material safety, and ergonomics. If Supplier provides housing for its employees, the housing facility shall also comply with all health and safety laws and regulations. Supplier shall proactively manage health and safety risks to provide an incident-free environment where its employees can feel comfortable working or living.

健康與安全 -- 供應商必須為其僱員提供一個安全的工作場所和環境，符合所有適用的法律的規定。關於這項義務，供應商必須設立合遵守有關以下領域的有效政策：工作場所安全、事故預防和調查、危險品安全和工效學。如果供應商為僱員提供住房，住房設施也應遵守所有健康與安全法律和法規。供應商應積極主動地掌控健康與安全風險，為僱員提供一個無事故的環境，使他們能夠在那裡安心工作或生活。

8. Compliance with Laws, Regulations and Foreign Trade Laws – Supplier shall comply with all applicable laws and regulation of the country of its operation, and shall be mindful of any updates to such laws and regulations. Supplier should also be aware of and comply with those international conventions which may impose higher standards than the local laws. Adequate procedures must be used by Supplier to ensure that transactions with third parties do not violate current economic embargos regulations of trade, import and export control regulations for the prevention of terrorism financing.

遵守法律、法規和對外貿易法 -- 供應商應遵守業務運營所在國家的所有適用的法律和法規，也應留意這些法律和法規的任何更新資訊。供應商還應了解並遵守那些比當地法律施加的標準要求要高的國際公約。供應商必須採取適當的程序，確保自己與第三方的交易行為沒有違反現行經濟禁運貿易規定以及為了預防恐怖主義融資而制定的進出口控制規定。

9. Environmental Protection and Management – Supplier shall conduct its operation with an aim at protecting the environment. At a minimum, Supplier must comply with all applicable environmental laws and regulations (including but not limited to management and disposal of hazardous materials, recycling, waste water processing and disposal, gas emission, and related environmental certifications and reporting mandates). Supplier must comply with any additional requirements relating specifically to the products supplied by Supplier to UEI, as these requirements may be provided in product specifications or contract documents between the parties. Supplier shall institute effective monitoring and

control for environmental risk factors, and Supplier should continuously strive to improve such monitoring and control mechanisms.

環境保護和管理 -- 供應商應在運營過程中落實保護環境之目標。 供應商至少應遵守所有適用的環境法律和法規（包括但不限於危害物品的管理和清理、回收工作、廢水處理和清理、氣體排放以及相關的環境認證和報告要求）。 供應商必須符合任何關於供應商供應給 UEI 的產品的相關額外要求，這些要求可在產品規格或雙方的合同文件中提供。 供應商不僅應建立有效的環境風險因素監督控制系統，供應商還應不斷努力改善這些監督控制機制。

10. Ethical Conduct and Protection Against Corruption - UEI is committed to conducting business legally and ethically, and expects its suppliers to adhere to the same high level of ethical standards. Corrupt arrangements or corruption with customers, vendors, suppliers, and government officials are strictly prohibited. “Corruption” generally refers to obtaining, or attempting to obtain, a personal benefit or business advantage through improper or illegal means. Supplier is prohibited from providing or offering bribe, gifts or any other benefits to UEI employees that could inappropriately influence UEI’s business decisions or gain an unfair advantage. Supplier shall only grant benefits (such as donations or sponsorship) to the extent permitted by applicable laws. Further, Supplier shall abide by the requirements set forth in the *Universal Electronics Inc.’s Global Supplier Anti-Corruption Policy*

道德行為和防範腐敗的措施 -- UEI 不僅自身致力於開展合法且符合道德規範的業務，也期待其供應商同樣能遵守這些嚴格的道德標準。 供應商應嚴禁與顧客、供貨商、供應商和政府官員之間有腐敗性的往來或腐敗行為。“腐敗”通常是指通過不正當或不法途徑獲得或視圖獲得個人利益或商業優勢。 UEI 禁止供應商向 UEI 僱員提供或表示要提供賄賂、禮物或任何其他可能會不當地影響 UEI 的商業決定或獲取不公平商業優勢的好處。 供應商只應給予在適用的法律允許的範圍內的捐贈或贊助。更進一步地，供應商應遵守《*Universal Electronics Inc. 全球供應商反腐敗政策*》中闡述的要求。

11. Protection of Confidential Information and Intellectual Property -- Supplier shall protect all confidential information from authorized disclosure and misuse, and shall comply with at least (i) any non-disclosure agreements it has with UEI, and (ii) the applicable laws governing the protection of trade secrets. In addition, Supplier shall respect and protect any type of intellectual property whether such intellectual property belongs to UEI or any other third parties.

保護保密性資訊和知識產權的措施 -- 供應商應保護所有保密性資訊不被授權披露和濫用，還應遵守 (i) 供應商與 UEI 簽訂的任何保密協議，以及 (ii) 適用於商業機密保護的適用的法律。此外，供應商還應尊重並保護任何類型的知識產權，不管這個知識產權是屬於 UEI 還是任何其他第三方。

12. Fair Competition -- Fair and unrestricted competition is a core element of a free economy. Therefore, Supplier shall refrain from entering into restrictive agreements with competitors, suppliers, distributors, retailers and customers as well as from restrictive market practices. This includes, but is not limited to, agreements with competitors about prices, agreements

about market allocation by customers or regions with competitors, as well as the unlawful exchange of competitively sensitive information with competitors.

公平競爭 -- 公平、無限制的競爭是自由經濟的核心要素。因此，供應商應不要同競爭對手、供應商、分銷商、零售商和顧客簽訂一些對公平競爭有限制性協議，也不要有限制市場行為。這包括但不限於，與競爭對手之間的關於價格的協議，與競爭對手之間的關於依據顧客或區域的市場配置的協議，以及與競爭對手非法交換從競爭角度看來敏感的資訊。

13. Observation, Record and Reporting -- This Policy is an integral part of the business relationship between UEI and Supplier, and its incorporate into the master supply agreement Supplier has with UEI. Supplier has an ongoing obligation to comply with the minimum standards set forth in the Policy, Supplier shall also ensure that its employees who perform activities for UEI are aware of and are in compliance with the Policy. Supplier shall maintain adequate records relating to its compliance with this Policy.

觀察、記錄和報告 -- 本政策是 UEI 與供應商之間的商業關係的重要組成部分，並且已被納入供應商和 UEI 之間的产品供應主協議。 供應商有持續遵守本政策中闡述的最低標準的義務，供應商還應確保其為 UEI 行事的僱員有充分了解並有遵守本政策。 就符合本政策規定的情況，供應商應保留充分的記錄。

14. Violations and UEI's Remedies -- If violations to the Policy are discovered at any time, UEI reserves the right to respond in a manner appropriate to the severity of the violation. UEI may, among other available remedies, stop doing business with Supplier, revoke Supplier's vendor qualification, assert claims for damages, or terminate the existing contract with Supplier without further notice. For more serious violations, UEI may also report the violation to the relevant authority for prosecution. Supplier further agrees to hold UEI harmless and indemnify UEI from liabilities, damages, or fines incurred by UEI resulting from Supplier's violations of the Policy.

違反行為和 UEI 的救濟 -- 如果在任何時候發現供應商有違反本政策的行為，UEI 將保留權利，採取恰當的措施，就這一違反行為的嚴重性做出回應。 除了經由相關法律進行處理以保障 UEI 的權益外，UEI 也可提出以下的救濟措施: 停止與供應商之間的業務往來，撤銷供應商的供貨資格，提出損害賠償要求，或者在無進一步通知的情況下終止與供應商的現有合同。 就較為嚴重的違反行為，UEI 還可將相關違反行為報告到相關政府執法機構，提起訴訟。 供應商進一步同意，由於供應商違反該政策而使 UEI 招致的責任、損害或罰款，供應商須對 UEI 進行相關保護和賠償措施以確保 UEI 不會受這些責任、損害或罰款的傷害及影響。

Supplier's Acknowledgement
供應商的承認書

Supplier hereby represents and warrants as follows: It has reviewed and understood this Policy in its entirety. As a trusted supplier of UEI, in addition to adhering to all contractual obligations with UEI, Supplier will adhere to all aspects of this Policy. Supplier will also timely correct any violations and noncompliance.

供應商特此做出以下陳述和擔保：其已認真閱讀並理解本政策的全部內容。作為 UEI 值得信賴的供應商，除了遵守所有與 UEI 之間的合同義務外，供應商還將全面遵守本政策的所有要求。供應商並將及時糾正任何違規和未能遵守規定的情況。

Company Name of Supplier: _____
供應商的公司的名稱：_____

Address: _____
地址：_____

Authorized Signature: _____
經授權的代表簽名：_____

Name of Signing Person: _____
簽署人姓名：_____

Title of Signing Person: _____
簽署人職務：_____

Date: _____
日期：_____

Company Chop:
公司印章：