Tong Hsing Quality Requirement for Supplier

Supplier Agreement Signature

Supplier (Company) :

Company stamp / Official seal :

Name/ Title of signer in block letters :

_____ _____

Original signature :

_____

Supplier Address :

TONG HSING ELECTRONIC INDUSTRIES, LTD.
同欣電子工業股份有限公司

同欣電子供應商品質規範

Tong Hsing Quality Requirement for Supplier

1. 目的/ Purpose：

為使供應商充分瞭解並遵循同欣以及同欣客戶之品質要求，故明訂規範以利供應商依循。

In order to enable suppliers to fully understand and followed the quality requirements of Tong Hsing and Tong Hsing's customers, it is necessary to specify regulations to facilitate suppliers to follow.

1.1. 簡介 Introduction :

同欣電子為一 IATF16949 認證合格之公司，同時在過去幾年，同欣也通過 ISO 9001，及 ISO 14001 環境品質系統之認證。同欣的產品線涵蓋汽車廠及軍用，航太產品，基於產業供應鏈之要求，同欣也要求供應商能通過 IATF16949 認證，或至少 ISO9001 之認證。註:參閱 2.1

Tong Hsing is a IATF16949 qualified company, meanwhile Tong Hsing is also certified to ISO 9001, ISO 14001 environmental quality system for years. Tong Hsing provides various products to different customers including automotive, defense(military), and aerospace industries. based on the requirements of the industry supplier chain, Tong Hsing request that our suppliers also obtain the IATF16949 quality certificate or at least ISO 9001 certificate Remark: refer to 2.1.

1.2. 品質範圍 Quality scope :

同欣對策略供應商之要求，不只是提供合乎品質要求之原材料及零件，其餘包括供應商對員工管理，訓練，持續教育；製程管理；持續改善活動，持續降低成本等，亦包括在內。此外，同欣更要求供應商能達到一立即迅速之 CAR 回饋系統，以期能最快解決任何品質問題詳細要求內容敘述包括於以下。

Tong Hsing requirements for the strategic supplier is not only providing raw material and components that complies to quality requirements, but also including employee management, training, continuing education, manufacturing process management, continuous improvement activity, and cost down. Furthermore, Tong Hsing request a prompt CAR(Corrective Action Request) response system for any quality issue in order to resolve the issue shortly. More details are described below.

供應商類別 Supplier category	依循規範(Following specification
車用原料供應商 automotive direct material supplier	IATF16949 條文、VDA6.3、本同欣規範 IATF16949, VDA6.3 and this TH specification
非車用原料供應商 Non-automotive direct material supplier	ISO9001 條文、本同欣規範 ISO9001 and this TH specification
物料供應商 indirect material supplier	ISO9001 條文、本同欣規範 ISO9001 and this TH specification

2. 同欣品質系統之特別要求/ The special requirements for Tong Hsing quality system：

2.1. 供應商應至少取得 ISO 9001 之系統認證，若未取得，則應通過同欣二者稽核的方式，取得同欣合格供應商資格。

The supplier shall be certified to at least ISO 9001. If not obtained, the supplier shall pass TH's supplier audit to become a qualified supplier.

2.2. 供應商應主動告知任何會影響交期之品質問題。

The supplier shall proactively notify TH of any quality issues that will affect delivery schedule.

2.3. 供應商應確保人員認知到產品與服務符合要求的重要性與影響、對產品符合性與安全性的貢獻，以及遵循道德行為的重要性。

The supplier shall ensure that personnel are aware of the importance and impact of meeting product and service requirements, their contribution to product conformity and safety, and the importance of adhering to ethical behavior.

2.4. 供應商應承諾負責，全力防止不良品流入同欣造成我方之品質問題或困擾。若有任何未明確定義之缺點，或介於規格邊緣之不確定性問題，應主動告知同欣，以便檢討加入規格。

The supplier shall promise to avoid any non-conformance part being shipped to Tong Hsing and causing quality problem or matter. If any defect is not clearly defined or if there is any ambiguity regarding products at the specification limits, the supplier shall notify Tong Hsing so that the specification can be reviewed and updated as necessary.

2.5. 任何同欣反應回饋之品質問題，包括在進料檢驗或製程中或同欣客戶端回饋之品質問題，供應商必須 2 個工作天內提供 3D 報告，並於 10 個工作天內提供完整 8D 報告；車用材料必須 1 個工作天內提供 3D 報告，並於 5 個工作天內提供完整 8D 報告，若無法在期限內如期回覆，應事先與同欣協商回覆時程。以上規定的時間是在收到不合格品或充足的抱怨資訊即開始計算。

Any quality problem reported by TH, including the issues found during incoming inspection, in-process, or feedback from TH's customer, the supplier shall provide 3D report within 2 working days, and shall provide a complete 8D within 10 working days. The supplier of automotive material shall provide a 3D report within 1 working day and shall provide a complete 8D within 5 working days. If the supplier cannot reply within required deadline, he shall discuss and agree on a revised response schedule with Tong Hsing in advance. All above specified times shall begin upon receipt of nonconforming product or sufficient complaint information.

2.6. 車用供應商應建立 CONTROL PLAN，製造流程圖 及 OCAP 並加上版次控管，若有任何變更，須以供應商產品變更申請表(SPCN) 通知同欣。

The automotive supplier shall establish Control Plan, Process Flow Chart and Out-of-Control Action Plan (OCAP) and include version for control. The supplier shall notice Tong Hsing via Supplier Product Change Notification(SPCN) for any change.

2.7. 若 TH 有設計核准、檢驗、驗證、調查或稽核之需要，供應商應提供測試樣品給同欣。

The supplier shall provide test samples as required by TH for design approval, inspection, verification, investigation, or audit.

2.8. 當受限於檢驗儀器、設備、技術或其他因素而無法實施檢驗時，同欣可以至供應商處執行檢驗或稽查。

If the inspection cannot be executed due to limitations in inspection equipment, facility, technology, or other reasons at Tong Hsing's site, Tong Hsing will proceed inspection/ audit at supplier's site.

2.9. 供應商應落實零缺陷管理，通過對經營各環節各層面的全方位管理，保證各環節各層面 各要素的缺陷趨向於"零"。要求全體員工“從開始就正確地進行工作”，以完全消除工 作缺點為目標，使產品符合對顧客的承諾要求，並以“零缺陷”為最終目標。

Supplier shall implement zero defect management at all levels of operations, and require all employees to “work properly from the beginning”, aiming at eliminating defects of the workflow or process flow in order to demonstrate commitment to customers, and deem "Zero defect" as the ultimate goal.

2.10. 必要時車用供應商須依同欣之要求，提供 SPC data、MSA (GRR)、生產良率統計、機器參數等非關機密之資料以供同欣或同欣之客戶參考。

Based on the request of Tong Hsing, if necessary, the automotive supplier shall provide SPC data, MSA (GRR), production yield statistics, Machine parameters, etc. non confidential data to Tong Hsing and Tong Hsing’s customer for reference.

2.11. 量產之產品，供應商有責任進行製程持續改善之活動，以持續提升產品良率降低 cost。必要時得提供持續改善之成果或 trend chart 以供驗證。

For the mass production products, the supplier shall implement the activity of process continuous improvement to increase the products yield and reduce cost. It is required to provide the result of improved activity or trend chart for verification of Tong Hsing if necessary.

2.12. 車用供應商 Cpk 需大於 1.67 且有責任提供產品或機器設備之 Cp，Cpk data，以供同欣必要之統計分析及追蹤。

The automotive suppliers shall maintain a Cpk greater than 1.67 and has the responsibility to provide the Cp, Cpk data of products or equipment as required for Tong Hsing’s statistics analysis and monitoring

2.13. 供應商須訂定各站之檢驗規範及標準，並對相關作業人員作充分之教育訓練及資格認可，以確保進料、製程中產品及最終產品品質符合要求。

To ensure that incoming materials, in-process, and final products meet the requirements, the supplier shall specify the inspection criteria and standards of each station and implement complete training & qualification for the operators for relative course.

2.14. 每一次出貨，供應商必須提供完整且符合規格之檢驗報告(包括尺寸或電性功能測試)，並附上 C OF C 以供同欣之進料品管驗證存查，C OF C 必須有採購訂單號、零件號、製造商名稱、批次/批號（如適用），序列號（如適用）、有效日期（如適用）、控制文件以及簽名都必須出現在 C OF C 上。

For each shipment, the supplier must provide a complete inspection report (including dimensions or electrical functional test) that meets the specifications, and attach C OF C for Tong Hsing 's incoming quality control verification and record retention, C OF C must include purchase order number, part number, manufacturer's name, batch number/lot number (if applicable), serial number (if applicable), expiration date (if applicable), control documents, and signatures.

2.15. 提供產品之代理商，須承諾提供同上之資料給同欣，或必須保證該產品之製造商能提供同上之資料給同欣。

For the agent of product but not manufacturer, the agent shall promise to provide the same information-as described above, or guarantee that the manufacturer will provide the same information to Tong Hsing.

3. 供應商考核/ Supplier periodical assessment：

3.1. 供應商評核對象/ Supplier selection

3.1.1. 供應商品質管理部須於每季結束後篩選符合以下任一條件的廠商進行考核：

SQM shall select supplier that meet any of the following conditions for assessment after the end of each quarter：

3.1.2. 車用、航太、醫療供應商(當季有交易)

Automotive、aerospace and medical suppliers. (There are deals in the quarter)

3.1.3. 其他類別供應商該季交易批數≧15 批

For other types of supplier, the number of transaction batches in the quarter≧15 batches.

3.1.4. 該季發生品質異常供應商

Suppliers with abnormal quality in this quarter.

3.2. 考核內容/Assessment content

每季根據採購、品質、技術進行評核，並將結果通知供應商。

The suppliers would be quarterly scored according to purchase, quality and technical, and the result would be informed to supplier.

3.2.1. 採購(30%)/Purchase(30%)

3.2.2. 品質(50%)/Quality(50%)

3.2.3. 技術(20%)/Technical(20%)

3.2.3.1. 供應商考核等級/ Assessment rank：

3.2.3.1.1. 90 分≦季評分≦100 分者：考核評定為 A 等級(優)

90≦quarterly score≦100, the supplier is assessed as class A. (EXCELLENT)

3.2.3.1.2. 70 分≦季評分<90 分者：考核評定為 B 等級(佳)

70≦quarterly score<90, the supplier is assessed as class B. (GOOD)

3.2.3.1.3. 60 分≦季評分<70 分者：考核評定為 C 等級(好)

60≦quarterly score<70, the supplier is assessed as class C. (FAIR)

3.2.3.1.4. 季評分<60 分者：考核評定為 D 等級(劣)

For the quarterly score below 60, the supplier is assessed as class D. (UNACCEPTABLE)

3.2.3.2. 處理方式/ Treatment

3.2.3.2.1. 採購以評核為 A 的製造商為優先採購對象(客戶指定供應商不在此規則內)，B 的製造商則維持現況採購對象

Purchasing have to follow assessment. The supplier assessed A class will be bought priority (If the supplier is assigned by customer, the supplier is excluded in the rule.), the order of purchases of B grade will remains the same status.

3.2.3.2.2. 當供應商(外包商)考核為 C 級時或單一項目未達最低標準(採購 21 分、品質 35 分、技術 14 分)，由同欣提出品質不良改善需求，通知供應商於兩周內提出改善對策，並於兩個月內完成改善，若無法滿足上述條件，則須提出專案進行持續改善，持續追蹤其下一季度之考核是否重新達到 B 級以上。否則供應商品質管理部將該供應商自合格供應商名錄剔除。並通知採購部停止向該供應商(外包商)採購任何材料。

For the supplier (subcontractors) of assessment is C class or a single item does not meet the minimum standard (21 points for procurement, 35 points for quality, 14 points for technology), it is required to review by Tong Hsing, and then inform and claim the supplier (subcontractors) for improved action within two weeks. And complete the improvement within two months. If the above conditions cannot be met, a project must be proposed for

continuous improvement. The continuous follow up is required until the assessment of next quarter achieving B class or above. If the mentioned supplier(subcontractors) cannot reach B class or above at next year, he will be disqualified and the Purchasing Department will be notified to stop purchasing any materials from the supplier (subcontractor).

3.2.3.2.3. 當供應商(外包商)考核為 D 級以下或連兩季為 C 級時，得逕行取消合格供應商(外包商)資格，但若該供應商為唯一材料來源或客戶指定廠商時而無法逕行取消合格供應商(外包商)資格時，須進行供應商(外包商)輔導。

When the supplier (subcontractors) of quarterly scoring class are D or below, or C for 2 consecutive quarters, they need to be disqualified from QVL list directly, but if these suppliers (subcontractors) are single source or assigned by customer and cannot be disqualified from QVL list directly, TH shall provide supplier development guidance.

4. 供應商稽查/ Supplier Audit：

4.1. 供應商遴選/ Supplier selection

4.1.1. 前一年度供應商季評鑑為 C 級以下之供應商。

The chosen supplier which is ranked C and below in supplier quarter assessment in last year.

4.1.2. 發生過嚴重品質問題之供應商，季評鑑產品品質評分項中的入料合格率、品質異常處理未達該項占比的 70%視為嚴重品質問題。

The supplier that ever occurred serious quality problem, If the incoming material qualification rate and quality abnormality handling in the quarterly product quality evaluation items do not reach 70% of the proportion, it is considered a serious quality problem.

4.1.3. 車用供應商風險評估<70 分。

The automotive supplier with a risk assessment score of <70.

4.1.4. 前一年 VDA 6.3 稽核為 B 級，應於一年內重新安排稽核。

The VDA 6.3 audit rating in the previous year was ranked B, and the audit should be rescheduled within a year.

4.1.5. 供應商製造工廠有變更時。

When the supplier's manufacturing factory changes.

4.1.6. 客戶特別要求稽查之供應商。

The supplier that customer claim for audit.

4.1.7. 車用直接材料供應商至少需三年稽核一次，車用間接材料供應商至少需五年稽核一次。

The automotive raw material supplier need to be audited at least once every three years, and automotive indirect material supplier need to be audited at least once every five years.

4.1.8. 同欣、同欣客戶及管轄機構於事前取得供應商同意後，有權進入所有與本訂單相關之設施，以進行必要之品質活動及取得文件化資訊

The supplier shall grant TH, TH's customers, and regulatory authorities and their authorized representatives the right of access to all facilities involved in the order, at any level of the supply chain, upon prior notification and consent, for the purpose of conducting necessary quality-related activities and obtaining documented information.

4.2. 供應商年度稽核計劃 The supplier annual audit plan

供應商品質管理單位需依據供應商遴選每年定期排定供應商年度稽核計劃表並按計畫執行稽查作業。
The SQM needs to regularly arrange the annual supplier audit plan every year according to the supplier selection and carry out the audit process.

4.3. 依據下列表單進行供應商稽查 Carry out supplier audit according to the following form

供應商種類 Category	車用直接材料 Automotive raw material	非車用直接材料 (包含醫療、航太、以及其他非車用供應商) Non – automotive raw material (including medical, aerospace, and other non-automotive suppliers)	車用間接材料 Automotive indirect material	非車用間接材料 (包含醫療、航太、以及其他非車用供應商) Non – automotive indirect material (including medical, aerospace, and other non-automotive suppliers)
使用表單 Form	《供應商品質過程稽核查檢表 VDA6.3》《Supplier Quality Process Audit Checklist VDA6.3》	《供應商品質系統稽核查檢表 A》《Supplier Quality System Audit Checklist A》	《供應商品質系統稽核查檢表 B》《Supplier Quality System Audit Checklist B》	《供應商品質系統稽核查檢表 B》《Supplier Quality System Audit Checklist B》
	供應商有害物質稽核查檢表 Supplier Hazardous Substance Audit Check List			

4.4. 稽核結果/Audit result

稽核結果 Result	不合格 Fail	有條件合格 Conditional Pass	合格 Pass
供應商品質系統稽核查檢表 Supplier Quality System Audit Check List	79 分以下 Below 79 points	80~89 分 Between 80 to 89 points	90 分以上 Above 90 points
供應商品質過程稽核查檢表 VDA6.3 Supplier Quality Process Audit Check List VDA6.3	79 分以下 Below 79 points	80 ~89 分 Between 80 to 89 points	90 分以上 Above 90 points
供應商有害物質稽核查檢表 Supplier Hazardous Substance Audit Check List	69 分以下 Below 69 points	N/A	70 分以上 Above 70 points

4.5. 處理方式/ Treatment

4.5.1. 供應商稽核結果為合格與有條件合格，則繼續列為合格供應商；供應商稽核結果為不合格，則取消合格供應商資格。

The supplier who pass audit evaluation or are conditionally approved are regarded as qualified supplier. The supplier whose audit results are not qualified will be disqualified.

4.5.2. 依據《供應商有害物質稽核查檢表》，如有一項主要缺點(標示＊)未通過時，此次評估將不能通過，若任一項評分等級在<或=1 分時，此項目將不能接受，需提供改善措施。

According to《Supplier Hazardous Substance Audit Check List》, If any major item(noted with ＊)cannot be passed, the evaluation is failed. For any item of score rating level ≦1, the item is not acceptable and corrective action is required.

4.5.3. 供應商稽核缺失要求不合格項目於兩周內回覆改善對策，並於兩個月內完成改善，如無法滿足上述則須提出專案進行持續改善。

Any audit findings, that corrective action will be proposed within two weeks. And complete the action items within two months. If the above conditions cannot be met, a project must be proposed for continuous improvement.

5. 變更管制/ Change control：

5.1. 供應商如有產品停止供貨須於停止供貨之兩年前通知同欣。

供應商有主要變更須於 180 天前提出正式通知；次要變更須於 90 天前提出正式通知，上述變更需提供評估報告，待同欣核准後，才可進行變更；非主要變更與次要變更，供應商可自行變更與驗證，再將結果提供給同欣。變更項目如下：

Suppliers need to inform TH at least 2 years prior to material termination.

If the supplier has a Major change, it must be formally notified 180 days in advance, and need to provide the evaluation report and the change can only be made after Tong Hsing's consent; the minor change must be formally notified 90 days in advance, and need to provide the evaluation report and the change can only be made after Tong Hsing's evaluation; for non-major changes and non-minor changes, the supplier can conduct change verification by itself, And feedback the result to Tong Hsing. The changed items are as follows:

5.1.1. 主要變更依照直接影響與間接影響產品品質分為 Level 1 及 Level 2。

Major change are divided into Level 1 and Level 2 according to direct or indirect impact on product quality

5.1.2. 次要變更因為不影響產品品質，定義為 Level 3。

Minor changes are defined as Level 3 because they do not affect product quality.

5.2. 主要變更/Level 1 Major change/Level 1

項目 Item	主要變更/Level 1 Major change/Level 1
1	新供應商、新製造工廠、新機台(量測機台)型號、生產線變更/擴展(代理商更換除外)。 New supplier, new factory, new equipment(inspection/measurement) model, or production line change/expansion (except for agent replacement)
2	改變正常製程及可靠度管控項目或變更管制計畫(QC 工程圖)。 Change process flow and reliability control items or Revision of control plan
3	任何外觀可見之變更如產品尺寸大小、外箱標示、產品料號、包裝材料變更。 Any visual changing: Product dimension, carton mark , product part number, packing material change
4	增加/刪除/改變重要生產製程或重工流程。 Add / cancel / change major production or rework process
5	供應商的主要材料變更 (列於 BOM 內之材料)與使用新材料、塗料變更…等。 Supplier's major material change (List in BOM) and use new material, coating material change so on.
6	濕製程使用的藥水型號/濃度/成份變更。 Change of chemical type / concentration / composition used in the wet process.

5.3. 主要變更/Level 2 Major change/Level 2

項目 Item	主要變更/Level 2 Major change/Level 2
1	重要統計製程管制規格(SPC)及抽樣頻率變更，變更檢驗方法. Modify sampling frequency and SPC criteria, Change of inspection method.
2	針對調整製程參數的範圍超過 1 倍的標準差時。 Adjust process parameter more than 1 standard deviation.
3	放寬或刪減檢驗項目或判退標準。 Loosen or delete any inspection items or rejection criteria.
4	無塵室環境改變（落塵等級，濕度、ESD)。 Cleanroom environment change (particle class, humidity, ESD)
5	無有害物質相關變更 (ICP 檢驗項目、方式、抽檢頻率..等) Change of Hazardous Substance Free (ICP inspection items, testing methods, inspection frequency…etc)
6	供應商的供應商生產地變更。 Sub-supplier production location change.

5.4. 次要變更/Level 3 Minor Change/Level 3

項目 Item	次要變更/Level 3 Minor Change/Level 3
1	加嚴檢驗項目或增加判退標準。 Tighten or add any of inspection items or rejection criteria
2	製程設備型號或重大設備維修機台保養或校驗流程或量測方法的變更。 Equipment models, major equipment maintenance, calibration procedures, or measurement methods.
3	次要材料變更 (除 BOM 外 ，列於 Qual Report 內之材料) 。 Minor material change (Except BOM , list in Qual report)
4	包裝方式、標籤變更。 Packaging method, label change
5	其他沒有定義在客戶 change matrix 中但會影響客戶產品的變更。 Other Changes that is not defined in customer’ s change matrix, but will affect customer’ s product.

6	技術圖紙變更。 Technical Drawing Change
7	添加外包流程（對外觀/質量的影響）。 Adding Outsourcing Process (impact to appearance/quality)
8	PCB 基板設計更改（對封裝無影響）。 PCB Panel design Change (no impact to package)

6. 文件管制/ Document control：

供應商應妥善保存提供給同欣產品之任何的產品相關記錄，包括但不限於:生產紀錄、量測報告……等，至少 20 年，若有客戶超過 20 年需求者，將以客戶特殊要求簽訂。

The supplier shall properly keep any product-related records provided to Tong Hsing, including but not limited to: production records, measurement reports, etc., for at least 20 years. If a customer demand for retention period more than 20 years, it shall be defined in the customer special requirements.

7. 供應商發展政策/ Supplier development policy：

7.1. 車用供應商應至少取得 ISO 9001 之系統認證。

The automotive supplier shall be certified of ISO 9001 at least or above for quality system.

7.2. 供應商須將同欣提供之產品相關法令法規要求和產品及過程特殊性，向下傳遞至供應鏈製造端。

The Supplier shall provide the regulation, product and process characteristic of Tong Hsing requirement to the downward supply chain.

7.3. 負責任的礦產採購；供應商應採取政策，對其生產的產品中的鉭、錫、鎢和金的來源和監管鏈進行盡職調查，以合理確保其來源符合經濟合作與發展組織 (OECD)《受衝突影響和高風險地區礦產供應鏈盡職調查指南》或同等和公認的盡職調查框架要求,詳細資訊請見附件二。

Responsible Sourcing of Minerals. Suppliers shall adopt a policy of conducting due diligence on the source and chain of custody of the tantalum, tin, tungsten, gold, in the products they manufacture to reasonably assure that they are sourced in a way consistent with the Organization for Economic Cooperation and Development (OECD) 《The Guidance for Responsible Supply Chains of Minerals from Conflict Affected and High-Risk Areas》or an equivalent and recognized due diligence framework, please refer to Annex 2 for details.

7.4. 環境：供應商應認知到環境保護責任是生產世界級產品不可或缺的一部分。在製造作業中，供應商應在保護公眾健康與安全的同時將對社區、環境和自然資源造成的不良影響降到最低，並確實遵守所有當地環保法規。

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 and all local environmental protection laws must be followed.

7.5. 環境許可證和報告：應獲取所有必需的環境許可證（如排放監控）、批准和登記文件，並進行維護且時常更新，以及遵守許可證的操作和報告要求。

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.

7.6. 有害物質：應當識別、標籤和管理對人類或環境造成危害的化學物質及其他物質，從而確保這些物質得以安全地處理，包含生產，運送、儲存、使用、回收、廢棄或再使用及棄置。必要時，需依"同欣"要求提供如 RoHS/REACH…等無有害物質資訊。

Hazardous Substances：Chemicals and other materials posing a hazard to human health or the environment are to be identified and managed to ensure their safe handling, transportation, storage, use, recycling or reuse, and disposal. Suppliers shall provide the Hazardous Substances information like RoHS/REACH for Tong Hsing requirements if necessary.

7.7. 材料控制：供應商應當遵守所有適用法律法規和客戶要求，禁止或限制在產品和製造過程中刻意添加環境有害物質並應採取必要措施加以防止環境有害物質流出。

Materials Restrictions：Suppliers shall comply with all applicable laws, regulations and customer requirements, prohibit or restrict the deliberate addition of environmentally hazardous substances in products and manufacturing processes, and shall take necessary measures to prevent the release of environmentally hazardous substances.

8. 客戶特殊要求/ Customer special requirements：

客戶特殊要求需彙整成"同欣電子供應商品質規範"之附件一，於簽訂時，一併提供給供應商簽訂。

The customer special requirements need to be compiled into the attachment of " Tong Hsing Quality Requirement for Supplier", and provided to the supplier for signature when signing. (Appendix 1)

9. 賠償/ Indemnification：

供應商應賠償違反本規範之任一條款而造成同欣之損害，實際賠償範圍與金額應與同欣協商之。

Supplier shall compensate Tong Hsing for damage caused by violating any clause of this Requirement. The actual compensation range and amount shall be negotiated by both parties.

附件一 Appendix 1

各產品的特別要求 Special requirement list for product

Item	PN	Special requirement
1		
2		
3		
4		
5		
6		

附件二 Appendix 2

無衝突金屬承諾書

Declaration of Minerals Conflict-Free

”本公司”作為同欣電子股份有限公司(以下簡稱“同欣”)的供應商，瞭解商業活動及其所提供的產品可能對社會、環境及同欣造成影響。為肩負起企業社會責任，本公司特此承諾：

(hereinafter “Company”, as a supplier of TONG HSING ELECTRONIC IND., LTD. (hereinafter “TONG HSING”), recognizes and understands that Company’s business activities and products it supplies will impact the society, environment, and TONG HSING. In order to shoulder its social responsibilities, Company hereby undertakes as follows:

1. 所有交貨給同欣的產品及其包裝所使用之金屬皆不含來自剛果及其周邊國家，以及這些國家內任何武裝衝突地區。剛果及其周邊國家(以下簡稱”衝突地區”)包括：

   All products 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) 剛果民主共和國、剛果共和國、蘇丹共和國、南蘇丹共和國、烏干達共和國、盧安達共和國、布隆地共和國、坦尚尼亞聯合共和國、尚比亞共和國、安哥拉共和國、中非共和國。

   République démocratique du Congo, The Republic of Congo, The Republic of Sudan, Republic of South Sudan, The Republic of Uganda, Repubulika y'u Rwanda, The Republic of Burundi, The United Republic of Tanzania, The Republic of Zambia, The Republic of Angola, The Central African Republic.

   (b) 任何當前或未來的國家/地區，包含上述國家或全部領域地區。“衝突礦產”包括但不限於錫石、黑鎢、鈳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)、鎢(W)、鈷(Co)和雲母(Mica)等原料來自衝突地區。

   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), tungsten (W), Cobalt(Co) and Mica(Mica) from Conflict Regions.

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

   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. TONG HSING may audit Company on the sources of Company’s metal raw materials.

3. 如實填寫並回覆有關“衝突礦產”的調查及提供其他資料，並承諾所回覆內容及所提供資料之真實性、正確性和完整性。本公司同意同欣可以將調查表或相關資料提供予同欣的客戶或其他機構。
   Upon TONG HSING'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 provides to TONG HSING. TONG HSING may provide TONG HSING's customers and other organizations with aforementioned filled-out investigative questionnaires and information.

4. 應採取積極行動，避免因違背此承諾而帶給同欣經濟、聲譽等方面的損失。如違反本承諾書，承諾賠償同欣因此所受之一切損失與費用。
   The Company shall take active actions to avoid the loss of TONG HSING's business and reputation due to the breach of the Agreement. In case of breach of the Agreement. Company shall promise to compensate for all losses and expenses incurred thereby.

5. 非經同欣書面同意，不得自行變更或撤銷本承諾書。
   Company may not modify or rescind this Agreement without TONG HSING's informed written consent.

6. 本承諾書所指“同欣”包括同欣電子股份有限公司（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。
   For the purpose of this Agreement, TONG HSING shall mean TONG HSING Industrial Co., Ltd., 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.