

## 廉潔承諾書 Code of Conduct Warranty

以下立承諾書人(下稱立書人)作為建大集團(下稱建大)之交易往來廠商，因維護誠信廉潔之商業價值對交易雙方至關重要，立書人特承諾遵守以下約定事項：

This warranty (this “Warranty”) is made and entered between the undersigned below (the “Contractor”) and Kenda Group (“Kenda”). The parties understand and acknowledge the importance of adhering to code of conduct to further strengthen its relationship between the parties. Therefore, the parties agree to adhere the code of conduct as described below:

### 1. 定義 Definition

- 1.1. 「建大」指建大工業股份有限公司及其現在與未來在國內外之子公司、工廠、關係企業或辦公室等營業組織。  
“Kenda” means Kenda Rubber Industrial Co., Ltd, its subsidiaries, and representative office.
- 1.2. 「不正利益」指不當之回扣、佣金、餽贈或任何有損交易廉潔之利益。  
“Improper Gain” means any and all improper rebate, commission, gift or any act of bad faith or deceit.
- 1.3. 「關係人」指家屬、親屬及其他有特殊關係或關係密切之人。  
“Related Persons” means family members, relatives or person of other special relationship.
- 1.4. 「關係企業」指一個企業的財務、技術、生產、採購、市場或人事被其他企業或其子公司或母公司所控制或管理的任何型態的營業組。  
“Affiliates” means any entity whose finance, technology, manufacturing, purchasing, marketing, or human resources department is controlled by another entity, its subsidiary, or its parent company.

### 2. 廉潔承諾 Code of Conduct

- 2.1. 立書人承諾絕不向建大人員或其關係人要求、期約、索取、進行任何賄或其他不正利益，或直接或間接圖利建大員工或其關係人。  
The Contractor warrants and represents to never to require, expect, demand any Improper Gains from Kenda staff or their Related Persons, or bribe Kenda staff or their Related Persons directly or indirectly.
- 2.2. 建大人員對立書人要求、期約、收受賄賂或其他不正利益，或有直接或間接圖利自己或其關係人之行為者，立書人應立即向建大檢舉並提供相關證據，必要時，立書人願配合建大要求，進行相關調查。  
In the event that Contractor found any of Kenda staff or its Related Persons

directly or indirectly require, expect, demand any Improper Gains or is improperly profitted, the Contractor shall immediately inform such incident to Kenda and provide related evidence. The contractor will provide assistance when requested by Kenda in the investigation of such improper behavior.

2.3. 立書人承諾絕不為自己或他人之利益，唆使或利誘建大人員離職或違背職務。

The Contractor warrants and represents to never instigate or induce Kenda staff to resign from his or her position or to violate his or her duties for Contractor's or third party's benefits.

2.4. 立書人承諾絕不為達交易目的而提供任何不實或虛偽之資訊。

The Contractor warrants and represents to never to provide false or misleading information for the purpose of conducting transaction.

2.5. 立書人若為建大人員之「關係人」時，立書人應立即將該事實揭露予建大知悉。

The Contractor shall immediately inform Kenda if the Contractor is a Related Person to any one of Kenda staff.

2.6. 建大之受理檢舉單位，聯絡方式如下：

受理單位：董事長室

聯絡電話：(04)8345171 轉法務專員

Kenda's Contact Information

Chairman Office

Tel:(04) 834-5171, please refer to the Legal Department

### 3. 違約責任 Breach of this Warranty

如立書人有違反法律或本承諾書任何約定時，建大得立即終止或解除與立書人之交易關係而不負擔任何違約責任。立書人與其法定代表人應連帶賠償建大因此所受損害，並支付至少相當於賄賂金額或不正利益之二十倍之懲罰性違約金予建大。

If the Contractor has violated the laws or breach this Warranty, Kenda may terminate or void any relationship with the Contractor without any liability. The Contractor and its legal representative shall joint and several liable for any and all damages arising from such breach, and have expressly agree to pay Kenda a liquidated damages in an amount at least equals to twenty times of the value of the bribe or Improper Gains.

### 4. 其他 Miscellaneous

4.1. 因本承諾書所生之一切爭議，立書人同意以中華民國法令為準據法，並以台灣彰化地方法院為第一審管轄法院。

This Warranty shall be governed and construed in accordance with the laws of

Taiwan. All actions or proceedings relating to this Warranty shall be conducted in the Changhua District Court, Taiwan and both parties hereto consent to the exclusive jurisdiction of the said court.

4.2. 因本承諾書如有未盡之處，雙方針對內容之解釋以中文之語譯為主。

In the event of any conflict between the Chinese version and any other language versions of this Warranty, the Chinese version shall control to the extent of the conflict.

此致

建大工業股份有限公司

Kenda Rubber Industrial Co., Ltd

建大橡膠(中國)有限公司

Kenda Rubber(China) Co., Ltd

建泰橡膠(深圳)有限公司

Kneda Rubber(ShenZhen) Co., Ltd

建泰橡膠(天津)有限公司

Kenda Tire(TianJin)Co., Ltd

建大橡膠(越南)有限公司

Kenda Rubber(Vietnam) Co., Ltd

立承諾書人：

The contractor:

法定代表人：

Legal representative：

地址：

Address：

日期：

Date: