

博弘集團供應商行為準則

Nextlink Group Supplier Code of Conduct

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前言 Preface

本供應商行為準則適用於所有與博弘雲端科技股份有限公司及其海內外關係企業(下統稱本公司)有業務往來之供應商。供應商泛指任何提供產品或服務予本公司之主體，包括但不限於廠商、銷售商、承包商、轉/分包商及服務提供商等。本公司一向不遺餘力投入各式企業社會責任議題上，對於供應商應負的企業社會責任之要求，亦係實踐該議題重要的一環。本公司將以企業永續經營為基礎，期許並帶動本公司的供應商夥伴們，共同為商業道德、人權與勞動權益、健康與安全及環境等四大關鍵領域的提昇進步持續發展及努力。

This Supplier Code of Conduct (this “Code”) applies to any supplier (the “Supplier”) that conducts business with Nextlink Technology Co., Ltd. and its domestic and overseas affiliates (collectively referred to as the “Company”). The Supplier refers to any entity that provides goods or services to the Company, including but not limited to vendors, sellers, contractors, subcontractors, service providers, or so forth. The Company has consistently devoted its utmost efforts to advancing various Corporate Social Responsibility (“CSR”) matters, and the requirements imposed upon the Supplier with respect to fulfilling its CSR obligations constitute an integral component of the Company’s commitment to these endeavors. Anchored in the principles of sustainable corporate management, the Company aspires to encourage and lead the Supplier to collectively pursue and achieve continuous improvement and development in the four key domains of Business Ethics, Human Rights & Labor Rights, Occupational Health & Safety, and Environmental Stewardship.

壹：目的

I. Purpose

為使供應商落實企業社會責任，本公司特制定本準則，協助共同善盡企業社會責任，為前述四大關鍵領域貢獻心力。

To ensure that the Supplier fulfills its CSR obligations, the Company has established this Code to assist in the joint discharge of such responsibilities and to contribute to the advancement of the aforementioned four key domains.

貳：供應商之責任與義務

II. Supplier's Responsibility and Obligation

供應商同意遵守本準則為其履行企業社會責任之必要作為，並負起對內及對其上下游供應鏈要求落實本準則之責任；供應商同意按本準則的標準，對內及對其上下游供應鏈履行教育訓練、查核及要求改善、矯正等措施。

The Supplier agrees that compliance with this Code constitutes a necessary measure for fulfilling its CSR obligations and undertakes the responsibility to ensure its implementation within its own organization as well as throughout its upstream and downstream supply chains. The Supplier further agrees, in accordance with the standards of this Code, to carry out education and training, conduct audits, and require the implementation of improvement and corrective measures within its organization and across its upstream and downstream supply chains.

參：執行規範

III. Enforcement Guidelines

1. 商業道德 Business Ethics

本公司無論對內或對外皆秉持下列各款最高標準之道德規範，禁止任何形式的行賄及/或不正當利益交換之發生：

The Company, both internally and externally, adheres to the highest ethical standards set forth below and strictly prohibits any form of bribery and/or improper exchange of benefits:

(1) 反貪腐與反賄賂 Anti-corruption & Anti-bribery

供應商禁止對本公司任何單位及/或員工有任何賄賂、佣金、回扣等舞弊行為。

The Supplier shall not engage in any act of bribery, kickbacks, commissions, or any other fraudulent conduct toward any department and/or employee of the Company.

(2) 利益衝突 Conflict of Interest

供應商對本公司任何單位及/或員工，須謹守一般商業往來分際，避免有任何利益衝突與不正當交易對價行為。

The Supplier shall maintain appropriate boundaries in all business interactions with any department and/or employee of the Company and shall avoid any conflicts of interest or improper exchange of consideration.

本公司一旦發現供應商違反相關規範且經查證屬實，將依約或依法對供應商予以停權並主張相關權利；若本公司因此受有任何損害，包括但不限於商譽減損，將請求賠償。

In the event that the Supplier is found, upon verification, to have violated the relevant provisions, the Company will, in accordance with contract or applicable laws, suspend the Supplier and assert its corresponding rights. Should the Company incur any damages as a result thereof, including but not limited to reputational harm, it will seek compensation accordingly.

(3) 反競爭與反壟斷 Anti-Competition and Anti-Trust

供應商承諾不得有壟斷市場、壟斷定價、不正當優惠、不正當合作、不實宣傳等嚴重影響市場健康發展和客戶及消費者權益的行為。

The Supplier undertakes not to engage in any conduct that constitutes monopolization of the market, price-fixing, improper preferential treatment, unfair collusion, false advertising, or any other act that would materially undermine the healthy development of the market or the rights and interests of customers and consumers.

(4) 法令規範 Laws and Regulations

供應商應遵守任何對於貴我雙方間契約關係有管轄權之國家或地區的相關法令規章，包括但不限於勞動法、智慧財產權法、營業秘密法等，並遵循國際條約及產業相關行為準則如責任商業聯盟行為準則(RBA Code of Conduct)等；若經查獲有違反法令、國際條約及/或產業相關行為準則之行為，本公司將依約或依法對供應商予以停權。

The Supplier shall comply with all applicable laws and regulations of any country or region having jurisdiction over the contractual relationship between the parties, including but not limited to labor laws, IP laws, and trade secret laws, and shall adhere to international treaties and industry codes of conduct, such as the Responsible Business Alliance (RBA) Code of Conduct. In the event that the Supplier is found to have violated any such laws, international treaties, and/or industry codes of conduct, the Company will, in accordance with contract or applicable laws, suspend the Supplier.

2. 人權與勞動權益 Human Rights & Labor Rights

供應商應支持《聯合國世界人權宣言(UDHR)》及相關國際條約之理念，恪守對於貴我雙方間契約關係有管轄權之國家或地區的相關法令規章，有尊嚴地對待並尊重所有員工；應承諾維護勞工的人權，恪守所有適用的薪資及工時法規、協助員工維持身心健康及工作生活平衡，並給予應有的尊重和尊嚴及平等對待，包括所有臨時工、外籍勞工、實習生、約聘人員、正職雇員和任何其他類型的勞工；應承諾依應適用的勞工相關法令，對於任何勞資爭議秉持對等立場、以法令為依據進行必要之調解；並應確保以下事項：

The Supplier shall support the principles of the United Nations Universal Declaration of Human Rights (UDHR) and related international treaties, and shall comply with all applicable laws and regulations of any country or region having jurisdiction over the contractual relationship between the parties. The Supplier shall treat and respect all employees with dignity, commit to upholding labor rights, comply with all applicable wage and working hour laws, assist employees in maintaining physical and mental well-being and work-life balance, and ensure due respect, dignity, and equal treatment for all categories of workers, including temporary workers, migrant workers, interns, contract personnel, regular employees, and any other types of labor. The Supplier shall commit to handling any labor disputes in good faith, on an equal footing, and in accordance with applicable labor laws, and shall ensure the following:

(1) 反歧視 Anti-Discrimination

供應商不得因性別、宗教、種族、階級、社會地位、黨派、國籍、信仰、年齡、殘疾、婚姻狀況、性別取向、集會結社等因素，致對其員工在僱用、升遷、工資或相關工作權益

上有任何的差別待遇。

The Supplier shall not, on the basis of gender, religion, race, class, social status, political affiliation, nationality, belief, age, disability, marital status, sexual orientation, or participation in lawful assembly or association, engage in any form of discrimination against its employees in relation to employment, promotion, wages, or any other work-related rights and benefits.

(2) 多元與共融文化 Diversity and Inclusive Culture

供應商應堅守多元職場的價值，在相互包容的前提下培育未來人才，使產業得以受益於全球人才資源的最大潛能；應尊重差異，無論在聘用或晉升流程中，皆不受其性別、宗教、種族、國籍或政治傾向影響。

The Supplier shall uphold the value of a diverse workplace and, under the premise of mutual inclusion, foster future talent so that the industry may benefit from the full potential of global human resources. The Supplier shall respect individual differences and ensure that employment and promotion processes are free from any influence based on gender, religion, race, nationality, or political affiliation.

(3) 非法僱用童工之禁止 Prohibition of Illegal Child Labor

供應商應嚴格遵守國際勞工組織公約、聯合國兒童權利公約及應適用的相關法令規定，禁止非法地僱用童工，並要求其上下游供應鏈共同遵守。

The Supplier shall strictly comply with the International Labour Organization (ILO) Conventions, the United Nations Convention on the Rights of the Child, and all applicable laws and regulations, and shall prohibit the illegal employment of child labor. The Supplier shall further require its upstream and downstream supply chains to adhere to the same standards.

(4) 非人道待遇之禁止 Prohibition of Inhumane Treatment

供應商承諾於所有工作場所，不得有任何形式之強迫勞動、威脅、騷擾(不以性騷擾為限)、體罰、精神或身體脅迫、言語暴力等不當行為及違法情事，並須提供市場合理薪酬待遇，保障員工優於基本生活之條件。

The Supplier undertakes that, in all workplaces, it shall not engage in or tolerate any form of forced labor, threats, harassment (including but not limited to sexual harassment), corporal punishment, mental or physical coercion, verbal abuse, or any other improper or unlawful conduct. The Supplier shall also provide remuneration that is reasonable in the market and ensure living conditions for employees that exceed basic subsistence standards.

(5) 工時 Working Hours

工作時數不應超過所應適用之法律規定的最大限度。此外，除出於合法的緊急或特殊情況外，任何延長工時情況必須係出於自願的。

Working hours shall not exceed the maximum limits prescribed by applicable laws. In addition, any overtime work shall be voluntary, except in lawful emergency or exceptional circumstances.

(6) 工資與福利 Wages & Benefits

支付予勞工的工資應符合所應適用之法律的規定，包括有關最低工資、延長工時薪資和法定福利等的規定。

Wages paid to workers shall comply with the requirements of applicable laws, including those pertaining to minimum wage, overtime compensation, and statutory benefits.

(7) 個資保護 Personal Data Protection

供應商承諾於所有工作流程中皆依個人資料保護之相關法令規定，善加保護個人資料，且不得以任何形式非法蒐集、處理、利用或洩露個人資料。

The Supplier undertakes that, in all work processes, it shall comply with all applicable laws and regulations on personal data protection, exercise due care in safeguarding personal data, and shall not, in any form, illegally collect, process, use, or disclose personal data.

(8) 集會自由和團體協商 Freedom of Assembly & Collective Bargaining

除所應適用之法律另有規定外，供應商承諾員工有權在毋庸經事前授權，或不受干涉的情況下建立、加入和經營自己的組織。供應商並應建立勞資雙方間進行團體協商之運作機制。

Unless otherwise provided by applicable laws, the Supplier undertakes that employees shall have the right to establish, join, and operate their own organizations without prior authorization or interference. The Supplier shall also establish mechanisms for conducting collective bargaining between labor and management.

3. 健康與安全 Occupational Safety & Health

(1) 法令遵循 Compliance with Laws and Regulations

供應商應遵守所應適用之國內或國際上有關勞工安全、衛生的相關法令規定。

The Supplier shall comply with all applicable domestic and international laws and regulations relating to occupational safety and health.

(2) 職業傷害自主防治 Self-Management and Prevention of Occupational Injuries

供應商應對於工作場所中任何可能發生職業傷害和職業病的環境與作業流程，予以有效優化和防治；應對勞工事故、工傷和職業病的發生等建立追蹤管理機制，進行調查及記錄，並立即實行改善措施以杜絕事故再度發生。倘發生有任何意外事故致可能對本公司有不利影響，應主動回報本公司。

The Supplier shall effectively optimize and implement preventive measures for any workplace environments and operational processes that may give rise to occupational injuries or occupational diseases. The Supplier shall establish tracking and management mechanisms for labor-related accidents, work-related injuries, and occupational diseases, conduct investigations and maintain records, and promptly implement corrective measures to prevent recurrence. In the event of any accident that may adversely affect the Company, the Supplier shall proactively report such incident to the Company without delay.

(3) 勞工安全衛生訓練 Occupational Safety and Health Training

供應商應依法配置具勞安相關證照之人員，並提供員工充足的教育訓練、確保其具備勞工安全衛生相關知識及技能。

The Supplier shall, in accordance with applicable laws, assign personnel holding relevant occupational safety and health certifications and provide employees with adequate education

and training to ensure that they possess the necessary knowledge and skills related to occupational safety and health.

(4) 健康計畫與保險 Health Plan and Insurance

供應商須重視員工健康，並提供相應促進員工健康之計畫及保險。

The Supplier shall give due regard to the health of its employees and provide appropriate programs and insurance to promote and safeguard employee well-being.

4. 環境 Environmental Stewardship

(1) 溫室氣體排放和能源消耗的減緩 Mitigation of Greenhouse Gas Emissions and Energy Consumption

供應商應訂立溫室氣體絕對減排目標，並追蹤、記錄及使本公司知悉其能源消耗及所有範疇 1 至範疇 3 的溫室氣體排放，以達溫室氣體減排目標；應尋得適當措施以改善能源利用效率，並盡量減少能源消耗和溫室氣體排放。

The Supplier shall establish absolute greenhouse gas (GHG) reduction targets and shall track, record, and disclose to the Company its energy consumption and all GHG emissions across Scopes 1, 2, and 3 in order to achieve such reduction targets. The Supplier shall also identify and implement appropriate measures to improve energy efficiency and minimize energy consumption and GHG emissions to the greatest extent possible.

(2) 資源使用效率的促進 Promotion of Resource Use Efficiency

供應商應透過實踐(如改良生產、替換材料、再利用、節約、回收或其他方法)提升自然資源(包括水、化石燃料、礦物和原始森林產品)的使用效率。

The Supplier shall enhance the efficiency of natural resource utilization, including water, fossil fuels, minerals, and virgin forest products, through practices such as improved production processes, material substitution, reuse, conservation, recycling, or other appropriate methods.

(3) 綠色工作環境的促進 Promotion of Green Work Environment

供應商承諾遵守所應適用之環境相關法令，並積極以綠色環保、節能減碳為目標，不斷實施改善計畫達到環境永續的企業社會責任。

The Supplier undertakes to comply with all applicable environmental laws and regulations and to actively pursue green, energy-saving, and carbon-reduction objectives by continuously implementing improvement programs to fulfill its CSR for environmental sustainability.

(4) 綠色採購的促進 Promotion of Green Procurement

供應商同意於公司採購流程中建立綠色採購評估機制，以綠色標章之商品為優先考量項目，並執行年度追蹤以持續對綠色採購盡一份心力。

The Supplier agrees to establish a green procurement evaluation mechanism within its procurement processes, prioritize products with eco-label certifications, and conduct annual reviews to continuously contribute to the advancement of green procurement.

(5) 有毒物質的管理 Management of Toxic and Hazardous Substances

供應商須嚴格遵守所有禁止或限制使用有毒物質之相關法律，並落實要求有毒物質之處理、轉移、儲存、回收、再利用等法定作業。對於工作直接接觸有毒物質的勞工須進行

培訓，且給予充分的醫療照護及保險，並在工作場所公告相關注意事項及警語。

The Supplier shall strictly comply with all applicable laws prohibiting or restricting the use of hazardous substances and shall implement legally required procedures for the handling, transfer, storage, recycling, and reuse of such substances. The Supplier shall provide training to workers who are directly exposed to hazardous substances, ensure adequate medical care and insurance for them, and post relevant notices and warnings in the workplace.

(6) 汙染防治 Pollution Prevention and Control

供應商承諾針對包括但不限於廢水、廢氣、噪音及各種廢棄物等形式的污染，以相關法令為依據致力於降低對環境的衝擊，並遂行相關退役物料及廢棄物之循環經濟的作為，確保資源有效再利用。

The Supplier undertakes to mitigate environmental impacts from all forms of pollution, including but not limited to wastewater, air emissions, noise, and various types of waste, in accordance with applicable laws and regulations. The Supplier shall also implement circular economy practices for the decommissioning of materials and the management of waste to ensure the effective reuse of resources.

(7) 永續管理 Sustainability Management

供應商承諾持續要求其上下游供應鏈針對環境、社會及經濟的永續議題進行改善；並因應國際間 2050 年碳排淨零之共識，承諾積極進行組織碳盤查及能源效能盤點、設定節能減碳目標，並同意接受本公司執行供應鏈碳盤查作業、對供應商進行盤查輔導及稽查。

The Supplier undertakes to continuously require its upstream and downstream supply chains to implement improvements in environmental, social, and economic sustainability issues. In alignment with the international consensus on achieving net-zero carbon emissions by 2050, the Supplier further commits to actively conducting organizational greenhouse gas (GHG) inventories and energy efficiency assessments, establishing energy-saving and carbon-reduction targets, and agrees to participate in the Company's supply chain GHG inventory initiatives, including guidance and audits conducted by the Company.

(8) 生物多樣性之維護、濫伐森林行為之防止與土地保護 Conservation of Biodiversity, Prevention of Deforestation, and Land Protection

供應商承諾在其所有商業活動中，如營業據點之設立、產品設計之開發、原物料之採購，皆須保護生物多樣性、不毀林並保護土地。

The Supplier undertakes that, in all of its business activities, including but not limited to the establishment of business locations, the development of product designs, and the procurement of raw materials, it shall protect biodiversity, prevent deforestation, and safeguard land resources.