

台塑企業往來廠商誠信廉潔暨保密承諾書

立書人(公司名稱)_____特此承諾願遵循台塑企業採購及發包之作業規定，堅決抵制串通投標（報價）、賄賂、徇私舞弊等行為發生，同意遵循如下規定：

一、立書人願依貴企業制度規定，本於良知、公正，並致力於公平、公開之作業程序，絕不為、不受任何請託或關說，以提升作業效率與功能，確保作業品質，並促使貴企業採購及發包作業制度健全發展。

二、立書人承諾願遵守貴企業採購及發包作業規定，對貴企業之權利均應注意維護，務求作業程序允妥，並對貴企業所提供之文件、資料等均負保密責任。

三、立書人承諾不得有下列行為：

(一)對貴企業員工或其至親好友賄賂、給予回扣或不當餽贈及其他利益輸送。

(二)給予貴企業員工或其至親好友食、宿、交通、娛樂、旅遊或其他類似情形之免費或優惠招待。

(三)要求貴企業採購、發包經辦或其他員工洩漏應保守秘密之作業資訊。

(四)利用職務獲得非公開資訊圖私人利益。

(五)與貴企業員工有借貸或非經公開交易之投資關係。

(六)從事足以影響貴企業員工尊嚴或使一般人認其有不能公正執行職務之事務或活動。

四、立書人因公須拜訪貴企業採購及發包人員或主管時，絕不私自進入貴企業員工之辦公場所洽談或翻閱文件，應至會議室等公開場所洽談。

五、保證提供貴企業之交易資料及條件(包括但不限於基本資料、訓練證(執)照、交易價格、品質規格、服務標準、工程圖面)均為正確無誤，絕無蓄意虛報或偽造、變造等情形。

六、立書人參與貴企業之招標時，承諾應以公平正當之方法參與，絕不以詐術或其他不法、不當方法使其他廠商無法投標或使開標發生不正確、不公平之結果，或以任何方法使其他廠商不為投標或不為價格競爭；若立書人事後為未得標之一方，除經貴企業書面同意外，立書人承諾亦不參與該案之相關工作或工程。倘經貴企業發現有前述違反承諾之情形之一者，貴企業得將此事實公告，並得取消或停止立書人之交易對象資格。

七、若違反本承諾書之約定，除貴企業有權予以停權處理外，若被禁止往來，立人及其所屬人員將永久禁止入廠。

八、立書人倘違反法律或本承諾書者，貴企業得不經催告逕行終止或解除與立書人間之合約，無須承擔任何責任，立書人並願賠償貴企業所受損失及所失利益(包括但不限於律師費用及訴訟費用)，立書人並願負相關民事及刑事責任，絕不推諉。

九、如有關聯人等以直接或間接形式要求任何利益，立書人願即向檢舉信箱舉報(檢舉者身分資料將予保密)，並無條件配合調查，及提供相關證人證據。

十、立書人簽署本承諾書前，倘已與貴企業有商業往來之案件而尚未完成者，如該案合約中所附承諾書規定內容與本承諾書修訂後規定有不同之規定者，概按最新版本辦理，本承諾書並為該案件合約之一部份。

此致

台灣塑膠工業股份有限公司、南亞塑膠工業股份有限公司、台灣化學纖維股份有限公司、台塑石化股份有限公司、台塑汽車貨運股份有限公司、汎航通運股份有限公司、塑化汽車貨運股份有限公司、台朔汽車股份有限公司、台塑通運股份有限公司、台塑旭彈性纖維股份有限公司、六輕汽車貨運股份有限公司、台塑大金精密化學股份有限公司、台塑海運股份有限公司、源石科技股份有限公司、台塑生醫科技股份有限公司、虹京資源股份有限公司、台塑鋰鐵材料科技股份有限公司、南亞科技股份有限公司、香港商台塑物流股份有限公司台灣分公司、補丁科技股份有限公司、長庚醫療財團法人、沙爾德聖保祿修女會醫療財團法人、財團法人長庚大學、財團法人明志科技大學、長庚學校財團法人長庚科技大學、長庚醫學科技股份有限公司、長庚生物科技股份有限公司、世信生物科技股份有限公司、台塑出光特用化學品股份有限公司、臺灣營德股份有限公司、育志開發股份有限公司、台塑資源股份有限公司、英屬開曼群島商台塑河靜有限公司台灣分公司、長永開發股份有限公司、台塑合成橡膠工業股份有限公司、台塑科騰化學有限公司、台塑建設事業股份有限公司、南中石化工業股份有限公司、南亞電路板股份有限公司、亞朔開發股份有限公司、華亞園區管理顧問股份有限公司、台朔環保科技股份有限公司、台化出光石油化學股份有限公司、華亞汽電股份有限公司、台灣醋酸化學股份有限公司、南亞光電股份有限公司、台化地毯股份有限公司、賴商台塑海運股份有限公司、鯨世界國際股份有限公司、亞太投資股份有限公司、亞台開發股份有限公司、麥寮工業區專用港管理股份有限公司、台塑網科技股份有限公司、麥寮汽電股份有限公司、台亞石油股份有限公司、達興纖維股份有限公司、文方實業股份有限公司、文菱科技股份有限公司、台塑網旅行社股份有限公司、台塑勝高科技股份有限公司、台灣必成股份有限公司、台朔重工股份有限公司以及其他未列入台塑企業之公司與爾後新成立之公司

立書人(公司用印)：

負責人(簽章)：

地址：

公司統編：

西元

年

月

日

Formosa Plastics Groups' Supplier Integrity and Non-Disclosure Declaration and Undertaking

The undersigned, _____, being a party in the quotation or transaction with your companies, ("Undersigned") hereby represents, undertake and commits to honor, maintain, uphold and comply with the procurement and bidding rules of Formosa Plastics Group, to firmly resist conspiracy in boycott of tenders (quotations), bribery, unfaithful, cheating and other such similar behaviors, and to be bound by the following terms set forth in this Declaration and Undertaking:

1. The Undersigned will devote itself in good faith to fair and public bidding and procurement procedures without doing or accepting any illegal request or lobby in order to improve the efficiencies and functions of your companies' bidding and procurement process, and to ensure operational quality and enhance the solid development of your procurement and bidding procedures and rules.
2. The Undersigned agrees to comply with your procurement and bidding rules, and maintain your rights, pursue to promptly procurement and bidding procedures, and keep the documents and information provided by your companies in confidential.
3. The Undersigned covenants that it shall not:
 - (1) Bribe or provide consideration, improper gift, or other benefits to your employees or their relatives and friends.
 - (2) Provide food, accommodation, transportation, amusement, travel or other similar free or favorable treatments to your employees or their relatives and friends.
 - (3) Request your procurement and bidding handling personnel or other employees of your companies to disclose your confidential information.
 - (4) Acquire non-public information by taking advantage of the job to seek private benefits.
 - (5) Have a loan or non-public traded investment relationship with your companies' employees.
 - (6) Engage in matters or activities that are sufficient to affect the dignity of your employees or in a manner that would generally consider by normal person as your employees could not act fair and impartial.
4. When it is necessary that the Undersigned needs to visit your companies' procurement and bidding handling personnel or officer, the Undersigned will proceed such visit or discussion in your meeting room and shall not be allowed

to enter to your office and review or read your documents without your approval.

5. The Undersigned represents and warrants to provide accurate and correct transaction information and conditions, including but not limited to basic information, training certificates (licenses), transaction prices, quality specifications, service standards, and engineering drawings, without any false or misrepresentation to your companies.
6. The Undersigned agrees to participate your companies' open bidding and quotation process in a fair and proper manner without using any fraud, illegal or improper methods to cause, or possible to cause, to affect the results of bidding, failure of opening the tenders or not having price competition. If the Undersigned becomes a non-awarded party afterward in the above circumstance, the Undersigned consents that it will not participate in any other transactions, works or construction works without the written consent of your companies. Where any violation hereof has been discovered or acknowledged, your companies shall be entitled, and the Undersigned agrees, to disclose such facts to any third party; and to disqualify or suspend the Undersigned's qualification for your companies' open bidding and quotation process.
7. Any violation or breach of the covenants herein, in addition to the suspension of the Undersigned's rights of quotation or bidding, your company may also permanently prohibit the Undersigned including its employees and related person to enter your office or plan site, once the Undersigned has been awarded as the prohibited transaction party by your companies.
8. If the Undersigned violates or breaches any applicable law or the terms of this Declaration and Undertaking, your companies shall be entitled to terminate or cancel the contract (including order confirmation) between your companies and the Undersigned immediately without providing any prior notice and shall not be responsible for any liabilities. The Undersigned will also compensate the losses and profits (including but not limited to attorney fees and litigation expenses) incurred by your companies. In addition, the Undersigned will undertake the relevant civil and criminal liabilities without denial for excuse.
9. If any of your employee's related person asks for any directly or indirectly interest from the Undersigned, the Undersigned will immediately report this event to your company's designed email-box or mail address, such report shall be kept in confidential. The Undersigned will also agree to cooperate with the investigation unconditionally and provide relevant witness and/or evidences to your companies or the investigation authority.
10. If there is any ongoing transactions between the Undersigned and your companies before the execution of this Declaration and Undertaking, the

Undersigned agrees that the latest version of this Declaration and Undertaking and its amendment, if any, shall govern to such transactions and be incorporated in the respective contract, agreement and/or order confirmations, and collectively constitute as a single instrument.

TO:

FORMOSA PLASTICS CORPORATION, NAN YA PLASTICS CORPORATION,
FORMOSA CHEMICALS & FIBRE CORPORATION, FORMOSA PETROCHEMICAL
CORPORATION, CHANG GUNG MEDICAL FOUNDATION, NANYA TECHNOLOGY
CORPORATION, NAN YA PRINTED CIRCUIT BOARD CORPORATION, INOTERA
MEMORIES, Inc., HWA YA POWER CORPORATION, FORMOSA HEAVY
INDUSTRIES CORP., FORMOSA STEEL CORPORATION, PFG FIBER GLASS CORP.,
FORMOSA BP CHEMICALS CORPORATION, FORMOSA SUMCO TECHNOLOGY
CORPORATION, MING-CHI UNIVERSITY OF TECHNOLOGY, CHANG GUNG
UNIVERSITY, CHANG GUNG UNIVERSITY of SCIENCE and TECHNOLOGY,
FORMOSA TECHNOLOGIES CORPORATION, MAI LIAO POWER CORPORATION,
FORMOSA DAIKIN ADVANCED CHEMICALS Co. Ltd., FORMOSA AUTOMOBILE
CORPORATION, FORMOSA AUTOMOBILE SALES CORPORATION, CHANG GUNG
BIOTECHNOLOGY Co. Ltd, FORMOSA BIOMEDICAL TECHNOLOGY
CORPORATION, JEN YUAN MATERIAL TECHNOLOGY CORP., CHANG GUNG
MEDICAL SUPPLIES and EQUIPMENT CORP., TAI SHIH TEXTILE INDUSTRY
CORP., FORMOSA OIL (ASIA PACIFIC) CORP., FORMOSA ENVIRONMENTAL
TECHNOLOGY CORPORATION, FORMOSA IDEMITSU PETROCHEMICAL
CORPORATION, FORMOSA FCFC CARPET CORPORATION, NANYA PHOTONICS
Inc., FORMOSA MAI LIAO ENGINEERING CORPORATION, SU HUA TRANSPORT
CORPORATION, FORMOSA PETROCHEMICAL TRANSPORTATION
CORPORATION, FORMOSA PLASTICS TRANSPORT CORPORATION, FORMOSA
PLASTICS MARITIME CORP., FORMOSA PLASTICS MARINE CORPORATION,
TAIRAY GARMENTS MANUFACTURING CO. LTD.,
WEN FUNG INDUSTRIAL CO. LTD., TAI SHIH TEXTILE INDUSTRY CORP.,
FORMOSA PLASTICS MARINE CORPORATION LTD., YUE CHI DEVELOPMENT
CORP, ASIA PACIFIC INVESTMENT CO., YA TAI DEVELOPMENT CORPORATION,
ASIA PACIFIC DEVELOPMENT CORPORATION, NAN CHUNG PETROCHEMICAL
CORPORATION, FORMOSA FAIRWAY CORPORATION, TAH SHIN SPINNING
CORP., CHIA-NAN ENTERPRISE CORPORATION, FORMOSA
ADVANCED TECHNOLOGIES CO. LTD., WELLINK TECHNOLOGY CO. LTD.,
BIO TRUST INTERNATIONAL CORPORATION, FORMOSA CLEMENT MARINE
CORPORATION, FORMOSA PLASTICS MARINE CORPORATION, FORMOSA ACE
MARINE CORPORATION, FORMOSA DISCOVERY MARINE CORPORATION,
FORMOSA BRILLIANCE MARINE CORPORATION, FORMOSA BRAVE MARINE
CORPORATION, FORMOSA DUKE MARINE CORPORATION, FORMOSA ENERGY
MARINE CORPORATION, FORMOSA PLASTICS CORPORATION, FORMOSA
CHALLENGER MARINE CORPORATION, FORMOSA BRIGHT MARINE

CORPORATION, FORMOSA APPOLLO MARINE CORPORATION, SUPERIOR
WORLD WIDE TRADING CO LTD., FORMOSA GROUP OCEAN MARINE
INVESTMENT CORPORATION, FORMOSA DEVELOPMENT CORPORATION,
TRANS ASIA INVESTMENT CORPORATION, FORMOSA LEASING CO.LTD., ASIA
PACIFIC ENERGY CORP., A. P. LOGISTICS CORPORATION, CALTEX TAIWAN
CORPORATION, FORMOSA SCOVILL CORPORATION, AMPERE INDUSTRIAL
LIMITED, ASIA PACIFIC TECHNOLOGY CORPORATION, PEI JEN COMPANY LTD. ,
HWA YA SCIENCE PARK MANAGEMENT CONSULTING CO.LTD. ,
FORMOSA PLASMA DISPLAY CORPORATION and
**Other companies not enlisted in the Formosa-related (affiliated) parties and
the new companies established afterward.**

Undersigned (Company):

Person in Charge (signature/seal):

Address:

VAT number:

Date: