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 represent 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 prohibited 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. The Undersigned agrees to pay the amount of NT$10 million or the total transaction amount between the Undersigned and your companies in previous year, which amount is higher, as the punitive damage, immediately upon the violation hereof to your companies. In addition, without prejudice to any of your companies’ remedy permitted by applicable laws, the
Undersigned agrees to compensate all damages suffered by your companies.

10. 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.

11. 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, TAI RAY 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:

VPN number:

Date: