

Delta Group Code of Conduct

Version 2.3 (2020)



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【Delta Group Code of Conduct】

The Code of Conduct (referred to as the “Code” hereunder) below is drawn up for observance by Delta Group in the hope that Delta Group will produce better work performance, provide better products to customers, and observe laws and code of ethics to help uphold the Company assets, interests, and image and contribute to the sustainable operation and development of Delta Group:

1. 【Scope of Application and Ground Rules】

1-1 The Code applies to all members (including managers, employees, board of director members, and supervisors) (collectively referred to as “Delta Members” hereunder) of Delta Electronics, Inc., its affiliated companies, and subsidiaries (referred to as the “Delta Group” hereunder).

1-2 As Delta Group has extended across the globe, in order to make supplements to the Code, affiliated companies and subsidiaries of Delta may establish and supplement more stringent policies and standards in accordance with discrepancies between different local regulations.

1-3 Delta Members shall observe all applicable laws and Company policies, and follow the principles of “To provide innovative, clean and energy-efficient solutions for a better tomorrow” and “honesty and integrity.” Delta Members shall observe all regulations promulgated by Delta Group, including employment contracts, the Code, working rules, information security policies, and others.

It is the obligation of all Delta Members to carefully read, understand and observe the Code and its modifications thereof. Delta Group reserves the right to interpret, modify, or delete the entire or partial Code, Company policies, and other regulations. If there is any question or thoughts concerning the application of the Code, Delta Members should seek explanations from their direct superior or head of the human resources department.



2. 【 Conflict of Interest 】

2-1 Conflict of interest refers to personal activities or investments of Delta Members that may interfere with their judgment for the execution of work, or where Delta Members fail to act based on the interests of Delta Group.

2-2 Delta Members shall make recommendations of talents based on the interests of Delta Group, and shall not be affected by personal relationships. A Delta Member shall not be involved in employment decisions related to spouse, parent, children, relatives within the second degree of kinship or other personnel with close relationships such as for employment, allowance, probation, promotion, or to be in the same unit. Employment decisions shall be made based on qualifications, performance, skills, and experience.

The following relationships are within the second degree of kinship:

First Degree Relative by Blood: father, mother, children

First Degree Relative by Marriage: spouse, father-in-law, mother-in-law,
son-in-law, daughter-in-law

Second Degree Relative by Blood: grandfather, grandmother, sibling,
grandson, granddaughter

Second Degree Relative by Marriage: sister-in-law, brother-in-law,

2-3 Unless it is with the prior approval of the unit head, Delta Members are prohibited from operating, undertaking or investing in enterprises that engage in the same or similar businesses as those of the Delta Group under their own or other's name (including, friends/families, people with more than the third degree of kinship, proxies, partnerships, or other representatives), nor shall any Delta Members act concurrently as an employee, nominee, consultant, or work in other capacities at another company that competes with Delta Group. However, observe the requirements provided in employment contracts or other investment ratios for Delta Members provided.

2-4 Delta members should stay alert to avoid potential conflicts of interest



and shall not engage in any business, investment or activity that could impact the interests or interfere with the business of Delta Group.

Conflict of interest includes but is not limited to using Company property or abusing one's own position inside the Company for personal gain; transferring the resources or interests of the Company to oneself or friends/families; negotiating or engaging in transactions for oneself or friends/families that is adverse to the interests of Delta Group.

2-5 Delta Members shall not take advantage of their position inside the Company to recommend, sell, or act as an intermediary to introduce products or services not provided by Delta Group for personal gain.

2-6 If a Delta Member has any question over whether the business, investment or activity he/she engages or plans to engage in constitutes a conflict of interest, such Delta Member should disclose it to their direct superior for obtaining the approval from the head of the unit, and notify the head of the human resources department in a written report before the investment or activity.

3. [Receiving Gifts and Entertainment]

Delta Members shall observe the Code when conducting business dealings with Company's customers, suppliers, partners or other business-related third parties (collectively referred to "Business-related Third Parties").

3-1 Delta Members shall observe laws/regulations, customary business practice and business etiquette when communicating with Business-related Third Parties.

3-2 Delta Members shall not, actively or passively, directly or indirectly, receive, commit or solicit any inappropriate interests, in their names or others', or behave in any way that is in the breach of good faith, illegal or in breach of fiduciary duties (referred to as "Dishonest Behaviors" hereunder). The "Interest," as mentioned in the Code, means anything of value, including monetary compensation, gifts, commission, position, services, discounts, and kickbacks, in whatever form or name. However, the Interest does not include those within reasonable normal social



practices, on an occasional basis, and without the possibilities to affect specific rights that satisfy the following:

- (1) It is made under local courtesy, customary business practices and during the course of domestic or overseas visits, receiving guests or visitors, business promotion and communication and coordination, as part of the business etiquette.
- (2) It is on the basis of normal social practices, business purpose or relationship promotion to attend or invite others to attend normal social activities.
- (3) It is required as part of the business operation to attend certain specific business activities, factory visits, and such, of which the expenses allocation, the number of participants, level of accommodation and duration have been reported to the direct superior in advance.
- (4) In the event of gifts for normal social purposes, in principle, such gifts shall not exceed one thousand New Taiwan Dollars, and gifts received from the same giver within the same year shall be limited to three-thousand New Taiwan Dollars.

3-3 Delta Members shall report to their direct superiors in the event of receiving gifts or interests. Such gifts or interests shall be returned if their direct superiors determine that such receipt is inappropriate or is not in compliance with customary business practice. If a Delta Member has any question over the acceptance of a gift or anything of value (including meals, travel, and entertainments), he/she should first consult the opinion of his/her direct superior before the acceptance to avoid controversy.

4. 【 Business Integrity 】

4-1 Delta Members shall not bribe the competent authorities or other government officials. "Bribe" refers to giving or offering valuable items or interests to government officials for the purposes of obtaining or maintaining business, affecting business or non-business decisions made by government officials, or for obtaining business interests, such as monies, gifts, commissions, employment opportunities, discounts, rebates, entertainment, and others, regardless of observing local practice, customs, or expanding Company business.



4-2 Bribery is criminal behavior that may result in material punishments.

Delta Members shall observe all applicable requirements related to anti-bribery and corruption (including relevant laws in the countries where they work/or other countries).

4-3 Delta Members shall observe all applicable requirements related to anti-money laundering. If the location/nation where Delta Group operates has established laws in relation to cash reporting or other suspicious transactions, Delta Members shall observe such laws.

5. [Business Operation with Integrity]

5-1 Before establishing business relationships with others, Delta Group shall evaluate the legitimacy, integrity, and operational policy of the agents, suppliers, customers or any other business dealing entities, and whether there are any records of dishonesty, to ensure such entities' business operation is with integrity, transparent, and will not demand, offer or receive bribes.

In making the above evaluation, Delta Group may conduct appropriate audit procedures to evaluate its business dealing entities on the following subjects to understand its integrity and operation:

- (1) Such entity's nationality, place of operation, structure, operational policy and place of payments.
- (2) Whether or not such entity has established any policy on business integrity, and, if so, its implementation.
- (3) Whether its place of operation is in a country with a high risk of corruption.
- (4) Whether its business is operated in a business sector with a high risk of bribes.
- (5) Such entity's long-term business operation and its goodwill.
- (6) Peer opinions from its trading partners.
- (7) Whether such entity has any record of bribes, illegal political donations or any other dishonest behaviors.

5-2 Delta Members, during the course of conducting business dealings, shall explain to the dealing entities Delta Group's policy on business integrity and other relevant rules and shall explicitly reject any offering,



promise, demands or receipt, directly or indirectly, in whatever form or name, of illegitimate interests, including kickbacks, commission, or facilitation payments, nor offer or receive any illegitimate interests through any other means.

5-3 Delta Members shall refrain from conducting any business transactions with any dishonest agents, suppliers, customers or other business dealing entities. Once any dealing entity is found with dishonest behaviors, the Company employees shall immediately stop any business interactions with such an entity and categorize it as a dishonored account in order to implement the Company's policy on business integrity.

5-4 When dealing with others, Delta Group shall fully understand the counterparty's policy on business integrity and endeavor to include the compliance of business integrity as part of the contractual terms as follows:

- (1) Each party shall immediately notify the other party, in the event of being aware of any of its members breaching any contractual terms which prohibit kickbacks, commissions or any other interests, and shall disclose the identity of such members, the method of providing, promising, demanding or receiving of money or other interests and the amount thereof, and shall provide relevant evidence to the other party and cooperate in the investigation of the other party. Such party shall be entitled to indemnification in the event of any damage or loss.
- (2) Each party may immediately terminate or cancel the contract without cause if the other party engages in any dishonest behaviors in the performance of business activities.

6. [Political Donations, Political Participation, and Charitable

Donations]

6-1 Making political donations in the name of the Delta Group to any political parties, political organizations or prospective candidates shall be in compliance with the Political Donations Act and relevant internal operating procedures. Making political donations in the name of an individual shall be in compliance with the Political Donations Act and



relevant internal operation procedures; additionally, Delta Members shall be aware of the possibilities of obtaining business interests or transactional advantages. If so, except for obtaining the approval from the head of the unit, it is prohibited.

6-2 Delta Members shall not use the name or assets of Delta Group, including facilities, equipment, or trademarks, to carry out personal political activities or seek political interests. Delta Members shall be aware of their personal behavior when participating in any political activities to avoid giving impressions or causing misunderstanding to the public that Delta Group may support any prospective candidates, campaign, or issue, or providing an endorsement thereof.

6-3 Delta members shall comply with the Company's Rules Governing Charitable Donations and Sponsorship in making legitimate charitable donations or sponsorships in the name of any company of Delta Group.

7. 【Insider Trading】

7-1 Insider information means any information that could affect the trading decisions of prudent investors on certain securities or affect the market price of a certain company's securities.

7-2 Conduct of using insider information to trade stock or other securities is illegal. Transmitting or disclosing insider information to others to allow others to trade stock or other securities pursuant to the information is also illegal. Common insider information includes unpublished sales or revenue information, future gains or losses, significant events or news (i.e., restructuring, merger, or changes in the management).

7-3 If Delta Members acknowledge insider information in relation to Delta Group or suppliers or partners of Delta Group, Delta Members shall not, directly or indirectly, carry out stock or securities transactions of the company, or disclose such information to allow others to carry out the abovementioned transactions. Restrictions on carrying out indirect transactions include transactions carried out by any person cohabited with Delta Members or economically dependent on Delta Members.



7-4 The financial and business transactional information of companies under Delta Group are trade secrets and insider information, which shall not be disclosed so that shareholders' interests are not affected.

8. 【Fair Competition】

8-1 Delta Members shall observe requirements under the competition law, the fair trade act, and the anti-trust laws of different nations, and shall not offer, induce, agree on, or engage in joint conduct of any joint pricing, market monopoly, agreement on resale price, prevent others from competition, and unlawful restrictions with other companies, customers, distributors, and suppliers having a competitive relationship with Delta Group, or engage in conduct that restricts competition or hinders the fair competition by means of threats, bribery, or other dishonest methods.

8-2 If the competing companies participate in the businesses or institutions of exhibitions, seminars, industrial associations or alliances, or standard-setting groups, Delta Members shall be aware of their behaviors when interacting with such companies, and avoid giving the public impressions of Delta Group arriving at an agreement with competitors; in particular, a Delta Member shall in no circumstances discuss sensitive information with competitors regarding prices, sales terms, regions, customers, competitive bids, product lines, services provided, quantities, costs, profits, market shares, salaries, and employment processes. If the meetings participated in by the Delta Members involve any of the above topics, if possible, the Delta Members shall immediately propose an objection, form a record of the objection, and leave the venue.

8-3 If a Delta Member finds oneself, colleagues or competing companies have violated any requirements under the competition law, the fair trade act, or the anti-trust laws of different nations, the Delta Member shall report to the head of the unit immediately to adopt relevant countermeasures. Where a Delta Member violates laws and regulations of fair trade due to his/her own conduct, the Delta Member shall be held legally responsible and shall compensate Delta Group for the damages incurred thereof.



9. [Trade Secret, Intellectual Property, and Confidential Information]

9-1 "Confidential Information" refers to data and information, directly or indirectly, received, contacted, acknowledged, formed, created, or developed by Delta Members during the employment period due to the usage of equipment, technology, or resources of Delta Group or position, or those being marked with text of "Confidential" or other similar texts and declared as confidential, regardless whether such declaration is made in writing, whether it is completed, or whether it may be applied or registered for patent or other intellectual properties. For example:

- (1) Data or information concerning production, marketing, procurement, pricing, business, finance, and personal affairs, data regarding the requirements of existing and potential customers, as well as the employees, customers, suppliers, and distributors of Delta Group, and other data in relation to operating activities and methods of Delta Group.
- (2) Product formula, design, and all related documents.
- (3) Findings, concepts, and ideas, such as research and development plans, procedures, formulas, creations, and equipment or knowledge, technologies, know-how, designs, diagrams, and instructions.
- (4) Other matters or data in relation to the operating or other activities of Delta Group and that general persons engage in similar business or activities may not acknowledge.
- (5) All ideas derived from contacting or acknowledging all data or information above.
- (6) Other trade secrets prescribed under Article 2 of the Trade Secrets Act.

9-2 Delta Members shall keep confidential information of Delta Group confidential and shall not deliver, inform, transfer, or disclose to third parties in any methods or announce to the public without receiving prior consent in writing from Delta Group or duly carrying out Delta Members' duties, and shall not utilize or use such information for oneself or third parties. This provision remains effective after the termination of employment.

9-3 All Delta Members should adopt proper protective measures, including those described below, for trade secrets and confidential information known by them or under their charge through their employment with



Delta Group:

- (1) Have a confidentiality agreement signed before disclosing with authorization any trade secret or confidential information to a third party, and mark "Confidential" or use other text markings with similar meaning on the confidential data.
- (2) Faithfully observe the clauses in the employment agreement and relevant Company requirements of the Company's Procedures for Trade Secret and Confidential Information Protection Keys and Management, and Global Information Security Policies.
- (3) Adopt necessary and reasonable protective measures to prevent access to such trade secrets or confidential information by unauthorized persons.
- (4) Trade secrets or confidential information shall only be disclosed to other Delta Members that are required to know such information.

9-4 Without the written authorization from the ex-employer of Delta Members or other parties, when Delta Members perform their duties in Delta Group, Delta Member shall not quote or use any confidential information that belongs to the ex-employer of Delta Members or other parties. Also, Delta Members guarantee that they will not disclose confidential information of other parties to Delta Group or any third party.

9-5 For confidentiality obligations of Delta Group to third parties, Delta Members also agree to undertake the equivalent obligations as Delta Group. Delta Members will exert maximum due care for obligations and protection to trade secrets or confidential information of third parties to avoid matters of default. This provision remains effective after the termination of employment.

9-6 Regarding the information (whether confidential or not) of Delta Group or third parties with business relationships held by Delta Members during their employment, Delta Members shall return such information to Delta Group upon departure, and shall not destroy, alter, or keep such information.

9-7 Except for Delta Group or the owner of the confidential information announcing to the public regarding such confidential information, the aforesaid confidentiality obligation does not end when a Delta Member



leaves his/her job.

9-8 Delta Members may only search for and save information required by their work within the scope of their duties, and they shall manage relevant information in a secure manner according to the file management requirements of Delta Group within its validity period.

9-9 Delta Members shall make use of Delta's trademark, company name, business title, logo or slogan (collectively, the "Delta Trademarks") according to Delta's relevant regulations. Without consent from Delta, Delta Members may not use Delta Trademarks on non-Delta products or services, or for their own interests or authorize others to use Delta Trademarks. Delta Members may not use trademarks which are not legally authorized on products or services of Delta Group.

9-10 Delta Members may not, in person or procure others to, propose objection, cancellation, or argue for the efficacy of Delta Trademarks in any country, or, in person or procure others to, use, apply for, or register any trademark or company name equivalent or similar to Delta Trademarks on any goods or services in any country.

9-11 Delta Members shall duly comply with laws in relation to intellectual property, and the Company's Procedures for Patent Management and other requirements related to the intellectual property of Delta Group, including relevant regulations and standard procedures for application, litigation, and assets protection.

9-12 Delta Members are prohibited from obtaining the trade secrets or confidential information of others through spying, theft, coercion, enticement or other illicit means, or in any way stealing, plagiarizing, or taking possession of other's papers, works, research reports, patents, proprietary technology, design drawings or other technological findings that result in the infringement of other's intellectual property rights.

9-13 All inventions, creations, technological findings, trade secrets and other intellectual properties conceived or generated by Delta Members during their employment with the Company using the Company



resources belong to Delta Group. Delta Group may apply to intellectual property rights; Delta Members should render full assistance and cooperation in related procedures.

9-14 Delta Members shall not attempt to access other's networks, data, other accounts, or computer systems through hacking, password mining, stolen password or by any other means, or use unlicensed software.

9-15 Delta members have the responsibility to comply with the Copyright Act or copyright-related regulations and shall refrain from copying, installing or using unlicensed software or work in the performance of their own or other Delta Members' assignments.

9-16 Unless with the consent or authorization of the copyright holder, Delta Members shall not at their own discretion reproduce, alter, reprint, adapt, extract, reverse engineer, or engage in other activities that infringe on the copyright of other's work in part or whole.

9-17 When releasing, publishing or making public news, information (including information of cooperation plans, strategic alliances, investment relationships, competition strategies with others), products or documents of Delta Group, Delta Members shall obtain the prior consent of the head of relevant departments and ensure that the release, publication or making public of such technology-related news, information, products or documents will not adversely affect the rights and/or interests of Delta Group or infringe on the trade secrets of Delta Group.

9-18 Delta members shall not make false statements or disseminate any false information that would tarnish the good name or business reputation of Delta Group, or make any false statement or disseminate false information that would tarnish other's names, during the course of performance of their duties.

10. 【 Respect Personal Privacy 】

10-1 Delta Group collects different types of personal information of Delta



Members according to the law, including personal identity verification information required to be provided by Delta Members or for Delta Group to process transactions, services, inquiries, or requests. Personal information collected and processed by Delta Group may be used for observing the requirements of laws or procure the effective business operations (such as processing matters requested by Delta Members, maintaining the relationship between Delta Group and Delta Members, helping Delta Group to maintain and improve the operation and service quality of Delta Group, and any other usages prescribed when collecting the personal information).

10-2 Delta Group may share the personal information of Delta Members with authorized personnel in connection with the above purposes. Delta Group may also disclose personal information of Delta Members to third-party suppliers (in particular, allowing suppliers to perform certain website services for Delta Group, such as web hosting or maintenance services). In principle, Delta Group will not disclose this type of personal information to any third party, with the exception that Delta Group will be required to disclose this type of personal information when it considers laws/regulations require it or to comply with the requirements of laws/regulations, including: (1) to comply with requirements of legal procedures or the government; (2) to prevent, investigate, or prosecute the criminal offense or attacks regarding the completeness of Delta Group's website or network technology; (3) to protect the rights, property or safety of Delta Group, website users, or the public. Delta Group is a multinational corporation that possesses offices, affiliated enterprises, and suppliers in different jurisdictions, the protection to personal information upon international transmission shall be ensured through contracts, internal code of conducts, or other protective mechanisms.

10-3 Delta Group shall preserve the personal information of Delta Members within the period permitted by the law and for the purpose of no more than collecting or processing personal information. Furthermore, Delta Group may delete such personal information under the following circumstances: (1) when the personal information is not required for the original collecting or processing purposes; (2) when no legal basis or legitimate reason is available for the continual processing; (3) when it is to comply with legal obligations. Delta Group will respect Delta



members' rights to delete and review the personal information and consult others within the scope permitted by the laws.

11. [Diversity, Fair Employment Opportunity, and Respect]

11-1 Delta Group provides equal working opportunities with no discrimination regarding ethnicity, nationality, region or social class, origin, lineage, religion, disability, gender, sexual orientation, pregnancy, family responsibilities, marital status, group membership, political affiliation, age, or other status protected by the local laws or laws of other countries.

11-2 Delta Group commits to employing qualified people with disabilities or the vulnerable, to establish a diversified environment that makes all Delta Members feel at ease, inclusive and that they have been treated equally.

11-3 To ensure that all qualified personnel have a chance to develop in Delta Group, Delta Group employs Delta Members via public employment channels.

12. [Discrimination and Harassment Prohibition]

12-1 Delta Members shall perform their duties with respect, and shall not resort to violence or other illegal conduct regarding their duties.

12-2 Harassment includes hurting others or affecting their work performance by way of behaviors, language, and written texts, or making them feel scared and disgusted, or establishing a bullying, hostile, or aggressive working environment.

12-3 Delta Members shall not take advantage of the business to engage in abnormal relationships with customers, suppliers, and partners, or other Delta Members, or engage in harassment (including sexual harassment), discrimination (including race, gender, disability, or religious discrimination), theft, threats, or other illegitimate conduct.



13. 【 Environment, Health, and Safety of Working Premises 】

13-1 Delta Group attaches great importance to the health and safety of employees and has established procedures to ensure the working environment achieves the standards required by all relevant regulations, ensuring the safety at work for employees.

13-2 Delta Members shall observe and comply with health and safety laws and regulations on the company premises. Moreover, Delta Members shall comply with health and safety requirements and practices of third party venues. Delta Members shall also comply with the health and safety requirements of customers or when working on their premises or in their venues. When customers, suppliers, partners, contractors or third parties visit the location of Delta Group, Delta Members shall explain to them the applicable requirements for safety and health.

13-3 If there is suspicion regarding the following circumstances at the workplace or in the market, Delta Members shall report to their direct superior and health and safety officers immediately:

- (1) Being asked to engage in unsafe work.
- (2) Being asked to engage in work that one has never received related training and may cause harm to oneself or others.
- (3) Found others engaging in unsafe work.
- (4) Unsafe vehicles, equipment under operation, or working premises.
- (5) Injuries, sickness, or emergencies that occur at the working premises, including false alarms.
- (6) Other health and safety issues.

14. 【 Using Company Resources 】

14-1 Delta Group provides working premises, furniture, stationery, office equipment, and information technology resources to Delta Members to help the work of Delta Members. Delta Members shall duly manage and carefully use and maintain such resources, and avoid losses, damage, waste, misappropriation, or illegal usage of such resources.

14-2 Delta Members shall make the best of Delta Group's resources to maximize the interests of Delta Group. Unless permitted by Delta Group,



Delta Members may not use Delta Group's resources to engage in conduct irrelevant to the business or violate the interests of Delta Group.

14-3 Delta Members are obliged to ensure the accuracy and completeness of information and records (including account books, receipts, records, entries, capital, and assets) owned, collected, used, or managed by themselves, and may allow the transactions and business dealings of Delta Group to be reflected appropriately and accurately in compliance with the relevant accounting standards and codes of conduct.

14-4 Delta Group will not allow the existence of undisclosed or unrecorded capital or assets, and it is forbidden to prepare false or misleading statements or records in the records, entries, financial statements, or other documents, or intend to conceal or disguise the actual transaction circumstances of the Company. Delta Members shall avoid adding any information that is intended to conceal, mislead, or disguise the financial or non-financial transactions, results, or actual balances in the account books or records of the Company.

14-5 Shall there be occurrences of quality defects or recalls regarding products of Delta that have exceeded the scope of general warranty or return material authorization (RMA) with significant influence, Delta Members shall notify the local legal affairs department immediately and sign or negotiate the compromise contracts, or agree with customers or pay compensation or discounts to customers, or arrive at compensation or reconciliation agreements with a third party (such as the supplier) after receiving the consent from the legal affairs department.

14-6 When Delta Members are participating in any contract negotiations on behalf of Delta Group, Delta Members shall ensure that they understand and observe the signing authorization regulations and relevant policies of Delta Group, and only carry out negotiations within the authorization and business scope of the member granted by Delta Group, and the member shall also obtain all required approvals.

15. [Compliance with Environmental Protection Rules]

15-1 Delta Members should understand Delta Group's mission of "To



provide innovative, clean and energy-efficient solutions for a better tomorrow” and related policies, and comply with laws/regulations and Company rules, receive related training, and implement the product design or plant operation in coordination with relevant internal management systems.

15-2 When discovering problems during work that constitute a violation of environmental regulations, or if there are suspicions of such violations, Delta Members should proactively reflect the problem to their direct superior or relevant units. Delta Members should also offer opinions or ideas for the reference of the Company.

15-3 Delta Members shall promote the policies and practices of Delta Group among the supply chain of Delta or other stakeholders of Delta and communicate those matters periodically to make continuous improvements and achieve the optimal results.

16. 【 Training, Propagating, Discipline and Whistleblower Channels 】

16-1 Delta Group shall disclose its policy on business integrity in the internal rules, annual reports, Company website, and other marketing materials and when appropriate, in the activities open to the public to ensure Delta Group’s suppliers, customers or any other business-related third parties fully understand Delta Group’s policy on business integrity and its rules.

16-2 Delta Group shall offer education and training for the implementation of the Code, allowing all Delta Members to understand the Code. Delta Group shall provide education and training for all employees upon joining, and shall carry out review training every year. Employees who fail the test are required to receive training and take the test again in three months and repeat the process until they pass the test. The test results will be used as a reference in the performance review of Delta Members.

16-3 Companies under Delta Group shall conduct investigations into the specifics of events upon discovering or receiving reports on any allegation of Delta Members’ dishonest behaviors. Relevant members shall cooperate in such investigations and provide relevant information



If it is proven and confirmed that any Delta Member has violated the law/regulations or the Code, Delta Group may, in view of the severity of the violation, mete out one or multiple disciplinary actions as described below and in accordance with the applicable local work rules, and may hold the violating employee accountable pursuant to the local civil and/or criminal laws.

- (1) Issue a warning as reprimand and request that such breach of conduct is immediately ceased.
- (2) Require the violating employee to receive training and testing of the Code again.
- (3) Record a warning or demerit against the violating employee.
- (4) Deduct performance bonus or employee bonus, demotion or dismissal from employment.
- (5) If the violation is of significant severity, Delta Group may terminate the employment agreement in accordance with the labor acts in each region and the provisions of the employment agreement.
- (6) If the direct superior of the violating employee is found slack in supervision or was aware of the violation but decided to cover for the violator or not to report the matter, the superior will, in view of the severity of the situation, be subject to a warning, demerit or dismissal from employment.

16-4 All Delta Members have the obligation to report the matter to any of the following persons/units below and follow the grievance procedure in each region when they find that another Delta member may be involved in activities that violate the law or the Code:

Scope of Application		Mailbox
Employee Other External Stakeholders	Taiwan	HR.GRIEVANCE@deltaww.com
	Southern China	5399.CNS@deltaww.com
	Eastern China	5399.CNE@deltaww.com
	Shanghai Region	5399.SH@deltaww.com
	Americas	HR.GRIEVANCE.DAL@deltaww.com
	EMEA	HR.GRIEVANCE.EMEA@deltaww.com
	SEA	HR.GRIEVANCE.SEA@deltaww.com
	NEA	HR.GRIEVANCE.NEA@deltaww.com
	India	HR.GRIEVANCE.DIN@deltaww.com
Supplier	Global	885@deltaww.com



16-5 Investigation and confidentiality:

Delta Members or external parties shall specify the information of the reporting party on the reporting letter when reflecting or reporting the act of violation of another member. You can choose to be anonymous, but you are encouraged to provide your name for communication and investigation. The handling unit for the reporting shall exert strict confidentiality regarding the above-mentioned information, and only when required by the investigation may it disclose such information to designated personnel, and it will adopt reasonable preventive and protective measures to avoid the reporting party encountering retaliation or improper treatment.

17. 【 Effective Date 】

This policy is effective September 1st, 2019

18. 【 Edition History 】

The first edition was in 2010.

The first amendment was in 2012.

The second amendment was in 2019.

The 2.1 amendment was in 2019 August.

The 2.2 amendment was in 2020 April.

The 2.3 amendment was in 2020 August.