

## Integrity Undertaking

With the good faith, we, \_\_\_\_\_, a corporation organized under the laws of \_\_\_\_\_ having its principal office at \_\_\_\_\_, including its subsidiaries and affiliates as identified in the **EXHIBIT 2** (hereinafter collectively referred to as “Supplier”) as the supporting Supplier of VIVOTEK Inc. (as VIVOTEK), a corporation organized under the laws of TAIWAN having its principal office at \_\_\_\_\_, including its subsidiaries and affiliates as identified in the **EXHIBIT 1** (hereinafter collectively referred to as “VIVOTEK”), agree to cooperate with VIVOTEK to face the challenge from the market and search for continuous growth of sales.

In order to build a good system for purchase and to avoid the interference in business transaction caused by human beings, Supplier and all personnel of Supplier shall keep good integrity to stop any misconduct and strictly follow all terms and conditions below:

1. Supplier and any of personnel of Supplier shall not provide any and all to VIVOTEK personnel and their relatives, either directly or indirectly, any cash, security, present not formally provided by Supplier, treat for leisure or trip, or other transfer of any kind of benefits.
2. Supplier and any of personnel of Supplier shall not provide any and all to VIVOTEK personnel and their relatives, either directly or indirectly, any debit or credit, lease, investment, and transaction which is not instructed by management of VIVOTEK.
3. Supplier and any of personnel of Supplier shall not provide any and all to VIVOTEK personnel or their relatives, any job for VIVOTEK personnel’s or their relatives’ reward.
4. Supplier and any of personnel of Supplier shall never impair the benefits or reputation of VIVOTEK. Supplier shall be responsible for any civil or penal liability resulting from any breach of this Section.
5. Supplier and any of personnel of Supplier shall faithfully perform every purchase and transaction including but not limited to purchase of material, OEM, transfer of equipment, transportation and custom report and so on.

In order to avoid any breach of the above Sections 1~5, VIVOTEK reserves the right to request the Supplier to submit any document or evidence and immediately report to VIVOTEK.

VIVOTEK will take a legal action if there is any breach of this Agreement by the Supplier or any of personnel of Supplier and do as follows.

- (1) The Supplier shall be liable for the costs and expenses (including but not limited to attorneys' fee) for the legal action and VIVOTEK shall be entitled to reduce these costs and expenses from the payment due to the Supplier.
- (2) If there occurs inappropriate situation similar to any breach of any above Sections 1~5 and the breach is verified to be true by VIVOTEK, all the purchase order placed by VIVOTEK will be deemed to be invalid and canceled. VIVOTEK shall reject to do any business with such breaching Supplier.
- (3) Supplier agrees that VIVOTEK shall deduct the same amount directly from the payments paid to Supplier. If there is insufficient, Supplier should complement within the period which VIVOTEK designates.

“Affiliate” means any corporation, company or other entity, which has relationships with VIVOTEK or Supplier as follows:

- (1) In these ways (including but not limited to fund, manage, purchase and sale), there is ownership or being controlled by one party, direct or indirect.
- (2) There is ownership or being controlled by the same party, direct or indirect.
- (3) Other relationships in the benefits.

This Agreement is made on the equal and voluntary basis between VIVOTEK and Supplier, but not standard form contract of any party. Both parties have had an adequate communication about the contents and agree the entire terms of the Agreement at the time of signature.

This Agreement shall be governed, construed and enforced in accordance with the laws of TAIWAN (Republic of China). The parties will attempt in good faith to resolve any dispute, controversy, claim and difference arising out of or relating to this Agreement promptly by negotiations between both parties' representatives. If such disputes, controversies, claims and differences cannot be settled through negotiations between the parties, it shall be finally adjudicated by the Taipei district court in Taiwan as the first trial.

Both parties agree that the following contact are for report of any breach of this Agreement:

**EMAIL: GRIEVANCE@vivotek.com**

IN WITNESS WHEREOF, Supplier accepted and agreed this Integrity Undertaking, and have caused its respective authorized representatives to execute this Agreement

effective as of the date written below.

**Supplier:** \_\_\_\_\_

**By:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE (d/m/y):** \_\_\_\_\_

**The other subsidiaries and affiliates (including but not limited to the new factories after signing the agreement) of VIVOTEK or Supplier shall automatically apply this agreement although they are not listed in the agreement and its EXHIBIT1 and EXHIBIT 2.**

#### **EXHIBIT 1**

AETEK Inc.

LIDlight Inc.

REALWIN INVESTMENT Inc.

VIVOTEK USA Inc.

VIVOTEK Netherlands B.V.

VIVOTEK Japan Inc.

VIVOTEK Holdings Inc.

Wellstates Investment LLC

**VIVOTEK may add any other company or delete any company listed above upon notice to Supplier at any time.**

#### **EXHIBIT 2**

1. Supplier name:

Responsible Person:

Address:

2. Supplier name:

Responsible Person:

Address:

3. Supplier name:

Responsible Person:

Address: