

Falco Electronics (Xiamen) CO., Ltd
Integrity Declaration and Undertaking

This Undersigned, being a party in the transaction with Falco Electronics (Xiamen) (collectively "FALCO"), hereby represents, undertakes and commits itself to honor, maintain and uphold FALCO's integrity policy in any and all of its transactions with FALCO pursuant to the following terms:

1. Definition

Unless defined elsewhere in this Undertaking, the capitalized terms used herein shall have the meaning as set forth below:

- 1.1 "FALCO" shall mean **Falco Electronics (Xiamen) CO., Ltd.** and all its parents, subsidiaries, representative offices, Affiliates and/or any other operational organizations of any kind, currently existing and/or to be established in the future.
- 1.2 "Affiliate" shall mean any business entity that directly or indirectly controls the company, is controlled by the company or is under common control with the company. For the purpose of this definition, "control" (including the terms of "controlled by" and "under common control with") as used with respect to any entity shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such entity, whether through financing, technology, production, marketing, purchasing, personnel or otherwise.
- 1.3 "Iniquitous and Illegal Interests" shall mean, including without limitation, any rebates, commissions, gifts or treatment directly or indirectly arising from or related to effectuation of a transaction between FALCO and the Undersigned.
- 1.4 "Related Persons" shall mean spouse, parents, children, siblings, grandparents, grandchildren and any other close persons or friends of the Undersigned

2. Integrity and Clarity Undertakings

- 2.1 The Undersigned shall strictly comply with any and all FALCO's integrity policies in its transactions with FALCO. The Undersigned shall not directly or indirectly offer to, have an agreement with or give to FALCO employees, its Related Persons and/or its designees any bribes and/or Iniquitous and Illegal Interests of any kind or conduct in any manner in favor of FALCO employees, its Relative Persons and/or designees
- 2.2 The Undersigned shall not provide, offer, and intend to offer any Iniquitous and Illegal Interests for or to any FALCO employees, itself or other people
- 2.3 The Undersigned shall not provide any untrue, incorrect or misleading information with respect to any product(s) or service(s) ("P&S") in the quotation to FALCO. The Undersigned warrants that the quality of P&S shall meet FALCO requirement
- 2.4 The Undersigned warrants that the P&S price provided to FALCO shall be the fair market price and not be higher than the price offered to its other customers and/or clients. In the event that the Undersigned fails to provide the foregoing, FALCO has the right to adjust the prices at its sole discretion and offset the price discrepancy from any payment due to the Undersigned
- 2.5 The Undersigned agrees that FALCO has the right to adjust the P&S price from time to time at its sole discretion according to market changes.

- 2.6 The Undersigned shall provide in the Company Profile Card of FALCO any and all necessary information and documents and shall promptly inform and provide to FALCO any changes therefrom.
- 2.7 The Undersigned shall not misuse, take into its or third party's ownership, use for itself or third parties, or embezzle any FALCO's properties which are under control or in the possession of the Undersigned
- 2.8 The Undersigned shall not abet, lure nor cause FALCO employees to resign from FALCO or to do any actions in violation or inconsistent of their employment duties.
- 2.9 If the Undersigned is a Related Person of a FALCO employee, the Undersigned shall disclose to FALCO such relationship according to FALCO integrity policy.

3. Responsibilities

- 3.1 In the event that the Undersigned and/or its Related Person breaches any terms in this Undertaking, the Undersigned shall be subject to any civil and criminal liabilities according to any applicable laws and such breach shall constitute an adverse impact on any and all of its negotiations and agreements with FALCO. FALCO has the right to terminate any and all of its agreements with the Undersigned, as well as suspend any orders and payments due to the Undersigned. The Undersigned agrees to compensate FALCO any losses and damages arising there from and be subject to a penalty of up to USD 100,000.00
- 3.2 In the event the Undersigned breaches any terms in this Undertaking, FALCO has the right to cause the detention and arrest of the Undersigned and/or its Related Persons by the competent authorities.
- 3.3 The Undersigned agrees to the court of appropriate jurisdiction in which FALCO resides for any disputes arising from this Undertaking for the first instance.
- 3.4 In the event the Undersigned and/or its Related Person breaches this Undertaking, FALCO has the right to disclose to the public the name of the Undersigned and/or its Related Persons and their breaches.

The Undersigned:

Signature/Seal:

Authorized representative:

Signature/Seal:

Representative's ID No.:

Date: