**廉潔交易約定書**

**Undertaking of Ethics and Integrity**

立約定書人：以下簡稱「本公司」），有鑒於 本公司與 鼎樽集團所屬公司間廉潔交易重要性，本公司承諾遵守以下約定條款：

This Undertaking of Ethics and Integrity (the “Undertakings”) is made by **CÔNG TY TNHH VĂN PHÒNG PHẨM THUẬN NAM** (the “Company”). NOW, in consideration of the importance of ethical integrity in business transactions among/between the Company and DTH Group, as defined below, the Company hereby undertakes to comply with all the provisions set forth below:

1、本約定書之用字定義如下：

Definition of Terms:

（1） 鼎樽集團：包含Din Tsun Holdindg Co. Ltd. 及其既有與未來設立之所有關係企業與轉投資公司及/或由其直接或間接控制之其他主體。

“DTH Group” refers to Dintsun Holdindg Co. Ltd and all its existing and future affiliated companies and/or reinvested companies and/or other entities directly or indirectly controlled by Din Tsun Holdindg Co. Ltd

（2） 不正當利益：包括但不限於提供回扣、佣金、比例金、仲介費、後謝金、借貸/擔保或其他類似性質之金錢對價，或有價證券、禮物或其他類似性質之非金錢對價，或逾越合理範圍之業務招待、飯局、旅遊或其他類似性質之服務招待，或取得特定職務、簽訂契約或類似經濟利益或法律關係之機會,或在獲得生活、工作、學業等方面的福利上提供金錢及/或非金錢之重大協助（如就出國留學/進修、置辦房產、車輛等提供部分或全數協助）。

“Improper Benefits” means monetary consideration, including but not limited to kickbacks, commissions, rebates, brokerages, loans/guarantees and/ or other monetary consideration of a similar nature; non-monetary consideration, including but not limited to securities, gifts, and/ or other non-monetary consideration of a similar nature; hospitalities, including but not limited to business treatments that are outside the reasonable scope, meals, travels, and/or other favors of a similar nature; opportunities relating to financial benefits or legal relationships including but not limited to obtaining specified job positions, signing of contracts, or other opportunities of a similar nature; or substantial monetary and/or non-monetary assistance including but not limited to benefits associated with daily living, career and/or studies, such as partial or full subsidies on overseas studies, purchase of real estate and/or vehicles.

2、本公司認知並明瞭鼎樽集團之員工須依照各該公司人事管理規章（以下簡稱「管理規章」）及相關法令執行其業務與工作，絕不可涉入任何非法、違反管理規章、損及鼎樽集團商譽或權益之行為。基此，本公司承諾，本公司與鼎樽集團間所有交易往來合約、訂購單及其他文件載明之交易條件與價格係屬真實、正確與完整，本公司不應為達成交易目的而向鼎樽集團之員工或其家屬、親戚或前述該等人士指定之第三人（前述人士合稱“目標人士”）提供或給付不正當利益。

The Company hereby understands and acknowledges that all employees of DTH Group shall perform their job duties in accordance with “Employees’ Code of Conduct” imposed by DTH Group (the “ Code of Conduct”) and other related rules in connection with the performance of their job duties. Employees of DTH Group shall not involve themselves in any conducts which are illegal, in violation of the Code of Conduct, or to the detriment of the goodwill or interest of DTH Group.

The Company hereby represents and warrants that the prices and other business terms set forth in the contracts, purchase orders, or other documentations entered into among/between the Company and DTH Group are true, accurate and complete in all respects.

In consideration of the above-mentioned, the Company shall under no circumstances offer employees of DTH Group or their dependents, relatives or other third parties appointed by the aforesaid persons (the “Designated Persons”) any Improper Benefits in exchange for obtaining or retaining business relationship with DTH Group.

3.本公司承諾絕不為自己或他人之利益，唆使或利誘目標人士為任何違背鼎樽集團之員工職務之行為。

The Company shall under no circumstances, for its own or third party’s interests, solicit or entice the Designated Persons to perform any acts in conflicts with their job duties designated by DTH Group.

4.本公司承諾，若目標人士有直接或間接唆使或要求本公司為本約定書第二條約定情事之虞時，本公司應透過專線電話或電子郵件方式，立即通知鼎樽集團之各地區窗口，且應提供相關證據並配合鼎樽集團進行相關調查程序。前述各地區窗口之專線電話號碼及電子郵件信箱詳如附件。

In case of any violation of Clause 2 set forth in this Undertaking, directly or indirectly induced by any Designated Persons, the Company hereby undertakes to notify the designated worldwide contacts of DTH Group immediately through hotline or email, whereby the Company shall provide all evidences and/or documentations, and cooperate with DTH Group in all subsequent investigation(s), if any. The hotlines and emails of the aforesaid designated worldwide contacts have been attached herewith.

5.本公司同意，若本公司違反上述任一承諾造成鼎樽集團損失，得立即終止與本公司之所有存續中往來關係，本公司並應賠償鼎樽集團因此所致之損失。

In the event that the Company breaches any of the provisions set forth above, DTH Group shall be entitled to terminate all ongoing businesses among/between the Company and DTH Group, and receive the compensations in relation to the aforesaid breaches conducted by the Company.

6. 本約定書以 越南 法律為準據法，並以 經濟 法院為管轄法院。

This Undertaking shall be governed by the laws of VietNam and the Company further agreed that any disputes arising from this Agreement shall be solved under the jurisdiction of the People's Court in Ho Chi Minh City, VietNam.

此致

鼎樽集團

IN WITNESS WHEREOF, the Company hereto executes this Undertaking

公司名稱:

Company Name:  **CÔNG TY TNHH VĂN PHÒNG PHẨM THUẬN NAM**

立約定書人：

BY: NGÔ THỊ DIỆU HIỀN

地址：

Address: 152/36/15 Lạc Long Quân, Phường 3, Quận 11, Tp Hồ Chí Minh, Việt Nam

職稱:

Title: *Giám đốc*

負責人:

電話：

Phone: 84-979727273/ 979373738

統一編號Tax Number：84-38588957……………………...

簽署日期：2022/10/18

Date :

簽 名: / Signer’s Initials:

