

**MULTI-FINELINE ELECTRONIX, INC.
WORLDWIDE SUPPLIER CODE OF BUSINESS
CONDUCT AND ETHICS**

Introduction

- a) Multi-Fineline Electronix, Inc. (“MFLEX”) is committed to the highest standards of legal and ethical conduct. MFLEX has adopted this Worldwide Supplier Code of Business Conduct (the “Code”) to supplement its Code of Business Conduct that applies to all MFLEX employees, officers and directors of MFLEX. This Code applies to all suppliers, contractors, consultants and/or other agents when they are representing, acting on behalf of, or working with MFLEX (each a “Supplier”).

Raising Questions and Reporting

- a) No code or policy can anticipate every situation or provide definitive answers to all questions that may arise. Accordingly, this Code highlights areas of ethical risk, provide guidance in recognizing and dealing with ethical issues, and establish mechanisms to report unethical conduct.
- b) Each Supplier is responsible for adhering to the standards in this Code, for raising questions if in doubt about the best course of action and for reporting possible misconduct promptly after it comes to its attention.

Reporting

- a) Suppliers can report concerns or possible misconduct (including concerns or complaints about accounting, internal accounting controls or auditing matters) by contacting MFLEX’s General Counsel directly or through MFLEX’s hotline by:
- going to the website (<https://www.openboard.info/mflex/index.cfm>) and clicking on the link to access an Internet-based message interface that will deliver a message to the General Counsel of MFLEX; or
 - calling 866-276-3676 to leave a message with the General Counsel of MFLEX. Please note that all voicemail messages will be electronically altered or disguised to ensure confidentiality.
- b) Individuals can make a report anonymously through the Openboard website, although they are encouraged to provide their name to facilitate investigation and follow-up. All reports will be kept confidential to the extent practical, except where disclosure is required to investigate a report or by applicable law or legal process.
- c) It is important that MFLEX be made aware of circumstances that may indicate possible violations of law or this Code. MFLEX and applicable law prohibit any form of retaliation for raising concerns or reporting possible misconduct in good faith or for assisting in the investigation of possible misconduct.

Gifts and Gratuities

- a) Actions taken on behalf of MFLEX should be free from any suggestion that favorable treatment was sought by, received from, or given to individuals or organizations that do business or are seeking to do business with MFLEX.
- b) Neither MFLEX employees nor Suppliers may

**MULTI-FINELINE ELECTRONIX, INC.
全球供应商商业行为和道德准则**

前言

- a) Multi-Fineline Electronix, Inc. (以下简称“MFLEX”) 信奉最高标准的法律和道德行为。为补充适用于所有 MFLEX 员工、官员和 MFLEX 董事的《商业行为准则》，MFLEX 制定了本《全球供应商商业行为准则》(以下简称“准则”)。本《准则》适用于所有供应商、承包商、顾问和 / 或代表 MFLEX 或与之合作的其他代理商 (以下均称为“供应商”)。

提出问题 and 举报

- a) 没有准则或政策能预计到所有情况或为可能出现的所有问题提供明确的答案。因此，本《准则》重点突出道德风险领域，为识别和处理道德问题提供指导，并制定举报不道德行为的方法。
- b) 每个供应商都有责任遵守本《准则》的标准，在对最佳做法有疑问时提出问题，并在注意到潜在不当行为后及时举报。

举报

- a) 供应商可通过直接联系 MFLEX 的总法律顾问或使用 MFLEX 热线来举报疑虑或潜在的不当行为 (包括对会计、内部会计控制或审计事宜的疑虑或投诉)，具体方法如下:
- 前往网站 (<https://www.openboard.info/mflex/index.cfm>) 并单击链接进入基于互联网的讯息界面，以发送讯息至 MFLEX 总法律顾问；或
 - 拨打 866-276-3676，给 MFLEX 总法律顾问留言。请注意，所有语音邮件消息均将以电子方式更改或伪装，以确保机密性。
- b) 虽然个人可以通过 Openboard 网站匿名举报，但我们鼓励其实名举报，以方便调查和后续工作。所有报告都将尽可能保密，但调查举报或适用法律程序要求披露的情况除外。
- c) 让 MFLEX 了解可能预示着违反法律或本《准则》的情形非常重要。MFLEX 和适用法律禁止对善意提出疑虑或举报潜在不当行为或协助对潜在不当行为进行调查的个人实施任何形式的打击报复。

礼品和馈赠

- a) 代表 MFLEX 做出的任何行为均不应有任何迹象表明与 MFLEX 有业务往来或正在寻求与 MFLEX 开展业务往来的个人或组织是在寻求、给予或接受优惠待遇。
- b) MFLEX 员工和供应商都不得在可能影响或被认为会影响某个决定或行动的情况下索要或接受礼品、金钱、服务或任何其它

solicit or accept gifts, money, services or anything else of value when doing so may influence, or be perceived as influencing, a decision or action. Similarly, Suppliers may not offer or give gifts, money, services or anything else of value when doing so may influence or be perceived as influencing, a decision or action.

- c) Gifts of nominal value, business meals, celebratory events and reasonable entertainment are permitted, provided that they are not frequent, excessive or designed to influence a decision or action.

Anti-Corruption and Payments to Government Personnel

- a) No one acting on behalf of MFLEX may use or receive bribes, kickbacks or other corrupt practices in conducting business.
- b) The United States Foreign Corrupt Practices Act prohibits giving anything of value, directly or indirectly, to government officials or political candidates in order to obtain or retain business.
- c) It is strictly prohibited to make illegal payments to government officials of any country. Suppliers must comply with the Foreign Corrupt Practices Act whether located in the United States or abroad.

Compliance with Laws

- a) MFLEX's policy is to conduct its business in accordance with all applicable laws, rules and regulations of the United States and all countries in which MFLEX does business.
- b) MFLEX expects all Suppliers to carry out their responsibilities in accordance with the law and to refrain from illegal conduct.

Conflicts of Interest

- a) Suppliers should avoid business and personal situations that may give rise to a conflict of interest.
- b) A “**conflict of interest**” occurs when an individual's own interests (including the interests of a family member or an organization with which an individual has a significant relationship) interfere or appear to interfere with the interests of their employer. A conflict of interest may arise when an employee of MFLEX, or members of his or her family, receives an improper personal benefit from a Supplier. The appearance of a conflict of interest alone can adversely affect MFLEX and its relations with customers, other suppliers and employees. Suppliers and MFLEX employees should avoid even the appearance of a conflict.
- c) Many conflicts of interest or potential conflicts of interest may be resolved or avoided if they are appropriately disclosed and the appropriate approval is sought for the contemplated transaction. In some instances, disclosure may not be sufficient, and MFLEX may require that the conduct in question be stopped or that actions taken be reversed where possible.

Protecting Sensitive Information

- a) MFLEX's confidential information is a valuable asset that should be protected.
- b) Suppliers are expected to protect the confidentiality of MFLEX's information, to use MFLEX's confidential information only for business purposes,

有价物。同样，供应商也不得在可能影响或被认为会影响某个决定或行动的情况下提供或赠送礼品、金钱、服务或任何其它有价物。

- c) 价值微不足道的礼品、商务餐、庆典活动及合理的招待是允许的，但前提是它们不是经常性的、过分的或旨在影响某个决定或行动的。

反腐败和付款给政府工作人员

- a) 代表 MFLEX 的任何人都不得在开展业务时运用或接受贿赂、回扣或其它腐败做法。
- b) 《美国反海外腐败法》禁止为了获得或维持业务而直接或间接地向政府官员或政治候选人赠送任何有价物。
- c) 严格禁止向任何国家的政府官员非法付款。不论是否在美国，供应商都必须遵守《反海外腐败法》。

遵守法律

- a) MFLEX 的政策要求其在开展任何业务时都必须遵守美国 and MFLEX 从事经营活动之各所在国的所有适用法律、法规和条例。
- b) MFLEX 期望所有供应商都能依照法律履行其职责，并且不做违法行为。

利益冲突

- a) 供应商应避免可能引起利益冲突的业务和个人情况。
- b) 当个人自己的利益（包括家人或个人与其有重要关系之组织的利益）妨碍或可能妨碍到其雇主的利益时，就会产生“**利益冲突**”。当 MFLEX 的员工或其家庭成员接受供应商的不当个人利益时，就可能产生利益冲突。哪怕仅仅出现利益冲突的迹象就可能对 MFLEX 及其与客户、其他供应商和员工的关系产生不利影响。即使是出现冲突的迹象，供应商和 MFLEX 员工都应避免。
- c) 如果予以恰当的披露并为计划的交易寻求批准，许多利益冲突或潜在的利益冲突都是可以解决或避免的。在某些情况下，披露可能是不够的，且 MFLEX 可能要求中止有疑问的行为或在可能的情况下纠正已经做出的行动。

保护敏感信息

- a) MFLEX 的机密信息是应当得到保护的宝贵资产。
- b) 供应商应保护 MFLEX 信息的机密性，只将 MFLEX 机密信息用于商业目的，并且应根据 MFLEX 与供应商签订之协议的适用条款将 MFLEX 机密信息的使用范围（无论在 MFLEX 内

and to limit use of MFLEX's confidential information (both inside and outside MFLEX) to those who have a need to know the information for business purposes in accordance with the terms of any applicable agreement between MFLEX and the Supplier.

Relationships with Suppliers

- a) MFLEX's Suppliers make significant contributions to our success. MFLEX selects Suppliers based on the merits of their products and services, MFLEX's needs, and price and other terms and conditions, and seeks to select significant Suppliers through a competitive bid process where possible.

Intellectual Property

- a) MFLEX respects the intellectual property rights of others. Suppliers are expected to conduct their activities in a manner consistent with applicable intellectual property laws.

Safe and healthy working environment

- a) Suppliers are responsible to provide employees with a safe, healthy work place, free of risks of occupational injury and illness.

No Child Labor

- a) Suppliers shall comply with the relevant local labor standards and laws and shall not hire any workers under the age of 16 under any circumstances.

Conflict Minerals

- a) Supplier warrants that (1) to its knowledge, no conflict minerals that originated in the Democratic Republic of the Congo or any Adjoining Country are incorporated in, or necessary to, the functionality or production of any product (including in any component that Supplier gets from a third party); and (2) Supplier has made or will make appropriate inquiries to confirm this.
- b) Supplier will provide MFLEX with sufficient certifications, declarations, reports, audits (including any received from Supplier's subcontractors and suppliers), and other information and assistance to permit MFLEX to (1) independently to confirm and certify Supplier's compliance this section, and (2) comply with the requirements of Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (as it may be amended from time to time) ("Dodd-Frank Act") and associated regulations, with respect to all Products. The sufficiency of the certifications and other items described in the previous sentence will be determined by MFLEX in its sole discretion.
- c) Supplier will provide them each year on August 1st and December 15th (or the last respective business day before those dates), and also within 10 days after any request by MFLEX.
- d) Supplier will contractually obligate its subcontractors and suppliers to give it all information and assistance required for Supplier to comply with this section.
- e) "Conflict Minerals" and "Adjoining Country" are defined in the Dodd-Frank Act. Supplier will reimburse MFLEX for any costs, fines or penalties that it incurs if Supplier does not comply with this Section.

外) 限定在因业务目的而需要了解该信息的人员范围。

与供应商的关系

- a) MFLEX 的供应商为我们的成功做出了重大的贡献。MFLEX 根据供应商产品和服务的优点、MFLEX 的需要与价格及其它条款和条件选择供应商，并且力求在可能的时候通过竞标程序来选择重要供应商。

知识产权

- a) MFLEX 尊重他人的知识产权。供应商在开展各种活动时应遵守适当的知识产权法律。

安全和健康的工作环境

- a) 供应商有责任为员工提供安全、健康且无职业伤害与疾病风险的工作场所。

禁止使用童工

- a) 供应商应遵守当地的相关劳动标准和法律，且在任何情况下都不应雇佣任何未满 16 岁的工人。

冲突矿产

- a) 供应商保证 (1) 据其了解，没有生产于刚果民主共和国或任何相邻国家的冲突矿产，是其任何产品功能和生产的组成部分或必需品 (包括供应商从第三方得到的元件); 且 (2) 供应商已经或者将会采取适当的调查确认该事项。
- b) 供应商将提供给 MFLEX 充足的证明、申明、报告、审计报告 (包括从供应商的转包商和供应商处得到的) 和其他信息、帮助，以允许 MFLEX (1) 独立确认和证实供应商遵守此章节; 且 (2) 全部产品符合《多德-弗兰克华尔街改革和消费者保护法案 2010》(可能不时修订) (以下简称“多德-弗兰克法案”) 1502 章节的要求以及相关条例。对于前句所述证明的充分及其他名目, MFLEX 有绝对的自由裁量权。
- c) 供应商将在每年 8 月 1 日和 12 月 15 日 (或上述日期前最后一个营业日), 或者应 MFLEX 的要求 10 日内提供上述材料。
- d) 供应商为遵守本章节的内容, 应以合同方式约定其转包商和供应商向其提供所有信息和帮助的义务。
- e) 多德-弗兰克法案规定了“矿产冲突”和“相邻国家”的含义。供应商将偿付一切因其未遵守本章节内容而给 MFLEX 造成的损失、罚款、或不利后果。

Please review the Code carefully and give copies to any of your employees or associates who believe should be aware of these policies. If you have any questions about this policy, please contact MFLEX's General Counsel at mflex@openboard.info.

请仔细阅读本《准则》并将副本分发给您认为应了解这些政策的员工。如果您对本政策有任何疑问，请联系 MFLEX 的总法律顾问，电子邮件地址：mflex@openboard.info。