## **Declaration of Compliance ("Declaration")**

\_\_\_\_\_and its affiliates (hereinafter called the "Supplier") as a company having business relations, such as parts manufacturing, outsourcing manufacturing, and so on with Samsung SDI Co., Ltd. and/or its overseas affiliates (hereinafter collectively called "Samsung SDI"), recognize that corporate social responsibility management is a significant competitive factor. Therefore the Supplier is willing to join in and agrees to faithful compliance with following provisions to fulfill its social responsibility management.

- 1. The Supplier shall comply with the Samsung SDI Supplier Code of Conduct (hereinafter called the ""Code"") and continuously improve its management systems to comply with the Code. The Supplier shall also inform all of its direct and indirect sub-suppliers of the Code, and ensure that all of its direct and indirect sub-suppliers shall comply with the Code.
- 2. The Supplier shall submit S-Partner Self-Assessment Questionnaire and provide supplemental documents relevant thereto when Samsung SDI requests.
- 3. The Supplier shall cooperate with Samsung SDI or third party auditors appointed by Samsung SDI in auditing Supplier's facilities in relation to this Declaration when Samsung SDI requests.
- 4. The Supplier shall actively take part in all trainings related to Supplier's social responsibility management, and exercise its best efforts to execute improvement in its management systems as suggested by Samsung SDI.
- 5. The Supplier acknowledges and agrees to Samsung SDI' policy of not dealing with certain minerals, namely, (i) Conflict Minerals - Tantalum (Ta), Tin (Sn), Tungsten (W), Gold (Au), (ii) Cobalt, (iii) Lithium, (iv) Graphite, and (v) any other additional minerals notified to Suppliers by SDI, if sourced from high risk regions such as the Democratic Republic of Congo (DRC) and adjoining countries, to the extent such minerals are in any way connected to child labor, unsafe/unhealthy work environment, and human rights issues ("Policy"). The Supplier shall ensure that the Supplier has not and will not supply such minerals to Samsung SDI' domestic/overseas production sites and facilities if the Supplier cannot reasonably demonstrate that it has a due diligence management system and has performed the required due diligence activities. The Supplier shall fully inform its direct or indirect sub-suppliers of Samsung SDI's Policy and its goals, and encourage dissemination of the Policy. If the Supplier is required to conduct any assessment of its sub-suppliers, it shall do so pursuant to the "OECD Due Diligence Guidance for Responsible Supply Chains of Minerals", and shall submit evidence thereof to Samsung SDI. Alternatively, if it is impracticable to submit such evidence, the Supplier may obtain a third party certification of its compliance with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals.

- 6. If the Supplier violates the Code or this Declaration or its direct or indirect sub-suppliers are considered at risk of violating the Code or this Declaration, Samsung SDI may, in its sole discretion, request the Supplier to implement corrective actions until a date reasonably determined by Samsung SDI. As risk prevention, mitigation, and resolution systems are still being developed as an industry effort, Samsung SDI will provide timelines for a phase-in period in order for the Supplier to prioritize efforts to prevent, mitigate, and influence the resolution of violations on an ongoing basis, requiring corresponding supply chain actors to address identified risks. If such violation of Supplier is not fully cured in accordance with such request of Samsung SDI, Samsung SDI may, in its sole discretion, terminate the whole or any part of the contracts, agreements, purchase orders or any other arrangements between Samsung SDI and the Supplier. Further, Samsung SDI has the right to terminate the whole or any part of the contracts, agreements, purchase orders or any other arrangements between Samsung SDI and the Supplier, if the Supplier or its direct or indirect sub-suppliers utilize child labor or violate human rights and they refuse to implement a risk mitigation plan.
- 7. This Declaration shall be valid while any supply contract is in effect between Samsung SDI and the Supplier and shall no longer be in effect when the contract is terminated.

The Supplier submits this Declaration signed by an authorized representative, promising that the Supplier shall observe and faithfully execute "CSR Code and no usage of conflict minerals".

|                         | 2017 |           |
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| Company:                |      |           |
| Address:                |      |           |
| Representative Director |      |           |
|                         | Name | Signature |