



## COMPLIANCE WITH SUPERMICRO CODE OF CONDUCT

Supermicro is committed to ethical business behavior and compliance with all applicable laws. At Supermicro, our goal is to deliver innovative products without compromising our belief in maintaining sound purchase practices. Establishing a network of trusted suppliers is key to optimizing our product offerings. For these reasons, Supermicro wants to ensure that its suppliers' policies and procedures reflect the values and views set forth in our Code of Conduct. Supermicro is committed to following these principles and requires its suppliers to explicitly acknowledge and adhere to the terms. Any questions in this area should be addressed to your local purchaser or contact us at +1 (408) 503-8000.

## LEGAL AND REGULATORY COMPLIANCE

**EXPORT REGULATIONS:** Each party agrees that it will not knowingly (a) export or re-export, or release, directly or indirectly, any technology, software or software source code (as defined in Part 772 of the Export Administration Regulations of the U.S. Department of Commerce ("EAR")) received from the other party, or export, re-export, or release, directly or indirectly, any direct product of such technical data, including software, to any destination to which such export, re-export or release is restricted or prohibited by U.S. or non-U.S. law without obtaining prior authorization from U.S. Department of Commerce and other competent government authorities to the extent required by those laws. Each party further agrees to obtain any necessary export license or other documentation prior to the exportation or re-exportation of any product, technical data, software or software source code acquired from the other party under this contract or any direct product of such technical data, software or software source code. Accordingly, either party shall not sell, export, re-export, transfer, divert or otherwise dispose of any such product, technical data, software or software source code directly or indirectly to any person, firm, entity, country or countries prohibited by US or applicable non-US laws. Further, each party shall give notice of the need to comply with such laws and regulations to any person, firm or entity which it has reason to believe is obtaining any such product, technical data, software or software source code from Purchaser with the intention of exportation. Each party shall secure, at its own expense, such licenses and export and import documents as are necessary for each respective party to fulfill its obligations under this contract. Any product export classification made by either party shall be for that party's internal use only and shall not be construed as a representation or warranty regarding the proper export classification for such product or whether an export license or other documentation is required for the exportation of such product. This Section 1 shall survive termination of this and any Purchaser/Supplier agreement.

**CONFLICT MINERALS:** Supplier represents and warrants that it is in full compliance with conflict minerals laws, including, without limitation, Section 1502 of the Dodd-Frank Wall Street Reform as it may be amended from time to time and any regulations, rules, decisions or orders relating thereto adopted by the Securities and Exchange Commission or successor governmental agency responsible for adopting regulations relating thereto. Supplier agrees to disclose to Supermicro, upon Supermicro's request, to the extent known or discoverable by Supplier following inquiry, the original source of all minerals contained in the product Supplier provided.



If Supplier does not know the original source of the minerals, Supplier agrees to cooperate with Supermicro, including disclosing from whom Supplier purchased the minerals and urging others to disclose such information, so that the original source of minerals can be accurately determined and reported.

EICC PROVISIONS: Supermicro subscribes to the Electronic Industry Citizenship Coalition (EICC) guidelines, [http://www.eiccoalition.org/media/docs/EICCCodeofConduct5\\_1\\_English.pdf](http://www.eiccoalition.org/media/docs/EICCCodeofConduct5_1_English.pdf) which defines the fundamental practices to be implemented for safer working conditions in the electronics industry, as well as for ensuring that business operations are environmentally responsible and conducted ethically. Consequently, Supermicro expects all its Suppliers, including those not within the electronics industry, to comply with principles at least equivalent to the principles of the EICC Code of Conduct attached hereafter and use reasonable efforts to have these provisions also applied to the employees of their subcontractors.

#### ETHICS, LABOR AND BUSINESS PRACTICES

FOREIGN CORRUPT PRACTICES ACT (FCPA): Supplier agrees to abide by the Foreign Corrupt Practices Act of 1977 (15 U.S.C. 77dd-1 et seq.) which prohibits any payment or offer of payment to a foreign official for the purpose of influencing that official to assist in obtaining or retaining business for a company. The Act includes, but not limited to, not only the payment of money but also an offer, promise or authorization for the payment of money and an offer, gift, promise or authorization of the giving of anything of value.

ANTI-KICKBACK: Supplier agrees to abide by the Anti-Kickback Act of 1986 (41 U.S.C. 51-58) which prohibits any person from (a) providing or attempting to provide or offering to provide any kickback; (b) Soliciting, accepting, or attempting to accept any kickback; or (c) Including, directly or indirectly, the amount of any kickback in the contract price. "Kickback" as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly to Purchaser, Purchaser employee, Purchaser subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding a favorable treatment in connection with a contract with Purchaser.

RELATED-PARTY DISCLOSURES: Supplier shall use commercially reasonable best efforts to disclose to Purchaser, any transactions or proposed transactions with Purchaser as of the Effective Date of the Agreement, in which any of Supplier's executive officers, directors, director nominee, or five percent (5%) shareholders or the immediate family member(s) of any of the foregoing directly or indirectly had or will have a direct or indirect material interest.

ANTI-SLAVERY AND HUMAN TRAFFICKING: Supplier certifies that it does not and will not engage in child labor, slavery, forced labor, human trafficking, or similar activities in violation of the laws, regulations, codes of conduct (whether legal or as set by industry), or other standards of the United States, of its own country, of other countries in which it is doing business, or of the international community (the "Prohibited Human Trafficking Laws"). In addition, Supplier certifies that all materials incorporated into



their products and all suppliers providing such materials to Supplier shall not violate any of the Prohibited Human Trafficking Laws. Supplier certifies that it has reviewed the California Transparency in

Supply Chains of 2010 (the "CA Human Trafficking Law"). Supplier agrees to comply with the CA Human Trafficking Law and to take all necessary actions on its part to ensure Supplier's ongoing compliance with the CA Human Trafficking Law.

**INSIDER TRADING:** Supplier should never trade securities on the basis of confidential information acquired through fiduciary relationship with Supermicro. Supplier possessing material non-public information about the Company must not engage in transactions involving Supermicro securities until this information has been released to the public. Generally, material information is that which would be expected to affect the investment decisions of a reasonable investor or the market price of the stock.