

TCC Group Holdings

Supplier Code of Conduct

Revision: January 2026

It is a corporation's duty, not a burden, to fulfill its corporate social responsibility.

TCC Group Holdings, including its subsidiaries, joint ventures, and other group companies over which it has substantial control (hereinafter referred to as “TCC”), in order to implement a sustainable value chain as a whole, requires that all suppliers within the cooperating supply chain including their own subsidiaries, affiliates, contractors, and sub-tier suppliers (hereinafter referred to as “Supplier”) comply with the Supplier Code of Conduct (hereinafter referred to as the “Code”). Supplier shall comply with the Code as a prerequisite for establishing and maintaining any business relationship with TCC. By following the Code as a template, each business unit may establish its own Code depends on the characteristics and traits of the specific industry and regional value chains.

The Code is formulated with reference to the guidelines and standards of the Organisation for Economic Co-operation and Development (OECD), the United Nations Global Compact, the United Nations Universal Declaration of Human Rights, the International Labour Organization (ILO) Declaration on Fundamental Principles and Rights at Work, the United Nations Guiding Principles on Business and Human Rights, the United Nations Declaration on the Rights of Indigenous Peoples, and the International Labour Organization Indigenous and Tribal Peoples Convention (No. 169), among other regulations issued by international organizations, in order to define various sustainability topics. To meet international requirements, where domestic laws and international standards differ, TCC will adhere to the higher standard; in cases where they conflict, TCC will comply with domestic laws while simultaneously upholding the higher standard where feasible.

TCC commits to periodically implementing and revising the Code based on feedback from stakeholders. Supplier is expected to identify its own risks and abide by TCC's requirements in order to progressively achieve transformation towards compliance. In accordance with its supply chain management procedures, TCC will conduct occasional assessments to determine whether Supplier is in compliance with the Code. Any refusal to comply, or any violation or non-cooperation discovered upon review, may result in the termination of cooperation by TCC.

This Supplier Code of Conduct is divided into the five aspects: Labor and Human Rights, Health and Safety, Environmental, Ethics, and Management System.

Labor and Human Rights	Health and Safety	Environmental	Ethics	Management System
<ul style="list-style-type: none"> Prohibition of Forced Labor Child Labor and Young Worker Working Hours Wages and Benefits Non-discrimination Anti-harassment/ Humane Treatment Freedom of Association and Collective Bargaining 	<ul style="list-style-type: none"> Occupational Health and Safety Emergency Preparedness Occupational Injury and Illness Industrial Hygiene Physically Demanding Work Machine Safeguarding Sanitation, Food, and Housing Health and Safety Communication 	<ul style="list-style-type: none"> Environmental Permits and Reporting Pollution Prevention Hazardous Substances Solid Waste Air Emissions Water and Wastewater Management Energy Consumption and Greenhouse Gas Emissions Resource Conservation and Resource efficiency Biodiversity 	<ul style="list-style-type: none"> Business Integrity Anti-corruption and Anti-bribery No Improper Advantage and Conflict of Interest Regulatory Compliance Disclosure of Information Intellectual Property Fair Business, Advertising and Competition Responsible Sourcing of Minerals Privacy Protection of Identity and Non-Retaliation Whistle-blowing system Guidelines for the Use of Corporate Trademarks Communication with Competent Authorities 	<ul style="list-style-type: none"> Corporate Commitment Management Accountability and Responsibility Legal and Customer Requirements Risk Assessment and Risk Management Improvement Objectives Training Communication Worker/Stakeholder Engagement and Access To Remedy Audits and Assessments Corrective Action Process Documentation and Records Supplier Responsibility

A. Labor and Human Rights

Labor human rights are fundamental entitlements of all workers. TCC strictly prohibits any violations of labor rights and human rights. Supplier shall fulfill their responsibility to monitor and prevent such violations, and upon discovering any incident of non-compliance, they must immediately notify TCC and simultaneously implement mitigation and remedial measures. TCC expects Supplier to respect and protect human rights, treating all workers (including contracted personnel, interns, and others) with dignity and respect.

1. Prohibition of Forced Labor

Supplier shall respect the right of workers to freely chosen employment and shall prohibit any form of forced labor.

Forced labor shall mean all work or service which is exacted from any person under the menace of any penalty and for which the said person has not offered themselves voluntarily, according to International Labour Organization standards, forced labor includes eleven indicators covers the main possible elements of a forced labor situation, abuse of vulnerability, deception, restriction of movement, isolation, physical and sexual violence, intimidation and threats, retention of identity documents, withholding of wages, debt bondage, abusive working and living conditions and excessive overtime.

Forced labor also includes human trafficking, which is the recruitment, transportation, transfer, harboring or receipt of persons by threatening, forcing or coercing them in any way, abduction, fraud, deception, abuse of power, or a position of vulnerability, or the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, conducted for the purposes of sexual exploitation, forced labor or service, slavery or practices similar to slavery, servitude, or the removal of organs.

2. Child Labor and Young Worker

Child labor shall not be used in any stage of manufacturing. The term “child” refers to any person under the age of 15, or under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is greatest.

Supplier shall implement adequate documentation and verification management systems to serve as safeguards against child labor. If child labor is identified, assistance/remediation shall be provided.

Young worker refers to workers under 18 years old but who have already reached the applicable legal minimum age for employment, provided they do not perform work that might jeopardize their health, safety, or morals and shall not require young workers to work overtime or perform nighttime work.

About educational partners, rigorous due diligence should be taken, the use of legitimate workplace learning programs, which comply with all laws and regulations, is supported. Supplier shall provide appropriate support and training to all student workers. In the absence of local law, the wage rate for student workers, interns, and apprentices shall be at least the same wage rate as other entry-level workers performing equal or similar tasks.

3. Working Hours

Working hours, including overtime, shall not exceed the maximum limit set by applicable local laws, and shall not exceed sixty hours per week (except in emergencies or special circumstances). All overtime shall be voluntary, and workers shall be allowed at least one day off in every seven-day period.

4. Wages and Benefits

Compensation paid to workers shall comply with all applicable wage-related laws, including those on minimum wage, overtime, and statutory benefits. Supplier shall recognize the importance of ensuring all workers earn a living wage, and shall measure and record any gaps toward achieving this. All workers shall receive equal pay for equal work and equal value. Overtime pay shall be higher than regular hourly rates. Wage deductions shall not be used as a form of disciplinary action. For each pay period, workers shall be provided in a timely manner with a clear and concise wage statement containing sufficient details to confirm that the compensation paid is accurate. Temporary, dispatched, and outsourced workers shall be employed in accordance with applicable local laws.

5. Non-discrimination /Anti-harassment/ Humane Treatment

Supplier shall make fair evaluations based on the individual merit of workers. Supplier shall not engage in discrimination or harassment against any worker, imposing unequal burdens, or denying them benefits, based on race, color, age, gender, sexual orientation, gender identity or expression, ethnicity or national origin, nationality, disability, pregnancy, religion, political affiliation, union status, covered veteran status, protected genetic information, marital status and/or any other status protected by applicable national or local law, in hiring and other employment practices. Supplier shall provide reasonable accommodation for religious practices and disability. In addition, workers or potential workers should not be subjected to medical tests, or physical exams that could be used in a discriminatory way. Supplier shall provide working conditions that meet appropriate physical and mental demands of the workplace, free from harassment and abuse, and shall ensure that workers are protected from all forms of harassment.

Harassment is defined as comments or actions that are unwelcome, or should reasonably be known to be unwelcome, to the person toward whom they are addressed. Non-sexual harassment includes, but is not exclusive to, mobbing and bullying. Sexual harassment includes a sexual component. Other forms of harassment also include quid-pro-quo sexual harassment, stalking harassment, physical harm, inappropriate corporal punishment and abuse, verbal violence, mental

coercion and other acts of intimidation. Supplier shall not threaten or subject workers to harsh or inhumane treatment, including the above forms of harassment, verbal abuse, mental or physical coercion, and any other form of abusive conduct. All policies and procedures shall be clearly defined and clearly communicated to all workers to ensure understanding.

Supplier shall provide safe and hygienic working and living conditions, arrange reasonable production schedules, and ensure that workers are not subjected to inhumane treatment.

6. Freedom of Association and Collective Bargaining

Open communication and direct engagement between workers and management are the most effective ways to resolve workplace and compensation issues. Workers and/or their representatives shall be able to openly communicate and share ideas and concerns with management regarding working conditions and management practices without fear of discrimination, reprisal, intimidation, or harassment. In alignment with these principles, Supplier shall respect the right of all workers to form and join trade unions of their own choosing, to bargain collectively, and to engage in peaceful assembly as well as respect the right of workers to refrain from such activities. Where the right of freedom of association and collective bargaining is restricted by applicable laws and regulations, workers shall be allowed to elect and join alternate lawful forms of worker representations.

B. Health and Safety

Supplier shall regularly carry out safety and health management and improvements in accordance with international standards, reporting on incident handling, preventive measures, management reviews, and improvement actions.

1. Occupational Health and Safety

Supplier shall identify and assess potential health and safety hazards to which workers may be exposed, and take appropriate measures to mitigate such hazards. Where effective control of hazard sources is not possible, Supplier shall provide workers with suitable and properly maintained personal protective equipment, as well as training materials on such hazardous incidents and the associated risks.

2. Emergency Preparedness

Supplier shall identify and assess potential emergency situations. Such plans and procedures shall focus on minimizing harm to life, the environment, and property.

3. Occupational Injury and Illness

Procedures and systems shall be in place to prevent, manage, track and report occupational injuries and illnesses, including provisions to encourage worker reporting, classify and record injury and illness cases, provide necessary medical treatment, investigate cases and implement corrective actions to eliminate their causes, and facilitate the return of workers to work. Supplier shall allow workers to remove themselves from imminent harm, and not return until the situation is mitigated, without fear of retaliation.

4. Industrial Hygiene

Worker exposure to chemical, biological, and physical agents shall be identified, evaluated, and controlled according to the Hierarchy of Controls. When hazards cannot be adequately controlled, workers shall be provided with and use appropriate, well-maintained, personal protective equipment free of charge. Supplier shall provide workers with safe and healthy working environments, which shall be maintained through ongoing, systematic monitoring of workers' health and working environments. Supplier shall provide occupational health monitoring to routinely evaluate if workers' health is being harmed from occupational exposures. Protective occupational health programs shall be ongoing and include educational materials about the risks associated with exposure to workplace hazards.

5. Physically Demanding Work

Worker exposure to the hazards of physically demanding tasks, including manual material handling and heavy or repetitive lifting, prolonged standing, and highly repetitive or forceful assembly tasks shall be identified, evaluated, and controlled.

6. Machine Safeguarding

Production and other machinery shall be evaluated for safety hazards. Physical guards, interlocks, and barriers shall be provided and properly maintained where machinery presents an injury hazard to workers.

7. Sanitation, Food, and Housing

Workers shall be provided with ready access to clean toilet facilities, potable water and sanitary food preparation, storage, and eating facilities. Dormitories provided by the Supplier or a labor agent shall be maintained to be clean and safe, and provided with appropriate emergency egress, hot water for bathing and showering, adequate lighting, and adequate conditioned and ventilation, individually secured accommodations for storing personal and valuable items, and reasonable personal space along with reasonable entry and exit privileges.

8. Health and Safety Communication

Supplier shall provide workers with appropriate workplace health and safety information and training in the language of the workers or in a language the worker can understand for all identified workplace hazards that workers are exposed to, including but not limited to mechanical, electrical, chemical, fire, and physical hazards. Health and safety related information shall be clearly posted in the facility or placed in a location identifiable and accessible by workers. Health information and training shall include content on specific risks to relevant demographics, such as gender and age, if applicable. Training shall be provided to all workers prior to the beginning of work and regularly thereafter. Workers shall be encouraged to raise any health and safety concerns without retaliation.

C. Environmental

Supplier shall acknowledge that environmental protection is an essential and non-negotiable responsibility. TCC requires Supplier to adopt responsible environmental management practices, including effective waste management covering solid waste, wastewater, and other waste materials, to reduce, reuse, and recycle resources, and to comply with applicable regulations to prevent adverse environmental impacts. TCC encourages Supplier to set Science Based Target (SBT) and to address carbon-related issues. Supplier failing to align with TCC's sustainability objectives or to provide verifiable carbon footprint data will be disqualified from TCC's supply chain. Supplier unable to achieve emission reductions will be removed from the supply chain.

1. Environmental Permits and Reporting

Supplier shall obtain, keep current, and comply with all required environmental permits, approvals, and registrations, in accordance with all applicable regulations.

2. Pollution Prevention

Emissions and discharges of pollutants and generation of waste shall be minimized or eliminated at the source or by practices such as adding pollution control equipment; modifying production, maintenance, and facility processes; or by other means.

3. Hazardous Substances

Chemicals, waste, and other materials posing a hazard to humans or the environment shall be identified, labeled, and managed to ensure their safe handling, movement, storage, use, recycling or reuse, and disposal. Hazardous waste data shall be tracked and documented. Supplier shall comply with the Minamata Convention, the Stockholm Convention, the Rotterdam Convention, and all applicable national and international laws and regulations in the management of chemicals hazardous to human health or the environment.

4. Solid Waste

Supplier shall implement a systematic approach to identify, manage, reduce, and responsibly dispose of or recycle non-hazardous solid waste, and to track and document the disposal of hazardous waste, in compliance with the Basel Convention and all applicable domestic and international laws and regulations.

5. Air Emissions

Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting substances, and combustion byproducts generated from operations shall be characterized, routinely monitored, controlled, and treated as required prior to discharge. Ozone-depleting substances shall be effectively managed in accordance with the Montreal Protocol and applicable regulations.

Supplier shall conduct routine monitoring of the performance of its air emission control systems.

6. Water and Wastewater Management

Supplier shall implement a systematic approach to identify, manage, and reduce water consumption, improve overall water efficiency, and responsibly treat or recycle water resources to minimize wastewater discharge.

7. Energy Consumption and Greenhouse Gas Emissions

Supplier shall improve energy efficiency, reduce greenhouse gas emissions and energy consumption. The greenhouse gases referred to six main gases covered by the Kyoto Protocol, including carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), and sulfur hexafluoride (SF₆). Energy consumption refers to the purchase or production and use of energy from renewable sources (e.g., hydroelectric, wind, solar, geothermal, bioenergy) and to the efficient use of energy by reducing the waste/loss of energy or upgrading equipment with lower energy consumption. TCC encourages and promotes Supplier to set science-based reduction targets (SBT).

8. Resource Conservation and Resource efficiency

Supplier shall conserve and implement organizational or technological modifications in designing products/processes (such as enhancing production, maintenance and facility procedures, substituting materials, re-using, conserving, recycling, or other methods) to conserve and make more efficient usage of raw materials, water, fossil fuels, minerals, virgin forest products, and other natural resources.

9. Biodiversity

Supplier' operations should prevent or reduce the loss of biodiversity, promote land conservation, and comply with local government regulations and rules related to promoting no deforestation.

D. Ethics

Supplier shall follow TCC's ISO 37001 system, adhere to integrity management and anti-corruption regulations, and establish whistleblower protection mechanisms.

1. Business Integrity

Supplier shall strictly uphold the highest standards of integrity in all business interactions. Supplier shall have a zero-tolerance policy to prohibit any and all forms of bribery, corruption, extortion and embezzlement.

2. Anti-corruption and Anti-bribery

Supplier shall not, directly or indirectly, offer, undertake, solicit or accept any kind of illegal benefits from or to clients, dealers, agents, contractors, Supplier, civil servants or other stakeholders. This includes offering bribes directly or indirectly through donations or through charitable donations or sponsorship to political parties or organizations or individuals participating in political activities.

Based on the results of TCC's risk assessment and due diligence on Supplier, the Supplier shall comply with the requirements of different degrees according to the identified bribery risks, including but not limited to signing a declaration of commitment to integrity, complying with TCC's anti-corruption and bribery policies, establishing relevant procedures and specifications, and cooperating with TCC or appointed lawyers and accountants to implement the on-site audit for compliance review of anti-corruption and bribery policy.

3. No Improper Advantage and Conflict of Interest

During the signing and performance of a contract, it is strictly forbidden for the Supplier and its personnel to offer any benefits to TCC in the process of bidding, negotiation, transaction and performance for the purpose of facilitating the signing of the contract, seeking improper advantage, avoiding losses or other illicit intentions, including but not limited to offering money or other items of value, whether actively or passively. Supplier must avoid circumstances, situations, or relationships that could improperly influence business decisions. When potential conflicts of interest appear, Supplier must inform TCC immediately.

4. Regulatory Compliance

Relevant information on workers, health and safety, environmental activities, business activities, organizational structure, financial situation and performance shall be disclosed in accordance with applicable regulations and the industry practices. Business dealings shall be transparent and clear; Supplier shall not accept any falsified records or false reports on the status or common practices of the supply chain.

5. Disclosure of Information

All business dealings shall be transparently performed and accurately reflected on the supplier's business books and records. Information regarding Supplier's labor, health and safety, environmental practices, business activities, structure, financial situation, and performance shall be disclosed in accordance with applicable regulations and prevailing industry practices. Falsification of records or misrepresentation of conditions or practices in the supply chain are unacceptable.

6. Intellectual Property

Intellectual property rights shall be respected. Transfer of technology and know-how is to be done in a manner that protects intellectual property rights, and customer and Supplier information shall be safeguarded.

7. Fair Business, Advertising and Competition

Supplier shall comply with fair trade, anti-trust laws, advertising and competition standards, and conduct business activities in accordance with applicable regional competition regulations. Any form of anti - competitiveness behavior is prohibited, including price fixing, cartel activities, anti-trust activities, bid rigging, production or quota restrictions, or allocation of customers, Supplier, operating territories, or types of business that may disrupt fair market competition.

8. Responsible Sourcing of Minerals

Supplier shall exercise due diligence on relevant materials within their supply chains. Supplier shall develop specific due diligence policies and management systems in order to identify applicable risks and take appropriate measures to mitigate them. Due diligence shall be conducted to the level of material processing in order to determine whether relevant materials originate from high-risk regions, which include areas associated with conflict, the worst forms of child labor, forced labor and human trafficking, gross human rights violations, such as widespread sexual violence, or other reasonably and objectively determined high-risk activities, including severe health and safety risks, as well as negative environmental impacts.

9. Privacy

Supplier shall comply with the requirement of TCC's Personal Data Protection and Management Policy. All workers of the Company, as well as personnel of clients, suppliers, contractors, external consultants, and other third-party shall be subject to the Policy. The collection, processing, and use of personal data shall be carried out in a way that respect the data' subject's rights and interests, in an honest and good-faith manner, shall not exceed the necessary scope for the specified purposes, and shall have reasonable and legitimate connections with the purposes of collection.

10. Protection of Identity and Non-Retaliation

Programs that ensure the confidentiality, anonymity, and protection of Supplier and worker whistleblowers shall be maintained, unless prohibited by law. Supplier shall have a communicated process for their personnel to be able to raise any concerns without fear of retaliation.

11. Whistle-blowing system

Whistle-blowing system: TCC has a whistle-blowing system. Supplier shall report to TCC in accordance with TCC's ethical behavior whistle-blowing system if they find that any of TCC's personnel has committed corruption, theft, embezzlement, malpractice, fraud or other unethical or dishonest act.

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12. Guidelines for the Use of Corporate Trademarks

Supplier shall obtain the TCC's formal authorization prior to any intended use of the TCC's trademarks, and shall comply with the relevant provisions of the TCC's Trademark Management Regulations

13. Communication with Competent Authorities

Supplier shall obtain prior written authorization from TCC before engaging in any form of contact or interaction with public offices on behalf of TCC. In such cases, the Supplier shall consult with the Compliance and Legal Department regarding any actions to be taken by TCC and any potential questions.

E. Management System

Supplier shall establish management systems and procurement policies, ensuring compliance with the Code, responsible sourcing, and sustainable supply chains.

1. Corporate Commitment

Supplier shall develop a company statement affirming their commitment to uphold high standards of social and environmental responsibility, adhere to ethical conduct, and continuously drive improvement. Such policy statements shall be made publicly available and communicated to workers in a language they understand.

2. Management Accountability and Responsibility

Supplier shall clearly identify senior executive and company representative(s) responsible for ensuring implementation of the management systems and associated programs. Senior management reviews the status of the management systems on a regular basis.

3. Legal and Customer Requirements

Supplier shall adopt or establish a process to identify, monitor and understand applicable laws, regulations, and customer requirements, including the requirements of the Code.

4. Risk Assessment and Risk Management

Supplier shall develop and maintain a process to identify labor and human rights, health and safety, environmental, business ethics, and legal compliance risks associated with its operations. Supplier shall determine the relative significance of each risk; and implement appropriate procedures, and controls to minimize the identified risks.

5. Improvement Objectives

Regular assessment, improvement, and optimization based on their own goals to ensure the compliance with legal and regulatory requirements, this Supplier Code of Conduct, and social and environmental responsibility requirements specified in the contracts with the clients.

6. Training

Training programs must be developed for the management and workers to implement the policies, procedures, and improvement objectives while meeting applicable legal and regulatory requirements as well as effectively maintaining the communication channels.

7. Communication

Supplier shall establish a process for communicating clear and accurate information about Supplier's policies, practices, expectations, and performance to workers, Supplier, and customers.

8. Worker/Stakeholder Engagement and Access To Remedy

Supplier shall establish processes for ongoing two-way communication with workers, their representatives, and other stakeholders where relevant or necessary. The process shall aim to obtain feedback on operational practices and conditions covered by the Code, and to foster continuous improvement. Workers shall be given a safe environment to provide grievance and feedback without fear of reprisal or retaliation.

9. Audits and Assessments

Supplier shall conduct periodic self-evaluations to ensure conformity to legal and regulatory requirements, the content of the Code, and customer contractual requirements related to social and environmental responsibility. TCC may, at irregular intervals, appoint third parties to conduct audits and will continue to monitor and verify corrective actions until all identified deficiencies have been fully remedied.

10. Corrective Action Process

Supplier shall establish a process for timely correction of deficiencies identified by internal or external assessments, inspections, investigations, and reviews.

11. Documentation and Records

Supplier shall create and maintain documents and records to ensure regulatory compliance and conformity to company requirements, while maintaining appropriate confidentiality to protect privacy.

12. Supplier Responsibility

Supplier shall establish appropriate supplier management systems and procurement policies to ensure commitment to responsible procurement and the sustainability of their supply chain, and shall establish procedures to communicate the requirements under the Code to its Supplier and to monitor their compliance with the Code. Supplier shall also assist in providing information on sustainability issues and impacts related to its products or services. Supplier should also collaborate with their subcontractors to provide information about sustainability issues and impacts across the supply chains of goods or services.