**Letter of Undertaking**

**For Lighting Module Use in Supplier’s Products**

The Letter of Undertaking is issued by       (hereinafter referred to as “Undertaker”) in favor of Everlight Electronics Co., Ltd., its subsidiaries, affiliate enterprises and factories (hereinafter referred to as “Everlight”). The Undertaker agrees to undertake and warrant as follows:

1. The products sold to Everlight by the Undertaking (hereinafter referred to as “Products,” including but not limited to parts, ancillary materials, device parts, materials used in the device parts, semi-finished products, packaging materials, additives used in the manufacturing processes and so on.) **have met the standards provided in the latest version of “Everlight Restriction Material List” (Exhibit 1), and contain none of the materials prohibited by other related international environmental protection laws and regulations.**

With respect to the Products provided by the Undertaker to Everlight, the Product Numbers (including our Product Number “P/N” and Everlight’s P/N) of which are indicated below,

* + All of the Products provided by the Undertaker to Everlight have met the requirements of Everlight.
	+ The P/Ns of the Undertaker’s Products:
1. Upon executing this undertaking, the Undertaker shall take the initiative in time to notify and furnish Everlight related documents (hereinafter referred to as “Certification Documents”), including the test report, the letter of undertaking to which a list of the restricted materials contained in the Products shall be attached, and the analysis schedule of the composition of materials. The test report shall be limited to reports made by qualified domestic or foreign test institutes recognized by ISO-17025 and approved by Everlight and be valid within two (2) years after such examination is made. **If Everlight is doubtful of the volume of the restricted materials contained in the Products, the Undertaker shall cooperate with Everlight unconditionally upon receipt of Everlight’s notice and provide, at the cost of the Undertaker, to Everlight with additional evidential Certification Documents or reports within the period of time specified by Everlight.**
2. If there is any modification of the specifications for the Products, parts, designs, manufacturing techniques, production lines, addresses of the factories, etc., the Undertaker shall promptly inform Everlight with written notice, and simultaneously provide the latest related information and evidential documents as required by Everlight. Moreover, the latest related information provided by the Undertaker shall be subject to Everlight’s approval. In case that Everlight disapproves such information, Everlight may disapprove the Products.
3. Everlight may from time to time audit the Undertaker in order to ensure the Undertaker’s fulfillment of this Letter of Undertaking.
4. **If the Undertaker violates or fails to comply with any provision of this Letter of Undertaking, or has made any misrepresentation, or has caused public harm due to the use of excessive restricted materials in the Products or any injuries or damages caused to human bodies or properties, the Undertaker shall unconditionally assume all the liabilities for retrieving the Products and compensating all damages. All expenses and legal responsibilities thereby incurred (including but not limited to transportation expenses, hourly wages, compensation for damages, etc.) shall be borne by the Undertaker.**
5. **In addition to paragraph 5, if the Undertaker’s violation has caused Everlight to be subject to administrative fines, penalties, injunctions, or other administrative punishments or judicial sanction from relevant administrative or judicial authorities or claims from Everlight’s client(s) or from any other third party or any loss or responsibilities thereby incurred, the Undertaker shall:**
	* 1. **Take responsibilities until the disputes are resolved in order to safeguard the interests of Everlight;**
		2. **In case that Everlight is subject to inspection or trial by administrative or judicial authorities or that Everlight is required by its clients or any other third party to explain or to present test reports, the Undertaker shall at its own cost cooperate with Everlight to provide related information, materials or other reasonable assistance;**
		3. **Be held unconditionally liable for all the indemnification and legal responsibilities incurred by Everlight, clients of Everlight and any third party (including but not limited to reasonable attorney’s fee, litigation expenses, arbitration expenses, settlement payment, damages, losses in goodwill, etc.).**
6. If the Undertaker violates or fails to comply with the provisions of this Letter of Undertaking or has made any misrepresentations, Everlight may at any time terminate or cancel all or part of the transactions (including but not limited to cancellation of Product orders, termination of the purchase agreement, etc.) with the Undertaker without additional notice and stop payment for any accounts payable. The Undertaker will not raise any objection.
7. The Undertaker warrants that it has carefully read and clearly understood Everlight’s requirements and will fully cooperate with Everlight and follow Everlight’s instructions. The effect of this Letter of Undertaking shall not be affected by the reorganization of the Undertaker, termination of the employment relationship between the Undertaker and its representative executing this Letter, or termination or cancellation of all or part of the transactions with the Undertaker by Everlight (including but not limited to the cancellation of Product orders or termination of the purchase agreement).
8. If any issue or dispute arises from this Letter of Undertaking, the R.O.C. laws shall govern, and the Taiwan Ban-Chiao District Court has the jurisdiction for the first instance.

**Undertaker (Company):**

**Representative:**

Seal & Stamp

**Title:**

**Address:**

**Date:**   **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **(Undertaker’s and Representative’s Seals)**