

Integrity Undertaking

With the good faith, we, _____, a corporation organized under the laws of _____ having its principal office at _____, including its subsidiaries and affiliates as identified in the **EXHIBIT 2** (hereinafter collectively referred to as “Factory”) as the supporting factory of Delta Electronics Int’l (Singapore) Pte. LTD., a corporation organized under the laws of Singapore having its principal office at 4 Kaki Bukit Avenue 1, #05-04. Singapore 417939, including its subsidiaries and affiliates as identified in the **EXHIBIT 1** (hereinafter collectively referred to as “Delta”), agree to cooperate with Delta to face the challenge from the market and search for continuous growth of sales.

In order to build a good system for purchase and to avoid the interference in business transaction caused by human beings, Factory and all personnel of Factory shall keep good integrity to stop any misconduct and strictly follow all terms and conditions below:

1. Factory and any of personnel of Factory shall not provide any and all to Delta personnel and their relatives, either directly or indirectly, any cash, security, present not formally provided by Factory, treat for leisure or trip, or other transfer of any kind of benefits.
2. Factory and any of personnel of Factory shall not provide any and all to Delta personnel and their relatives, either directly or indirectly, any debit or credit, lease, investment, and transaction which is not instructed by management of Delta.
3. Factory and any of personnel of Factory shall not provide any and all to Delta personnel or their relatives, any job for Delta personnel’s or their relatives’ reward.
4. Factory and any of personnel of Factory shall never impair the benefits or reputation of Delta. Factory shall be responsible for any civil or penal liability resulting from any breach of this Section.
5. Factory and any of personnel of Factory shall faithfully perform every purchase and transaction including but not limited to purchase of material, OEM, transfer of equipment, transportation and custom report and so on.

In order to avoid any breach of the above Sections 1~5, Delta reserves the right to request the Factory to submit any document or evidence and immediately report to Delta. Factory agrees that all the payments of goods paid to Delta shall be treated as margin up to the day when the initial clues are found out. The guarantee period of the margin shall be 3 years from the day on which the initial clues are come up. The

guarantee period of margin shall be extended until the truth is found out and solved properly.

Delta will take a legal action if there is any breach of this Agreement by the Factory or any of personnel of Factory and do as follows.

- (1) The Factory shall be liable for the costs and expenses (including but not limited to attorneys' fee) for the legal action and Delta shall be entitled to reduce these costs and expenses from the payment due to the Factory.
- (2) If there occurs inappropriate situation similar to any breach of any above Sections 1~5 and the breach is verified to be true by Delta, all the purchase order placed by the Factory will be deemed to be invalid and canceled. Delta shall reject to do any business with such breaching Factory.
- (3) Factory shall pay Delta the liquidated damage in the amount of NTD 5,000,000 (RMB 1,250,000). If Delta cannot be compensated by the foregoing ways due to any reason (such as the governing law), Factory agrees to relief Delta of debt in the amount of NTD 5,000,000 (RMB 1,250,000) conditionally, or pay Delta the amount of NTD 5,000,000 (RMB 1,250,000) conditionally. When Factory or its employees breach this Agreement, it shall be seemed as the condition is satisfied.
- (4) Factory agrees that Delta shall deduct the same amount directly from the payments paid to Factory. If there is insufficient, Factory should complement within the period which Delta designates.

“Affiliate” means any corporation, company or other entity, which has relationships with Delta or Factory as follows:

- (1) In these ways (including but not limited to fund, manage, purchase and sale), there is ownership or being controlled by one party, direct or indirect.
- (2) There is ownership or being controlled by the same party, direct or indirect.
- (3) Other relationships in the benefits.

This Agreement is made on the equal and voluntary basis between Delta and Factory, but not standard form contract of any party. The both parties have had an adequate communication about the contents and agree the entire terms of the Agreement at the time of signature.

This Agreement shall be governed, construed and enforced in accordance with the laws of the People's Republic of China. The parties will attempt in good faith to resolve any dispute, controversy, claim and difference arising out of or relating to this Agreement promptly by negotiations between both parties' representatives. If such disputes, controversies, claims and differences cannot be settled through negotiations

between the parties, it shall be finally settled by the SOUTH CHINA INTERNATIONAL ECONOMIC AND TRADE ARBITRATION COMMISSION (SHENZHEN COURT OF INTERNATIONAL ARBITRATION) for arbitration, which shall be conducted in accordance with the Commission's arbitration rules in effect at the time of applying for arbitration. If the Factory is registered in Taiwan, this agreement should be governed, construed and enforced in accordance with the laws of the Republic of China. The dispute or request between the parties shall be settled by the Taipei district court in Taiwan as the first trial.

Both parties agree that the following contact are for report of any breach of this Agreement:

Direct line in Taiwan: Louis +886 2 87972088#5210

Direct line in China: Eric +86 769 86639008#5020

EMAIL: 885@del taww.com

IN WITNESS WHEREOF, the Parties have caused their respective duly authorized representatives to execute this Agreement effective as of the date written below.

Accepted and agreed as of the date first above written.

Factory

By: _____

NAME: _____

TITLE: _____

DATE: _____

EXHIBIT 1

1. Delta Electronics, Inc.
2. Delta International Holding Ltd.
3. Delta Electronics (Thailand) Public Company Ltd.
4. Delta Electronics (Dongguan) Co., Ltd.
5. Delta Electronics Power (Dongguan) Co., Ltd.
6. Delta Electronics (Jiangsu)Ltd.
7. Delta Electronics Components (Wujiang) Ltd.
8. Delta Electro-optics (Wujiang) Ltd.
9. Delta Video Display system (Wujiang) Ltd.
10. Delta Electronics (Wujiang) trading Co., Ltd.
11. Delta Green Tianjin Industries Co., Ltd.
12. Delta Greentech (China) Co., Ltd.
13. Delta Electronics (shanghai) Co., Ltd.
14. Delta Estate Development (Suzhou) Ltd.
15. Wujiang Dagan Estate Developent Ltd.
16. Delta Electronics (Wuhu) Ltd.
17. Delta Electronics (Chenzhou) Ltd.
18. Wuhu Delta Technology Co., Ltd.
19. Chenzhou Delta Technology Co. Ltd
20. PreOptix (JiangSu) Company Ltd.
21. Delta Electronics International Limited - Macao Commercial Offshore
22. Delta Energy Technology(Dongguan) Co., Ltd.
23. Delta Energy Technology(Chenzhou) Co., Ltd.
24. Delta Energy Technology (Wujiang) Co., Ltd.
25. Delta Energy Technology (Wuhu) Co., Ltd.
26. Delbio (Wujiang) Co.,Ltd.
27. Delta Energy Systems (Germany) GmbH
28. Delta Electronics (Slovakia) s.r.o.
29. Delta India Electronics Pvt. Ltd.
30. Delta Power Solutions India Pvt. Ltd
31. Delta Networks, Inc.
32. Delta Networks (Dongguan) Ltd.
33. Delta Networks (Shanghai) Ltd. and its Xiamen Branch
34. Delta Networks (Xiamen) Ltd.
35. Delta Networks International Ltd - Macao Commercial Offshore
36. Cyntec International Limited.

37. Cyntec Co.,Ltd.
38. Cyntec Electronics (Suzhou) Co., Ltd.
39. Delta Electronics (H.K.) Limited.

The other subsidiaries and affiliates (including but not limited to the new factories after signing the agreement) of Delta or Factory shall automatically apply this agreement although they are not listed in the agreement and its EXHIBIT1.

DELTA may add any other company or delete any company listed above upon notice to Factory at any time.

EXHIBIT 2

1. Factory name:

Responsible Person:

Address:

2. Factory name:

Responsible Person:

Address:

3. Factory name:

Responsible Person:

Address:

4. Factory name:

Responsible Person:

Address: