

1.0 PURPOSE

This document (these “Quality Requirements”) has been developed to help suppliers understand the quality requirements necessary to ensure a successful relationship with Elo Touch Solutions, Inc. (including its worldwide subsidiaries, “Elo”). Communication and cooperation are key elements in achieving these high standards.

Elo suppliers will implement the following basic business principles and:

- 1.1 Ensure that materials and services are produced in conformance to the required standards, and that Elo will receive defect-free product, on time, at the agreed upon terms.
- 1.2 Manage facilities, processes, quality systems and personnel to consistently and cost-effectively manufacture the products and furnish services that meet the product specifications.
- 1.3 Be committed to continual process improvement by emphasizing reduction of part to part variation and the elimination of all waste.
- 1.4 Conduct operations in conformance with, or exceeding, all applicable environmental laws and regulations of the jurisdictions in which the supplier does business.
- 1.5 Ensure all products and materials supplied meet applicable product environmental compliance requirements.

2.0 SCOPE

This specification defines the minimum quality management system requirements for suppliers of production materials, components, and assemblies and service suppliers (test labs, calibration service, tooling, warehousing/logistics) that have an impact on product quality, product environmental compliance, and delivery.

2.1 Revision of this Specification

- 2.1.1 Elo may change these Quality Requirements and specifications referenced herein and notify suppliers of such changes. Suppliers are responsible for ensuring that they are using the current version of this document. Suppliers shall specify any exceptions to the requirements of this document. Exceptions shall be in writing and must be approved by the Elo Global Quality Leader, and Director of Procurement in writing in advance.

3.0 REFERENCED DOCUMENTS

The following documents and forms constitute a part of these Quality Requirements to the extent specified herein.

3.1 International Standards / Industry Standards (latest revision/edition applies)

- 3.1.1 **ISO 13485** Medical Devices - Quality Management Systems - Requirements For Regulatory Purposes
- 3.1.2 **ISO 9001** Quality Management Systems Requirements
- 3.1.3 **ISO 10012** Measurement Management Systems – Requirements for Measurement Processes and Measuring Equipment
- 3.1.4 **ISO 14001** Environmental Management Systems - Requirements With Guidance For Use
- 3.1.5 **ISO/IEC 17025** General Requirements for the Competence Of Testing and Calibration Laboratories
- 3.1.6 **ISO/TS 16949** Quality Management Systems – Particular Requirements for the Application of **ISO 9001** for Automotive Production and Relevant Service Part Organizations
- 3.1.7 **IECQ 80000** IEC Quality Assessment System for Electronic Components (IECQ)



Quality Management Requirements for Suppliers

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3.1.8 **AIAG** Reference Manuals

- 3.1.8.1 Failure Mode and Effects Analysis Manual (FMEA)
- 3.1.8.2 Statistical Process Control Manual (SPC)
- 3.1.8.3 Measurement System Analysis (MSA)

3.2 Documents

- 3.2.1 Supply must abide by the ELO Touch Solutions Supplier Social Responsibility provided to supplier by Elo.

3.3 Reference Documents

- 3.3.1 Handling, Storage, Packaging & Preservation Requirements attached hereto as **Addendum 3.3.1**.

4.0 DEFINITION OF TERMS

4.1 Certificate of Analysis (C of A)

- 4.1.1 A document provided by a supplier that reports and certifies the actual results of the tests performed on a shipment of products or materials.

4.2 Certificate of Conformance (C of C)

- 4.2.1 A certificate provided by a Supplier's Quality Assurance department to Elo confirming that all material conforms to all applicable specifications.

5.0 SUPPLIER QUALITY MANAGEMENT SYSTEM REQUIREMENTS

5.1 Supplier Evaluation

- 5.1.1 Unless waived by an Elo authorized procurement personnel in writing, Suppliers are required to obtain registration to ISO 9001, TL 9000, ISO/TS 16949, SAE AS 9100, ISO 13485, BS EN 9100, ISO 17025, ISO 14001, IECQ 80000 or equivalent national standards.

5.2 Supplier Responsibilities

5.2.1 Requirements for Quoting

- 5.2.1.1 Requests for quotation shall be provided by the Elo authorized procurement personnel. Suppliers are to respond to the request for quote within the allocated time to the appropriate -authorized procurement personnel. All requests for exceptions to the requirements shall be documented; otherwise, full compliance with these requirements is expected.

5.2.2 Purchase Order Conditions

- 5.2.2.1 The supplier must agree to the terms and conditions set forth with the Purchase Order unless there is a written contract executed by Elo and the supplier that governs such purchase.

5.2.3 Confidentiality

- 5.2.3.1 The supplier understands and agrees to hold in strict confidence all confidential information received from Elo or derived from such proprietary information and no to use it except for the sole purpose of manufacturing Elo products for Elo. When requested by an authorized representative of Elo, the supplier shall return all documents provided by Elo.

5.2.4 Specification and Document Review

- 5.2.4.1 Prior to acceptance of the purchase order, the supplier shall review all engineering drawings and specifications to ascertain that they are to the engineering revision level specified on the purchase order. The supplier shall notify the appropriate authorized procurement personnel of any errors or omissions within fourteen (14) days of receipt thereof. Elo will either



Quality Management Requirements for Suppliers

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correct the error or arrange for a temporary waiver deviation until correction can be made. The supplier shall not implement changes to any Elo's prior written approval to do so.

- 5.2.4.2 The supplier is responsible for verifying that they are using the most current revision level of all documents referenced on the engineering drawings and specifications called out on the purchase order.
- 5.2.4.3 The supplier will establish a process to ensure the timely review, distribution and implementation of authorized drawing and document changes.
- 5.2.4.4 Contact Elo Touch Solutions Document Control (elocentraldoucumentcontrol@eltouch.com) for engineering drawings and specifications.
- 5.2.4.5 Suppliers are required to provide product environmental compliance documentation upon request. This documentation may include but is not limited to: surveys to gather compliance status to legislation or customer requirements, material, content disclosure, test results to verify compliance, and disclosure of systems and procedures used to ensure compliant products.
- 5.2.4.6 Suppliers are required to purchase raw materials from authorized agents or resellers.

5.3 Handling and Storage Requirements

- 5.3.1 The supplier is responsible for the proper handling and storage of all raw material, components, and tooling supplied or consigned from Elo. Any special handling, packaging, and storage requirements requested by Elo will be documented on the purchase order or other appropriate documents when applicable.
- 5.3.2 Prior to processing, the supplier is responsible for the visual inspection of Elo supplied material and verification of the correct quantity. If Elo supplies nonconforming material to the supplier, the supplier shall be responsible for notifying the respective Elo authorized procurement personnel of the receipt of nonconforming material. Elo authorized procurement personnel shall provide specific instructions regarding the disposition or use of supplied nonconforming material.

5.4 Process Controls

- 5.4.1 The supplier is responsible for the quality of any process that affects the configuration, assembly, heat treatment, plating, and/or metallurgical properties of Elo consigned or stocked material.
- 5.4.2 The supplier is responsible for adopting the necessary techniques and controls during all phases of manufacturing to ensure that the quality of the product being produced is both known and controlled. As a measure of continual process improvement, a capability study shall be conducted on key product characteristics with target Cpk requirements as agreed to by Elo and the supplier. The supplier shall submit data or evidence of performance when requested by Elo purchasing or quality personnel. Established key processes that affect the form, fit, or function of Elo product may not be modified by a supplier without written approval from Elo authorized procurement personnel.

5.5 Notification of Product or Process Changes

- 5.5.1 A process change is defined as any significant change to the manufacturing process, equipment modifications or replacements, and/or any changes to process parameters, the purchasing of materials from new sources, and process changes of supplier or its subcontractors that could affect product design form, fit, or function (including status of product environmental compliance status) of the purchased material that has been accepted/approved by Elo (collectively, "Product Change"). By way of example and not limitation, Product Changes include any of the following changes:
 - 5.5.1.1 product design
 - 5.5.1.2 manufacturing process
 - 5.5.1.3 chemicals that are used to manufacture the product
 - 5.5.1.4 materials

- 5.5.1.5 geographical location change (requires 6 months' notice)
- 5.5.1.6 process or manufacturing yield (5% decreases of normal yield)
- 5.5.1.7 regulatory changes in relation to the product
- 5.5.1.8 test process, test equipment or packaging related to the product
- 5.5.1.9 End of life notification on the materials (requires 6 months' notice)

5.5.2 Elo requires that the supplier provides prior written notice to the Elo authorized procurement personnel and obtains Elo's written approval of any Product Changes. The Elo authorized procurement personnel must be contacted prior to any changes being implemented as the requirements vary for the different Elo business units. The planning and strategy of any agreed changes will be done in strict co-ordination with the Elo authorized procurement personnel. Product Changes cannot be implemented until Elo approval is given.

5.5.3 The supplier is required to provide the initial sample report and samples to Elo for the validation process. For proprietary designs, impact on form, fit and function (including performance and/or durability) shall be reviewed with the customer so that all effects can be properly evaluated. When required by Elo, additional verification requirements, such as those required for new product introduction, shall be met.

5.6 Subcontract Jobs

- 5.6.1 The supplier is not to subcontract any work related to any given purchase order without notification and written permission from Elo authorized procurement personnel.
- 5.6.2 The supplier shall not place any Elo tooling with subcontractors without notification and written permission from Elo authorized procurement personnel.

5.7 Packaging and Labeling

- 5.7.1 The supplier shall maintain unit container traceability and identification of all lots of material (trace number, date code, etc.).
- 5.7.2 Packaging shall conform to all packaging and labeling requirements documented on the purchase order, product drawings, contract addendum or schedule, or material specifications. When not specified, packaging and labeling are the responsibility of the supplier and shall be adequate to prevent damage or deterioration during shipment. All shipments shall be labeled as a minimum with the following and shall not contain pricing information unless required to do so by an authorized Elo purchasing personnel:

- 5.7.2.1 Purchase order number
- 5.7.2.2 ELO part number
- 5.7.2.3 Product/material revision level
- 5.7.2.4 Quantity
- 5.7.2.5 Country of Origin
- 5.7.2.6 Description

5.8 Inspection

5.8.1 When indicated on the purchase order or other appropriate document when applicable, first article inspection data approval shall be obtained from the supplier and approved by Elo in writing prior to initiation of full production. The supplier is responsible for notifying/providing Elo when first article samples and inspection data are available. Elo first article approval does not relieve the supplier of the responsibility of assuring that subsequent production is in accordance with documented requirements.

- 5.8.2 When specified on the Elo purchase order, one copy of a C of A or C of C shall be submitted by the supplier to the designated location.
- 5.8.3 The C of C and/or C of A shall certify and provide evidence (as appropriate) that the material meets all specified requirements of quality including conformance to applicable product environmental specifications.

5.9 Calibration System

- 5.9.1 Responsibility for the supply, maintenance, and calibration of standard measurement and test equipment, such as pin gages, thread gages, micrometers, comparators, multimeters, etc. rests with the supplier.
- 5.9.2 Provision for special measurement and test equipment, unique to a specific purchase order or product, shall be negotiated at time of order placement. Calibration and maintenance of such special equipment rests with the supplier, unless otherwise specified in the purchase order.
- 5.9.3 Gages, measuring devices, and testing equipment used to determine the acceptability of materials and tooling used in production shall be controlled and calibrated in accordance with the current revision of ISO 10012 or equivalent national standard.

5.10 Verification of Quality

- 5.10.1 ELO and its customers reserve the right to perform any testing or inspection that may be necessary to determine that the purchase order requirements have been met, including verification at the supplier's location if required. The supplier may be required to submit test or inspection data along with gage Repeatability and Reproducibility (R&R) study corresponding to the lot(s) being tested or inspected for comparison or correlation purposes.
- 5.10.2 The supplier shall permit access by representatives of Elo, or at Elo's written request - Elo customers, and applicable regulatory agencies to the supplier's premises (and the premises of Supplier's subcontractors and supplier(s)) for the purpose of evaluating Supplier's facilities, processes, goods, quality system and records.
- 5.10.3 Product accepted at receiving inspection may be found to be nonconforming during the manufacturing process. The supplier is liable for such product regardless of when a nonconformance is found.

5.11 Product/Material Nonconformance

- 5.11.1 The supplier shall notify the respective Elo -authorized procurement personnel if nonconforming material, including failure to meet product environmental compliance requirements, has been shipped to Elo. The Elo -authorized procurement personnel shall coordinate the containment and disposition of suspect nonconforming material with Quality and Materials department personnel.
- 5.11.2 Upon the occurrence of a product nonconformance identified by Elo, upon communication of the details of the nonconformance to the supplier, the supplier is responsible for determining the necessary actions to establish an effective containment plan. The supplier is responsible for immediately initiating containment of any suspect product within their facility or in the supply pipeline. This shall include the impacted lots, including any inventoried lots or lots already used by customers. The supplier shall also notify the Elo authorized procurement personnel of any suspect material that is in transit. Supplier is required to communicate details of containment action to the Elo authorized procurement personnel or Supplier Quality Engineer within 24 hours of receiving the initial nonconformance notification or as specified by the business unit purchasing department. The communication shall be via 8-D Corrective Action Plan or Customer specified Form.
- 5.11.3 Supplier may be charged back for all expenses incurred by Elo as a result of delivery or quality problems attributed to that supplier. Charge backs may be transacted as a debit against open invoices. A supplier will have 60 days from the issue of defective material notification to contest the charge back and provide evidence that the nonconformance was not caused by the supplier or agents of the supplier.

5.12 Request for Deviation

- 5.12.1 Supplier is responsible for meeting all the requirements of the purchase order, drawings, and Elo specifications or industry standards and specifications (e.g., EIA, ASTM, etc.) when specified or



Quality Management Requirements for Suppliers

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applicable. Material that does not conform to these requirements shall not be shipped to Elo, its customers or other suppliers without prior written approval having been given in the form of an approved deviation request for known nonconformance.

- 5.12.2 Request for waiver deviation from requirements shall be brought to the attention of the Elo authorized purchasing or engineering personnel. Approval or disapproval of supplier deviation requests will be documented and communicated to the supplier.
- 5.12.3 Each request for waiver deviation shall include a statement of corrective action, person responsible for the corrective action, and estimated date of implementation of corrective action to prevent recurrence of the nonconformance.
- 5.12.4 Supplier shall identify, store, and ship approved deviated nonconforming material in such a manner as to keep it separate from conforming material. Where applicable, the waiver deviation number shall be noted on the packing slip, and when requested, on all shipping containers.

5.13 Corrective Action

- 5.13.1 When requested, the supplier will submit an 8-D corrective action plan that provides the details of how the nonconformity will be resolved. Elo expects a supplier to investigate the root cause(s) and respond to the Elo authorized procurement personnel or Supplier Quality Engineer with a corrective action plan within ten business days or as specified by the business unit purchasing department. The details of the investigation, corrective action plan, verification of the effectiveness of the corrective action and preventive actions shall be documented. Should the corrective action be ineffective, untimely, or performance not be restored, Elo may exercise all rights available under contracts or purchase orders.

5.14 Quality Records

The supplier is responsible for maintaining the following records for each production part number manufactured or provided, as applicable:

- 5.14.1 Inspection records
 - 5.14.1.1 First article inspection results
 - 5.14.1.2 Incoming inspection
 - 5.14.1.3 Set up inspection records
 - 5.14.1.4 In process inspection records
 - 5.14.1.5 Final inspection records
 - 5.14.1.6 Dock audit results
- 5.14.2 Certificates of analysis
- 5.14.3 Certificates of compliance
- 5.14.4 Laboratory analysis test results
- 5.14.5 SPC data (if applicable)
- 5.14.6 Purchase orders
- 5.14.7 Change orders
- 5.14.8 Approved waiver deviations
- 5.14.9 Calibration records
- 5.14.10 Nonconforming material records
- 5.14.11 Corrective action responses
- 5.14.12 Shipping records
- 5.14.13 Environmental record
- 5.14.14 IMDS registration number (if applicable)
- 5.14.15 Production record



Quality Management Requirements for Suppliers

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5.14.16 Tool maintenance/repairing record

These records shall be maintained for a minimum of ten years or as specified by the business unit purchasing department.

5.15 Continual Improvement

Supplier agrees to support continual quality and delivery improvement by formulating and implementing continual quality and deliver improvement plans.

5.16 Business Recovery Plans

Supplier will have a documented business recovery plan. These plans shall include the following items.

- 5.16.1 Summary of critical business processes
- 5.16.2 Defined business recovery options
- 5.16.3 Summary of information resources necessary for business recovery
- 5.16.4 Summary of physical resources needed for business recovery
- 5.16.5 Recovery goals for critical business processes
- 5.16.6 List of Emergency Management Team Members

6.0 SUPPLIER GUIDE TO SOCIAL RESPONSIBILITY

Suppliers must comply with these socially important values, principles and guidelines. This Guide applies to all global suppliers of Elo which includes all integrated suppliers, temporary personnel, and third party consultants. Elo practices and demonstrates the values, principles and guidelines stated in this Guide in its day-to-day business operations.

6.1 LABOR AND HUMAN RIGHTS

- 6.1.1 Providing Opportunity for All. Suppliers shall extend equal opportunity and fair treatment to all of its employees. Suppliers must prohibit discrimination on the basis of age, disability, ethnicity, marital or family status, national origin, race, color, religion, sex, sexual orientation, or any other characteristic protected by law.
- 6.1.2 Human Rights. In addition to complying with Equal Employment Opportunities (EEO) laws in the United States of America, suppliers must comply with all other applicable civil rights, human rights, environmental and labor laws in the locations where the company operates around the world.

Suppliers must provide clean and safe working environments and conditions for employees, forbid child labor at its facilities or at the facilities of supplier subcontractors, and require that employees receive all benefits mandated by applicable laws. Regardless of location, each supplier must prohibit business units or supplier associates from engaging in activities that do not maintain individual dignity and respect, even if permissible under applicable law. A supplier's core values must show commitment to being good global citizens and acting in a socially responsible manner in the communities where the supplier conducts its business.

Suppliers must support the following specific labor and human rights related principles:

- i. FREELY CHOSEN EMPLOYMENT. All employment will be voluntary, and workers should be free to leave upon reasonable notice. Workers shall not be required to surrender government-issued identification, passports or work permits as a condition of employment, except for the purpose of legal status verification, in which case the documents must be promptly returned to the worker.
- ii. CHILD LABOR. Child labor is not to be used in any stage of manufacturing. The term "child" refers to any person employed under the age of 15 (or 14 where the law of the country permits), or under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is greatest. The use of legitimate workplace apprenticeship programs, which comply with all laws and

regulations, is supported. Workers under the age of 18 should not perform hazardous work and may be restricted from night work with consideration given to educational needs.

- iii. **WAGES AND BENEFITS.** Compensation paid to workers shall comply with all appropriate wage laws, including those relating to minimum wages, and legally mandated benefits. In compliance with local laws, workers shall be compensated for overtime at pay rates greater than regular hourly rates.
- iv. **HUMANE TREATMENT.** Suppliers shall not treat anyone harshly and inhumane, including any sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or verbal abuse of workers; nor is there to be the threat of any such treatment.
- v. **NON-DISCRIMINATION.** Suppliers must be committed to a workforce free of harassment and unlawful discrimination. Suppliers shall not engage in discrimination based on race, color, age, gender, sexual orientation, ethnicity, disability, pregnancy, religion, political affiliation, union membership or marital status in hiring and employment practices such as promotions, rewards, and access to training. In addition, workers or potential workers should not be subjected to medical tests that could be used in a discriminatory way as a condition of employment.

6.2 HEALTH AND SAFETY

- 6.2.1 **Making Workplace Safety and Security a Priority.** Suppliers must provide a safe working environment for all employees. Suppliers must follow strict safety and security rules and practices including:
- 6.2.2 Identifying workplace hazards and implementing effective controls to reduce, or eliminate where possible, risk of injury and illness.
- 6.2.3 Requiring employees to take an active role in working safely by adhering to safety procedures.
- 6.2.4 Prohibiting the possession of weapons and other dangerous devices by employees, contractors, suppliers, and visitors at all times on the company's, customers', or suppliers' property, including parking lots and company-owned vehicles.

While compliance with all applicable laws, regulations, and record-keeping requirements is mandatory, Suppliers must seek to exceed the minimum legal standards. Suppliers should seek to be recognized as an industry leader in safety.

Worker exposure to potential safety hazards (e.g., electrical and other energy sources, chemical, machine, fire, vehicle, and fall hazards) is to be controlled through proper design, engineering and administrative controls, preventative maintenance and safe work procedures (including lockout/tag-out). Where hazards cannot be adequately controlled by these means, workers are to be provided with appropriate personal protective equipment. Workers shall not be disciplined for raising safety concerns.

- 6.3 **Substance-Free Workplace for the Well-Being of Employees and Visitors.** Substance abuse, whether alcohol or drug abuse, poses a serious threat to the safety, health, and productivity. Suppliers must not allow or tolerate substance abuse within the organization by anyone. Suppliers must maintain a substance-free workplace in all locations worldwide.

6.4 ENVIRONMENTAL CONCERNS. Suppliers must adhere to the following environmental principles:

- 6.4.1 **ENVIRONMENTAL PERMITS AND REPORTING.** All required environmental permits (e.g. discharge monitoring) and registrations (including, but not limited to, general, air, water, and waste) are to be obtained, maintained and kept current and their operational, monitoring and reporting requirements are to be followed.
- 6.4.2 **POLLUTION PREVENTION AND RESOURCE REDUCTION.** Waste of all types, including water and energy, is to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.
- 6.4.3 **HAZARDOUS SUBSTANCES.** Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal. Suppliers must comply with all applicable-environmental requirements for the elimination of hazardous substances, as in the various evolving global RoHS (Restriction of Hazardous



Substances), REACH (Registration, Evaluation and Authorization of Chemicals) regulations, and as required per the Elo Green Procurement Guidelines.

6.4.4 PRODUCT CONTENT RESTRICTIONS. Suppliers must adhere to all applicable laws and regulations regarding prohibition or restriction of specific substances including labeling laws and regulations for recycling and disposal. Suppliers must comply with various evolving global RoHS (Restriction of Hazardous Substance) and REACH (Registration, Evaluation, and Authorization of Chemicals) regulations. Suppliers must conform to the specifications and processes necessary to comply with customer-specific content restrictions. These requirements are identified in Elo's Green Procurement Guidelines. Suppliers must also adhere to all regulations concerning radioactive substances in metals. Specifically, regarding stainless steel or other nickel bearing alloy contamination of Cobalt 60, suppliers must routinely test and audit their supply chain for potential radioactive contamination. Elo reserves the right to request verifications from suppliers detailing their ongoing testing and auditing of supply base to ensure compliance with all regulations and customer-specific requirements.

6.4.5 WASTEWATER AND SOLID WASTE. Wastewater, e-waste and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal.

6.4.6 AIR EMISSIONS. Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge.

6.4.7 NO UNAUTHORIZED DISCHARGES OR DISPOSAL. Suppliers shall not directly or indirectly dispose of liquid or solid waste onto or into the ground, into any body of water or into a wastewater disposal system except in compliance with a permit or other express regulatory authorization.

6.5 ETHICS. Suppliers shall comply with:

6.5.1 Compliance with Laws. Suppliers must conduct its business in accordance with all applicable laws, rules and regulations wherever the supplier does business. Suppliers must carry out their responsibilities in accordance with the law and to refrain from illegal conduct.6.5.2

6.5.2 Payment Practices.

Suppliers shall not violate any anti-bribery or anti-corruption law of any jurisdiction, including but not limited to the United States of America's Foreign Corrupt Practices Act, the UK Bribery Act and any country which is or will become a signatory to the OCED Convention on Combating Bribery of Foreign Public Officials, and in particular, suppliers:

- i. Shall not pay, offer or promise to pay, or authorize the payment of, any monies or anything of value, directly or indirectly, to any government official or employee, any official or employee of a state-run or state-owned or controlled enterprise or entity, any official or employee of a public international organization, any candidate for political or public office, any official or employee of any political party, or any family member or relative of such persons or any political party for the purpose of influencing any act or decision of any such official, employee, candidate, political party, enterprise or entity, public organization, or government to obtain or retain business, or direct business to any person or entity, or for any other improper advantage or purpose;
- ii. Shall notify Elo promptly if supplier or any of its agents have knowledge that a violation has occurred or is likely to occur.

6.5.3 Antitrust. Competition laws and regulations throughout the world are designed to foster a competitive marketplace and prohibit activities that restrain trade. Generally, actions taken in combination with other companies that restrain competition may violate the antitrust laws. Certain antitrust violations involving agreements with competitors are crimes and can result in large fines and prison terms for the individuals involved. In addition, actions taken by an individual company in market segments in which it has a particularly strong position may violate competition laws if they have the effect of excluding competition through unfair means. Elo's success depends on competing independently and fairly at all times. Elo competes vigorously but within the bounds of fair competition. In this regard, the following practices are to be followed:



Quality Management Requirements for Suppliers

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6.5.4 Suppliers are not to enter into any arrangements or understandings with competitors or potential competitors concerning prices, terms or conditions of sale or license, sales or marketing practices or plans, or research and development plans.

6.5.5 Suppliers are not to enter into any arrangements or understandings with a particular competitor to not deal with a particular customer or supplier.

6.5.6 Suppliers are not to enter into agreements or understandings that control the prices charged by a distributor.

6.6 Export/Import Controls.

6.6.1 Most countries, including the United States, have export/import control laws in place to protect strategically necessary products and technologies (these include, but are not limited to, production materials, finished goods, capital equipment, molds and tooling, samples and prototypes, repaired or returned products and technical information). When importing or exporting products, services, information or technology, suppliers must comply with applicable U.S. and other national laws, regulations and restrictions worldwide.

6.6.2 It is important to understand that, with few exceptions, U.S. origin products and/or technology are subject to U.S. export controls no matter where they are located in the world. The U.S. controls the export of defense articles and certain commercial items that have both commercial and military applications.

6.6.3 Suppliers are required to exercise due diligence to ensure that proper import/ export related policies, procedures and controls are adopted. Failure to do so could expose Elo, along with our customers and suppliers, to increased scrutiny from government agencies and associated negative publicity. Elo's ability to conduct business on a global basis must not be jeopardized.

6.6.4 In addition to U.S. export and import control regulations, countries around the world have their own regulations pertaining to exports and imports. Suppliers' policies on export/ import controls and economic sanctions must contain specific guidelines regarding:

6.6.4.1 Obtaining proper export and import authorization;

6.6.4.2 Disclosing or transferring technical data to foreign nationals either in the U.S. or abroad;

6.6.4.3 Establishing eligibility of export/import recipients; 6.6.4.4 Executing, controlling, and delivering required documentation; and

6.6.4.5 Retaining records for the above.

6.6.4.6 Suppliers should also comply with the minimum Security Criteria of the U.S. Bureau of Customs and Border Protection's Customs-Trade Partnership Against Terrorism (C-TPAT) program and/or other applicable global supply chain security programs, to the extent that these criteria are relevant for supplier's operations. Further information about the CTPAT program may be found on Customs website at <http://www.cbp.gov>.

6.7 Conflicts Minerals. The Securities and Exchange Commission (or SEC) adopted final rules for implementing Section 1502 of the Dodd-Frank Act concerning Conflict Minerals ("Conflict Minerals Rules"). Under these rules, companies who report to the SEC, including all U.S. publicly traded companies, will need to submit an annual report to the SEC that discloses the origins of Tin (Sn), Tantalum (Ta), Tungsten (W), and Gold (Au) (collectively referred to as "3TG") that is 'necessary for the functionality or production' of their products. In particular, such companies are investigating and disclosing whether the 3TG present in their products are sourced from mines or trade routes in the Democratic Republic of Congo (DRC) and Adjoining Countries (countries that share an internationally-recognized border with the DRC). Although Elo is not subjected to the SEC Conflict Mineral Rules, we are striving to assist our customers with their compliance efforts.

Suppliers are to identify and disclose to Elo information regarding:

6.7.1 The policies and due diligence they have in place regarding DRC-Conflict Free Sourcing of 3TG minerals; and

6.7.2 The use and origins of the 3TG minerals that are present in the products they sell to us.



Quality Management Requirements for Suppliers

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Suppliers must work with their suppliers to adopt a DRC conflict-free sourcing of metals and restrict the use of metals derived from minerals coming from conflict areas, unless they are from sources pre-approved by the SEC or SEC designated third parties as conflict-free.

- 7.0** RECORD-KEEPING AND FINANCIAL CONTROLS. Suppliers must be of sound financial stability and capable of complying with its obligations to Elo. Upon Elo's request, supplier will furnish financial statements to demonstrate its financial condition. If supplier's audit reports are publicly available, in lieu of providing written copies thereof, suppliers may inform Elo of where and when they may be obtained. If Elo's review of financial statements causes Elo to question a supplier's ability to perform its duties and obligations to Elo, Elo may request, and suppliers shall provide, reasonable assurances of the supplier's ability to perform its duties. Furthermore, suppliers shall notify Elo immediately if there is a material adverse change in supplier's business or financial condition including of there is the filing of insolvency or bankruptcy proceedings or concerning liquidation of assets. To the extent Elo reasonably believes that a supplier is not of sound financial stability, after reasonable consultation with supplier Elo may require a supplier to collaborate with another supplier to ensure that the know-how of the manufacturing of Elo products is smoothly transitioned to another source to ensure Elo's continuous operations.