

## 評級業務資訊保密制度

## Confidentiality of Rating Business Consultation

### 第一章 總則

### Chapter 1. General

**第一條** 為了使委托評級受評級實體的資訊得以保密，維護受評級實體和公司的利益，制訂本制度。

**1.** This policy aims to keep the information of rated entities confidential and to safeguard the interests of rated entities and the Company.

**第二條** 本制度不局限于評級人員、評審委員會委員以及任何因必要的工作職責接觸到評級業務保密資料的員工，其他員工亦必須嚴格遵守本保密制度。各部門對本部門員工應當經常進行保密教育和監督檢查，落實各項保密措施，使所屬人員熟知與其工作有關的保密範圍和各項保密制度。

**2.** This policy applies to but is not limited to rating analysts, rating committee members, or any other employees who have access to confidential information related to the rating business due to their job duties. Employees not mentioned above should obey the rules rigorously as well. Departments should periodically provide training and monitor the implementation of the confidential information policy to familiarize corresponding employees with the scope of confidential information and the confidential information policy related to the performance of their duties with the Company.

### 第二章 保密對象

### Chapter 2 Confidential Information

**第三條** 本制度中所指的“保密資料”指公司員工在工作期間或在職權範圍內通過以下渠道但不限於以下渠道獲得受評級實體及其關聯方的非公開信息：

**3.** “Confidential information” refers to non-public information the employee has access to via but is not limited to the following channels during the employee’s employment or due to his/her job responsibilities,

(一) 通過書面形式披露的；

(1) Disclosed in writing.

(二) 通過參看場地、裝備或設備看到的；

(2) Disclosed by site-visit or seeing equipment or facilities.

(三) 口頭情況介紹；

(3) Disclosed in oral.

(四) 會議紀要、專業報告、解決方案、協議、電子郵件、電話記錄、傳真、電報；

(4) Meeting minutes, professional reports, solutions, agreements, emails, call records, faxes, telegrams.

(五) 因必要的工作職責從其他員工處獲得。

(5) From other employees due to necessary job duties.

**第四條** 保密資料包括但不限於受評級實體及其有聯繫人士的：

**4.** For the rated entity and its related party, confidential information includes, but is not limited to, the following

(一) 知識產權、商品名、技術、許可證、網絡技術知識；

(二) 電腦程序和軟件（包括但不限于代碼、軟件輸出、螢幕技術、文件系統、圖像和用戶介面）、公式、資料、技術訣竅、發明、模型、程序文檔、源程式、目標程序、戰略、研究成果、技術白皮書；

(三) 市場、產品及服務計劃、客戶資料、業務文檔、財務資料、投資計畫、商業前景、收益、定價、雇員以及其他與業務經營、人事、財務相關的資料；

(四) 含有章印的任何正本或副本文件及摘要；

(五) 保密協議中規定的對受評主體和其聯營公司的保密資料。

### 第三章 保密規定

**第五條** 公司與全體員工簽訂的雇傭協議中，保密條款內容應遵循本制度的規定。

**第六條** 員工承擔保密義務的期限為無限期，無論在職期間或離職後，必須遵守保密條款和本制度有關內容，直至公司宣佈解密或保密資料實際上已經公開。

**第七條** 除非與受評級實體簽訂的保密協議有規定，或得到受評級實體書面允許披露，或應政府機關、有管轄權的法庭或法律要求必須披露保密資料，公司員工不得將保密資料提供或泄露給公司內部非相關人員或外部任何第三方，不得在新聞稿、透過研究會議、向未來雇主或在與投資者、其他發行人或其

(1) intellectual property, product names, technology, licenses and knowledge of internet technology.

(2) computer programs and software (including but not limited to code, software output, screen technology, file system, image and user interface), formulas, data, technical know-how, inventions, models, program documentation, source code, target programs, strategies, research results, and technology white papers.

(3) market, product and service plans, customer data, business documents, financial information, investment proposals, business prospects, revenue, pricing, employees, and any other information regarding business operations, personnel and finance.

(4) any original, duplicate documents, or abstracts with a company stamp.

(5) confidential information in the non-disclosure agreement.

### Chapter 3 Confidential Rules

**5.** The confidentiality clauses of the employment agreement signed by the Company and the employee should follow the rules under this policy.

**6.** The employee has the obligation to keep information confidential indefinitely. During or after the employee's employment with the Company, he/she must obey the confidentiality terms in accordance with the employment agreement and the confidentiality policy, until the Company announces that the confidentiality has been lifted or confidential information has been made public.

**7.** Unless stipulated in the non-disclosure agreement signed with the rated entities, or approved by the rated entities in writing, or under the compulsory requirements of a government agency, competent court or legal request to disclose confidential information, a company employee must not provide or disclose confidential information to any unrelated person

他人士的談話中，或以其他方式披露保密資料。

**第八條** 公司及員工只能因評級目的或按照與受評級實體簽訂的保密協議或保密條款使用保密資料，不得為評級以外的任何其他目的或買賣證券的目的使用或分享保密資料。

**第九條** 員工不得直接或通過修改保密資料等手段變相違反本制度。

**第十條** 因必要工作職責接觸保密資料的員工，應採取一切合理措施，保護保密資料和其他評級資料免受遺失、毀損和不當使用，並不得利用本人帳戶、本人配偶、伴侶、未成年子女的帳戶以及本人控制並擁有實質權益的其他帳戶交易該受評級證券或受評級實體發行的證券。

**第十一條** 員工不得將保密資料攜帶至與工作無關的場所，也不得在公共場所談論保密事項。

**第十二條** 員工如需借閱保密資料和評級業務檔案，必須按公司《檔案管理制度》規定辦理借閱手續。

**第十三條** 員工不得私自翻印、複印、摘錄和外傳保密資料、資料。因工作需要翻印、複製時，應經過《檔案管理制度》規定的有關審批程序後辦理。複製件應按照原文件、資料的密級規定管理。

**第十四條** 評級報告中應儘量避免涉及受評級實體的保密資料。若評級報告中涉及受評級實體的非公開資訊，在評級結果公佈前，該

within the Company or any outside third party. And the employee must not disclose confidential information in press releases, research conferences, or conversations with prospective employers, investors, other issuers or other individuals, or in any other way.

**8.** The Company and its employees can use the confidential information only for the purpose of rating or for any purpose according to the non-disclosure agreement or confidential clauses and must not use or share any confidential information for any purpose other than rating or for the purpose of buying and selling securities.

**9.** The employee must not break this policy directly or by any other means, including modification of confidential information.

**10.** The employee who has access to confidential information due to his/her job duties should take all reasonable measures to protect the information and other rating files from loss, damage, and improper use. The employee must not trade rated securities or securities issued by rated entities with the accounts of his/her own, his/her spouse, partner, minor children, or any other account the employee has a beneficial interest in.

**11.** The employee must not bring confidential information to a non-workplace, nor should he discuss confidential matters in public.

**12.** If the employee needs to borrow confidential information or rating business files, he/she must go through the procedure for checkout pursuant to the Record Keeping Policy.

**13.** The employee is not allowed to reprint, copy, extract, or circulate confidential information or files. The employee could reprint or copy it for work after following the related procedure for approval as stipulated in the Record Keeping Policy. The replica should be regarded as confidential as the original.

**14.** The rating report should avoid disclosing confidential information with regard to the rated entities as much as possible. If a rating report

報告僅能提供給受評級實體，未經受評級實體同意，不得提供給任何第三方，法律法規要求必須公開披露的除外。

**第十五條** 員工在離職前應將載有保密資訊的任何文件、資料或軟件，按公司要求歸還給公司或予以銷毀，刪除任何有記憶裝置中的任何保密資訊，並且不得繼續使用這些保密資訊。非經公司書面同意，員工不得向任何第三方泄露、給予或轉讓保密資訊，或將保密資訊與任何第三方合作利用、開發等。

#### 第四章 罰則

**第十六條** 員工違反本制度而導致公司遭受第三方的侵權或者違約指控時，員工應承擔公司為應訴而支付的一切費用（包括但不限於調查取證的費用和律師費用）；公司因此而承擔侵權或者違約賠償責任的，有權向員工追償。上述應訴費用和侵權、違約賠償可以從員工的工資報酬中扣除。

**第十七條** 員工違反本制度，公司可視違反制度的性質及由此帶來的損失程度與員工協商賠償金額。賠償金可從員工工資中扣除，如員工已經不在公司領取工資，公司可按法律許可的任何渠道要求員工賠償。

**第十八條** 員工違反本制度，且公司和員工雙方無法協商確定賠償金額，公司可以要求員工承擔因此給公司造成的一切損失。賠償損失的計算標準為：員工因違反本制度約定所得的利益加上任何其他方從該保密信息而獲

involves non-public information of the rated entity, the report can only be provided to the rated entity and must not be released to any third party without the consent of the rated entity other than compulsory requirements by law.

**15.** Upon the termination of employment, the employee should return or dispose of any documents, data or software containing confidential information to the Company according to the company policy, should delete confidential information from every storage device, and must not use the information any longer. Without written consent of the Company, the employee must not disclose, provide or circulate the confidential information to any third party or use the information to cooperate with any third party or to develop.

#### Chapter 4 Penalty

**16.** If the Company suffers lawsuits for infringement or breach of contract by a third party because of the employee's violation of this policy, the employee should bear all the costs (including but not limited to the costs of investigation and attorney's fees) paid by the Company to fight the cases. The Company has the right to claim compensation from the employee in the event that the Company is liable for infringement or breach of contract. The responding fees and compensation can be deducted from the employee's salary.

**17.** If an employee violates this policy, the Company may negotiate with the employee for the compensation amount depending on the nature of the violation of the policy and the extent of the loss incurred. The compensation can be deducted from the employee's salary. If the employee is no longer paid by the Company, the Company can claim the compensation via any channel permitted by law.

**18.** If an employee violates this policy and neither the Company nor the employee can agree on the amount of compensation, the Company retains the right to require the employee to bear all the losses caused to the Company. The compensation is calculated as the

取的利益之和。公司仍有經濟損失的，員工還應繼續向公司予以賠償。公司並將依法追究由於員工洩密造成公司名譽及其他利益受損的責任的權利。

sum of benefits that the employee gains by violating the policy and benefits derived by any other party from the confidential information. If the Company still suffers from economic losses afterwards, the employee should continue to pay compensation to the Company. It retains the right to pursue legal action against the employee for damaging the Company's reputation and other interests due to the disclosure of information.

## 第五章 附則

## Chapter 5 Supplementary Provisions

**第十九條** 本制度采用双语格式撰写，如果中文条款与英文条款之间存在任何差异或不一致，应始终以中文条款为准。

**19.**This policy is written in bilingual format. The Chinese terms should always prevail in case of any discrepancy or inconsistency between Chinese terms and its English translation.