致：旭创尊敬的合作伙伴

To: All Respected Business Partners of InnoLight

自：苏州旭创科技有限公司

From: InnoLight Technology (SUZHOU) Ltd.

关于：致业务合作伙伴关于贸易合规的信函

RE: Trade Compliance Letter to Business Partners

苏州旭创科技有限公司及其控股或控制的子公司和关联公司（以下统称为**"旭创"**或**"我方"**）致力于以诚信和合规标准开展业务。作为此承诺的一部分，我们制定了全球贸易合规政策（以下简称**"本政策"**），该政策适用于我们运营的各个方面，以及与客户、供应商和其他业务合作伙伴（统称为**"业务合作伙伴"**）的所有关系。通过遵循这些标准，我们旨在降低风险、增强运营韧性，并为所有利益相关者创造长期价值。

InnoLight Technology (SUZHOU) Ltd. and its majority owned or controlled subsidiaries and affiliates (collectively "**InnoLight**" or the "**WE**") are committed to conducting business with the standards of integrity and compliance. As part of this commitment, we have established a **Global Trade Compliance Policy** (hereinafter referred to as "**the policy**") that applies to every aspect of our operations—and to all relationships with customers, suppliers, and other business partners (collectively referred to as "**Business Partners**"). By aligning with these standards, we aim to mitigate risks, enhance operational resilience, and create long-term value for all stakeholders.

本政策要求遵守全球范围内包括中国、美国、欧盟在内的所有适用的出口管制和经济制裁法律法规，并贯彻执行所有与实物、软件（包括源代码）、技术（统称**"物项"**）的出口、再出口及（国内）转移相关的要求。

The Policy requires strict adherence to all applicable export control and economic sanctions laws and regulations around the world, including China, the United States (U.S.), and the European Union (EU), and implementing all applicable requirements related to the export,

reexport and transfer (in-country) of commodity, software (including source code), and technology (collectively referred to as "**Items**").

前述法规包括但不限于美国《出口管理条例》("**EAR**")、《出口管制改革法》("**ECRA**")、欧盟 2021/821 号条例("**欧盟《两用物项条例》**")、欧盟理事会第 833/2014 号条例("**欧盟《俄罗斯制裁条例》**")、欧盟理事会第 765/2006 号条例("**欧盟《白俄罗斯制裁条例》**")、英国《出口管制令》、英国保留适用的欧盟理事会第 428/2009 号条例、中国《出口管制法》以及其他适用的，经不定期修订、补充或替换的，与出口管制和经济制裁相关的法律法规（统称"适用的贸易管制法"）。

The laws and regulations referred to above include but are not limited to the U.S. Export Administration Regulations ("**EAR**"), the U.S. Export Control Reform Act of 2018 ("**ECRA**"), the Regulation (EU) 2021/821 ("**EU Dual-Use Regulation**"), the Council Regulation (EU) No 833/2014 ("**EU Russia Sanctions Regulation**"), the Council Regulation (EC) No 765/2006 ("**EU Belarus Sanctions Regulation**"), the UK Export Control Order and retained Council Regulation (EC) No 428/2009, Export Control Law of the PRC and other applicable laws and regulations in relation to export control and economic sanctions, each as amended supplemented or substituted from time to time (collectively as "**Applicable Trade Control Laws**").

合规不仅是我们的义务，更是所有相关业务合作伙伴共同的责任，它能够增强信任，促进可持续发展。我们期望并呼吁我们尊敬的业务合作伙伴充分理解并严格遵守适用的贸易管制法律。这包括但不限于：

Compliance is not just our obligation—it is a shared responsibility that strengthens trust and fosters sustainable growth for all Business Partners involved. We expect and call upon our respected business partners to fully understand and strictly comply with the Applicable Trade Control Laws. This includes but is not limited to:

1. 不得以任何方式将我方产品直接或间接出口、再出口、转移、销售、租赁、运输或以其他方式转运至位于古巴、伊朗、朝鲜、叙利亚、克里米亚地区、顿涅茨克人民共和国地区、卢甘斯克人民共和国地区、俄罗斯联邦或白俄罗斯的任何主体。

1. Shall not in any manner, directly or indirectly, export, re-export, transfer, sell, lease, deliver or otherwise divert InnoLight's Items to any party located in Cuba, Iran, North Korea, Syria, Crimea region, Donetsk People's Republic region, Luhansk People's Republic region, the Russian Federation or Belarus.

2. 不得以任何形式将我方产品直接或间接出口、再出口、转移、销售、租赁、运输或以其他方式转运至以下主体：（1）中国商务部发布的出口管制管控名单、出口管制关注名单、不可靠实体清单、反制清单以及中国外交部发布的反制裁清单中的任何主体；（2）美国商务部工业与安全局（"**BIS**"）实体清单（"**EL**"）、被拒绝人清单（"**DPL**"）、未经核实清单（"**UVL**"）、军事最终用户清单（"**MEU**"）项下所列的任何主体；（3）美国财政部外国资产控制办公室（"**OFAC**"）发布的特别指定国民和封锁人员清单（"**SDN**"）、海外逃避制裁者清单（"**FSE**"）、非 SDN 菜单式制裁清单（"**NS-MBS**"）和行业制裁识别清单（"**SSI**"）项下所列的任何主体，以及由 SDN 和 SSI 中列出的任何一方直接或间接、单独或合计拥有（50% 或以上）的任何主体；（4）欧盟委员会发布的"欧盟金融制裁综合清单"、第 833/2014 号条例项下附件 IV 清单及附件 XIX 清单，第 765/2006 号条例项下附件 V 清单中的任何主体，欧盟成员国发布的任何受制裁人员清单上的任何主体，以及由上述清单中列出的任何一方直接或间接、单独或合计拥有（50% 或以上）的任何主体；（5）英国外交、联邦及发展办公室公布的英国制裁清单上的任何主体，以及由该清单中列出的任何一方直接或间接、单独或合计拥有（50% 或以上）的任何主体；（6）根据"适用的贸易管制法"不时适用、修订、补充或替换的其他受限制主体清单中的任何主体。

2. Shall not in any manner, directly or indirectly, export, re-export, transfer, sell, lease, deliver or otherwise divert InnoLight's Items to any party listed in: (1) the Export Control Restricted Namelist, Export Control Watch List, Unreliable Entity List and Anti-Sanctions List administered by the Ministry of Commerce of the PRC, and the Anti-Sanctions List administered by the Ministry of Foreign Affairs of the PRC; (2) the Denied Person List ("**DPL**"), Entity List ("**EL**"), Unverified List ("**UVL**") and Military End User List ("**MEU**") of the Bureau of Industry and Security of U.S. Commerce Department ("**BIS**"); (3) the Specially Designated

Nationals and Blocked Persons List ("**SDN**"), Foreign Sanctions Evaders List, Non-SDN Menu-Based Sanctions List the Foreign Sanctions Evaders List ("**FSE**"), the Non-SDN Menu-Based ("**NS-MBS**") Sanctions List, the Sectoral Sanctions Identifications ("**SSI**") of the Office of Foreign Asset Control of U.S. Treasury Department ("**OFAC**"), as well as any party owned (50% or more), directly or indirectly, individually or in the aggregate by any party listed in SDN and SSI; (4) the European Union Consolidated List of Financial Sanctions published by the European Commission, Annex IV and Annex XIX of the Council Regulation (EU) No 833/2014, Annex V of the Council Regulation (EC) No 765/2006, any list of sanctioned persons issued by EU Member States, and any party owned (50% or more) or controlled by, directly or indirectly, individually or in the aggregate, or acting for the interest of any of entities or individuals listed thereof; (5) the UK Sanctions List published by the Foreign, Common Wealth & Development Office ("**FCDO**") and any party owned (50% or more) or controlled by, directly or indirectly, individually or in the aggregate, or acting for the interest of any of entities or individuals listed thereof; (6) the other restricted party lists as applicable, amended, supplemented or substituted from time to time pursuant to the Applicable Trade Control Laws.

3. 我方的产品仅用于民事最终用途，不涉及军事目的或恐怖主义目的和/或"适用的贸易管制法"所禁止的任何其他最终用途，包括但不限于用于大规模杀伤性武器，如核能、化学或生物武器、导弹、或任何支持此类武器或导弹技术的活动、火箭系统和无人机（UAVs），军事最终用途和军事情报最终用途。

3. InnoLight's Items are only used for civilian end-use, and not used for any military or terrorist purposes and/or any other end-use prohibited under Applicable Trade Control Laws, including but not limited to the use in weapons of mass destruction, such as nuclear, chemical, or biological weapons or missiles, or in any activities supporting such weapons or missile technology, rocket systems and unmanned aerial vehicles (UAVs), military end-use and military intelligence end-use.

4. 遵照"适用的贸易管制法"，留存与我方产品有关目的地、最终用户、最终用途方面的全部纪录。

4. Maintain complete records of the destination, end-user, and end-use of InnoLight's Items in compliance with Applicable Trade Control Laws.

5. 在您知道或应该知道发生了任何上述受限制的活动的情况，请立即书面告知我方，双方将应尽最大努力采取补救措施。

5. If you know or should have known that any of the above restricted situations occur, you shall immediately notify us in writing, and both parties shall use our best effort to undertake remedial measures.

通过共同努力，我们可以确保建立合规、道德和互惠互利的合作伙伴关系。

By working together, we can ensure a compliant, ethical, and mutually beneficial partnership.