

Commitment to Code of Business Conduct

To: Proya Cosmetics Co., Ltd. (hereinafter referred to as "Proya")

We, the undersigned _____ (the "Committing Party"), as a supplier engaged in a cooperative relationship with Proya, acknowledge that during the course of our business interactions, including but not limited to negotiations, supply of goods or services, commercial collaborations, and routine communications, we will inevitably come into contact with Proya personnel and gain access to certain confidential business information of Proya. Therefore, we hereby commit that:

1. Honesty and Good Faith

The Undertaking Party warrants that all documents and materials provided (including but not limited to qualification certificates, franchise licenses, business licenses, approval certificates, product quality certifications, and product descriptions) during its business interactions and transaction performance with Proya are true, valid, and accurate. There shall be no falsification, fraud, or concealment, and the principle of good faith shall be upheld throughout the entire business engagement process.

2. Integrity and Transparency

The Committing Party agrees to comply with Proya's integrity policies. Under no circumstances shall the Committing Party offer improper benefits to Proya personnel or enter into any improper profit-sharing arrangements for the purpose of securing business with Proya. The Committing Party shall not induce, request, or facilitate the acceptance by Proya personnel of kickbacks, bribes, illegal commissions, gifts, or any other undue benefits.

The Committing Party shall establish and maintain its own appropriate anti-corruption policy and conduct periodic reviews of its compliance systems to ensure integrity in its operations.

3. Confidentiality Obligation

The Committing Party agrees to maintain strict confidentiality regarding all Proya business information obtained (including but not limited to tender documents, customer lists, product pricing data, financial records, legal documents, market research information, business development plans, trade secrets, and technical documentation). Such information shall be used solely for the purpose of providing products or services to Proya and for no other purpose whatsoever.

4. Strict Compliance with Laws

The Committing Party commits to full compliance with all applicable laws and regulations, including but not limited to prohibitions against child labor and forced labor, and adherence to principles of fair and non-discriminatory employment practices.

5. Environmental Stewardship

The Committing Party undertakes to conduct its production and operations in a sustainable manner by implementing a robust environmental management system. This includes improving the efficiency of water and energy use and minimizing waste generation and greenhouse gas emissions to reduce environmental impact.

The Committing Party further undertakes not to clear forests in areas of high carbon stock or high conservation value, nor to disturb peatland ecosystems.

6. Liability for Breach

The Committing Party shall ensure that its employees and agents comply with all obligations set forth herein. In the event of any breach of this Commitment, Proya reserves the right to immediately terminate all ongoing business activities and any related commercial contracts with the Committing Party. Proya will place any breaching party on its internal blacklist.

Should any breach cause loss or damage to Proya, the Committing Party shall bear full liability for compensation. Proya is entitled to offset any applicable penalties or damages against amounts owed to the Committing Party. Where the conduct of the Committing Party constitutes a criminal offense, Proya shall refer the matter to relevant authorities for criminal prosecution of the Committing Party and/or its personnel.

The Committing Party consents to audits conducted either by Proya or by third parties designated by Proya to verify its compliance with the above principles.

This Commitment forms an integral and inseparable part of any commercial agreement entered into between the Committing Party and Proya and shall be governed by and construed in accordance with the laws of the People's Republic of China.

Committing Party: (Seal)

Legal Representative: _____ (Signature)

Date of Execution: ____/____/ ____