

# 供应商合作基本准则

## Supplier Code of Conduct

甲方：欣旺达电子股份有限公司

Party A: Sunwoda Electronic Co., Ltd.

法定代表人：王威

Legal Representative: Wang Wei

地址：深圳市宝安区石岩街道石龙社区颐和路2号

Address: No.2, Yihe Rd., Shilong Community, Shiyan Street, Baoan District, Shenzhen City, China

乙方：

Party B:

法定代表人：

Legal Representative:

地址：

Address:

欣旺达电子股份有限公司及其各子公司、关联公司等（以下统称为“甲方”）为保证可持续发展，致力于与符合最高适用法律和道德标准的负责任供应商（以下称为“乙方”）开展业务，并向其采购经营所需的生产物料和非生产物料等物资和服务。为协助每位供应商达到甲方预期，本《供应商合作基本准则》（以下称为“准则”）为重要的业务行为提供基本指南，为对乙方的最低要求。本准则中使用的“乙方”既指向甲方提供产品或服务的任何实体，也包括乙方及其为其工作的人员、分包商和代理商的相关人员。

In order to ensure sustainable development, Sunwoda Electronics Co., Ltd. and its subsidiaries, and affiliated companies (hereinafter referred to as "Party A") are committed to carrying out business with responsible suppliers (hereinafter referred to as "Party B") meeting the highest applicable legal and ethical standards and purchases material and services such as production materials and non-production materials from Party B. To assist each supplier to meet Party A's expectations, this Supplier Code of Conduct (hereinafter referred to as "Code") provides basic guidelines for important business practices and minimum requirements for Party B. The term "Party B" used in this Code refers not only to any entity that supplies products or services to Party A, but also to the relevant personnel, the subcontractors and agents of Party B.

“关联企业/公司”指：1) 相互间直接或者间接持有其中一方的股份总和达到 25%或以上的；2) 直接或间接同为第三者所拥有或控制股份达到 25%或以上的；3) 企业与另一企业（独立金融机构除外）之间借贷资金占企业实收资本 50%或以上，或企业借贷资金总额的 10%是由另一企业独立金融机构除外担保的；4) 企业的董事或经理等高级管理人员一半以上或有一名常务董事是由另一企业所委派的；5) 企业的生产经营活动必须由另一企业提供的特许权利（包括工业产权、专有技术等）才能正常进行的；6) 企业生产经营购进原材料、零配件等（包括价格及交易条件等）是由另一企业所控制或供应的；7) 企业生产的产品或商品的销售（包括价格及交易条件等）是由另一企业所控制；8) 对企业生产经营、交易具有实际控制的其他利益上相关联的关系，包括家庭、亲属关系。

"Affiliated enterprise / company" refers to: 1) holding 25% or more of the total shares of one

of the parties directly or indirectly; 2) 25% or more of the shares owned or controlled by a third party directly or indirectly; 3) The loan funds between an enterprise and another enterprise (except an independent financial institution) account for 50% or more of the paid in capital of the enterprise, or 10% of the total loan funds of the enterprise are guaranteed by an independent financial institution of another enterprise; 4) More than half of the directors, managers and other senior managers of the enterprise or one of the managing directors is appointed by another enterprise; 5) The production and operation activities of an enterprise can only be carried out normally with the franchise rights (including industrial property rights, proprietary technology, etc.) provided by another enterprise; 6) Raw materials, spare parts, etc. (including prices and trade terms) purchased by the enterprise for production and operation are controlled or supplied by another enterprise; 7) The sales of products or commodities produced by an enterprise (including prices and trade terms) are controlled by another enterprise; 8) Other interest related relationships that have actual control over the production, operation and transactions of the enterprise, including family relationship and kinship.

甲、乙双方本着自愿、公平、公正、诚实信用、廉洁和守法合规的原则进行了沟通、确认，乙方承诺已经详细审阅过本准则的内容，完全了解本准则各条款的法律含义，并完全遵守本准则的各个条款的要求。

Party A and Party B have communicated and confirmed based on the principles of voluntariness, fairness, impartiality, honesty, law-abiding and compliance. Party B undertakes to have a detailed review the contents of the Code, fully understand the legal meaning of the provisions of the Code, and fully comply with the requirements of the provisions of the Code.

## 一、廉洁

### Integrity

## 1 共同准则

### Common Principles

1.1 双方应自觉遵守有关法律法规、各自规章制度中关于公平交易、廉洁自律、反对腐败的相关规定。

Both sides should consciously abide by the relevant laws and regulations, the relevant provisions of their respective rules and regulations on fair dealing, integrity and self-discipline, and anti-corruption.

1.2 双方应对业务人员进行经常性的廉洁诚信教育，使其建立良好的职业操守和从业行为。

Both sides should conduct regular honesty and credit education for business personnel to establish good professional ethics and conduct.

1.3 双方应建立自我制约制度，开展廉洁教育，公布举报电话，监督并认真查处违法违纪行为。

Both sides should establish self-restraint system, carry out integrity education, publish reporting telephone calls, supervise and seriously investigate violations of law and discipline.

1.4 发现对方在业务活动中有违规、违纪、违法行为的，应及时提醒对方，情节严重的，应向有关部门举报。

If it is found that the other party has violated the rules, disciplines or illegal acts in its business activities, it shall promptly remind the other party. If the circumstances are serious, it shall report to the relevant departments.

1.5 甲乙双方及参与合作事项的工作人员，在事前、事中、事后应遵守本准则。

Both Party A and Party B and the staff involved in the cooperation shall abide by the code before, during and after the event.

## 2 反商业贿赂

### Anti-Commercial Bribery

2.1 甲方坚决反对贪污贿赂，甲乙双方约定乙方不得以任何形式贿赂甲方人员，包括但不限于以下情况：

Party A resolutely combats corruption and bribery. Party A and Party B agree that Party B shall not bribe Party A's personnel in any form, including but not limited to the following circumstances:

2.1.1 乙方同意不向甲方的任何人员及其关联人员（包括但不限于甲方配偶、子女、亲属等）出资出工办私事、过生日、承办婚礼，或提供借款、借物等不正当行为；

Party B agrees not to pay for private affairs, birthdays, weddings, loans or other improper behavior from any of Party A's personnel and their associated personnel (including, but not limited to, Party A's spouses, children, relatives, etc.).

2.1.2 乙方及其人员同意不向甲方人员及其关联人员（包括但不限于甲方配偶、子女、亲属等）直接或间接馈赠礼品（包括但不限于礼金、卡、股票、回扣、回佣、手续费、非低值文化用品、购物券、贵重物品或其它客观存在有价值的实物、有价证券、样品、微商、微信红包等）；

Party B and its personnel agree not to give directly or indirectly gifts (including, but not limited to, gifts, cards, stocks, rebates, commissions, handling fees, non-low-value cultural articles, shopping vouchers, valuables or other objective and valuable items, securities, samples, We Business, Wechat red envelope, etc) to Party A's personnel and their associated personnel (including, but not limited to, Party A's spouses, children, relatives, etc.);

2.1.3 乙方同意不以任何形式（包括但不限于建立正式劳动关系、劳务派遣、外包服务、兼职、咨询顾问等其他形式）雇用甲方员工（在职或离职二年内）及其亲属为乙方工作，乙方如有雇用甲方员工（在职或离职二年内）及其亲属为乙方工作的，应在雇用之日起三日内以书面方式如实、全面告知甲方（此条款甲方人员范围：与乙方业务存在日常业务对接的甲方人员、甲方股东、董事、监事、高级管理人员及合作项目人员）；

Party B agrees not to employ Party A's employees (including who service at Party A and resign from Part A less than two years) and their relatives to work for Party B in any form (including but not limited to the establishment of formal labor relations, labor dispatch, outsourcing services, part-time jobs, consultants, etc.). If any of the above situation happened, Party A shall be informed truthfully and comprehensively in writing within three days from the date of employment (Personnel of Party A in this provision are Party A personnel who have daily business collaboration with Party B, Party A shareholders, directors, supervisors, senior managers and cooperative project personnel).

2.1.4 乙方不得与甲方或甲方关联企业的员工及其亲属共同成立企业，不允许甲方或甲方关联企业的员工及其亲属参股乙方或乙方关联企业，或安排甲方员工及其亲属在乙方企业（包括关联企业）任职、兼职（包括名誉职务）而获取不正当利益；与甲方合作之前或合作期间，乙方或乙方关联企业与甲方或甲方关联企业的员工及其亲属存在上述关联关系的，乙方应及时、主动、如实申报（填报附表一）。未经甲方书面同意，存在关联关系的乙方不得与甲方发生交易。

Party B should not establish enterprises jointly with Party A's employees and their relatives, allow Party A's employees and their relatives to participate in Party B's enterprises, or offer Party A's employees and their relatives with fulltime or part-time jobs(including honorary positions) in Party B's enterprises (including affiliated enterprises) to seek unfair benefits. Before or during the cooperation with Party A, if Party B has the above-mentioned relationship with Party A's employees and their relatives, Party B shall timely, actively and truthfully report. Without the written consent of Party A, Party B shall not trade with Party A if there is an affiliated relationship(referred to Schedule I).

- 2.1.5 乙方同意不组织甲方人员及其关联人员（包括但不限于甲方配偶、子女、亲属等）参与影响公正执行公司事务的宴请和高消费的娱乐活动（典礼、庆典、论坛、聚餐等）；

Party B agrees not to organize Party A's personnel and their associated personnel (including but not limited to Party A's spouses, children, relatives, etc.) to participate in banquets and high-consumption entertainment activities (ceremonies, celebrations, forums, dinners, etc.) that affect the fair execution of company affairs.

- 2.1.6 乙方不得以任何名义组织/安排甲方人员及其关联人员（包括但不限于甲方配偶、子女、亲属等）进行国内外旅游活动；

Party B shall not organize or arrange Party A's personnel and their associated personnel (including but not limited to Party A's spouses, children, relatives, etc.) to conduct domestic and foreign tourism activities in the name of anything.

- 2.1.7 乙方不得组织，乙方人员不得与甲方人员及其关联人员（包括但不限于甲方配偶、子女、亲属等）一起赌博；

Party B and its personnel shall not gamble with Party A's personnel and their associated personnel (including but not limited to Party A's spouses, children, relatives, etc.).

- 2.1.8 乙方不得利用代理商贿赂甲方人员及其关联人员（包括但不限于甲方配偶、子女、亲属等）；

Party B shall not use agents to bribe Party A's personnel and their associated personnel (including but not limited to Party A's spouses, children, relatives, etc.)

- 2.1.9 乙方同意不以任何形式报销应由甲方人员个人支付的费用（交通费、住宿费、餐费等）；

Party B agrees not to pay for expenses of Party A's personal (transportation, accommodation, meals, etc.) in any form.

- 2.1.10 乙方不得有相关法律法规明确规定为贿赂的行为。

Party B shall not conduct any activity that defined as bribery by relevant laws and regulations.

- 2.2 若甲方人员在日常业务往来过程中有索贿行为，乙方必须拒绝，并向甲方审计部门举报。若乙方对甲方的索贿行为不拒绝、不举报，并且满足其要求的，视同向甲方行贿，乙方应承担相应违约责任。

If Party A's personnel solicit bribes in business transactions, Party B must refuse and report to Party A's audit department. If Party B does not refuse, report, but satisfy Party A's request , for bribes, Party B shall bear the corresponding liability for breach of contract.

- 2.3 甲方或其关联公司发现乙方及其人员违反本准则廉洁部分第 2.1 条、第 2.2 条和第 2.3 条规定的，甲方及其关联公司有权暂停支付乙方未付款项直至相关事项得到解决，甲方及其关联公司因为乙方存在不廉洁行为而暂停支付款项的无须承担违约责任。

If Party A or its affiliates find that Party B and its personnel violate the provisions of articles 2.1, 2.2 and 2.3 of the integrity part of the code, Party A and its affiliates have the right to suspend the payment of the unpaid amount of Party B until the relevant matters are solved. If Party A and its affiliates suspend the payment due to Party B's incorruptible behavior, they

shall not be liable for breach of contract.

- 2.4 乙方及其人员违反本准则廉洁部分第 2.1 条、第 2.2 条和第 2.3 条规定，甲方或其关联公司可要求乙方承担以下一种或几种违约责任：

If Party B and its personnel violate the provisions of Articles 2.1, 2.2 and 2.3 of integrity part of this code, Party A may require Party B to bear one or more of the following liabilities for breach of contract

- 2.4.1 乙方每违规一次须向甲方支付前 12 个月（即：违规行为被发现之日起向前推 12 个对账周期月）与甲方交易金额的 10%或不正当利益的 20 倍作为违约金（以高者为准）。如果违约金核算低于人民币 100 万时按 100 万计算（此违约金指不含税金额），甲方有权直接从甲方及其分子公司（含甲方控股公司）应付乙方货款中扣除前述违约金，货款不足支付的，在接到甲方书面通知后，乙方须在一个月以内以支票或汇票的形式补给甲方。如乙方支付的违约金无法弥补给甲方造成的实际损失的，乙方还应按照给甲方造成的实际损失向甲方补足赔偿。

For each violation, Party B shall pay Party A 10% of the transaction amount or 20 times of improper interests between Party A in the previous 12 months (i.e. 12 reconciliation cycle months from the date when the violation is found) as liquidated damages upon the higher value. If the liquidated damages are less than 1 million RMB, the liquidated damages shall be calculated at 1 million RMB (the liquidated damages refer to the tax-free amount). Party A has the right to deduct the liquidated damages mentioned above from the payment payable by Party A and its molecular companies (including the holding company of Party A) to Party B directly. If the payment is insufficient, Party B shall replenish Party A by cheque or bill of exchange within one month after receiving Party A's written notice. If the liquidated damages paid by Party B cannot compensate for the actual losses caused to Party A, Party B shall also compensate Party A for the actual losses caused to Party A.

- 2.4.2 甲方及其关联公司有权不予支付乙方及其关联企业的所有应付货款，并减少双方 80%的业务量或单方终止双方的采购合同。情节严重的，甲方有权取消乙方及其关联企业的供应商资格或将乙方及其关联企业列入甲方采购黑名单。

Party A has the right not to pay all the payables of Party B and its affiliated enterprises, reduce the business volume of both parties by 80%, or unilaterally terminate the purchase contract of both parties. If the circumstances are serious, Party A has the right to cancel the supplier qualification of Party B and its affiliated enterprises or include Party B and its affiliated enterprises in the list Party A's procurement blacklist;

- 2.4.3 甲方因向乙方追究相关民事责任（违约责任、损害赔偿等）或刑事责任而产生的一切费用（包括但不限于诉讼费、律师费、仲裁费、调查取证费等）均由乙方承担。

All expenses (including but not limited to legal fees, attorney fees, arbitration fees, investigation and evidence collection fees, etc.) incurred by Party A in pursuing relevant civil liabilities (liability for breach of contract, liability for damages, etc.) or criminal liabilities from Party B shall be borne by Party B.

- 2.4.4 乙方应如实、主动向甲方申报其关联企业（关联企业是指公司控股股东、实际控制人、董事、监事、高级关联人员与其直接或间接控制的企业之间的关系），尤其是同属于甲方供应商的关联企业。乙方承诺关联企业不得同时参与甲方同一物料或服务的报价、议价或同一标段的招投标。（附表一）

Party B shall truthfully and actively report its affiliated enterprises to Party A (affiliated enterprises refer to the relationship between the controlling shareholders, actual controllers, directors, supervisors and senior affiliated personnel of the company

and the enterprises directly or indirectly controlled by them), especially the affiliated enterprises belonging to the suppliers of Party A. Party B promises that affiliated enterprises shall not participate in the quotation, negotiation or bidding of the same material or service of Party A at the same time (referred to Schedule I).

- 2.4.5 除双方事先书面约定或取得甲方书面同意外, 乙方承诺所交付之产品由乙方自行生产或装配。若乙方将甲方订单产品全部或部分转包给第三方生产, 或于所交付产品中混入第三方生产或装配之产品, 甲方可要求乙方退还对应货款或无条件更换所有第三方生产或装配之产品。

Unless both parties agree in writing in advance or obtain the written consent of Party A, Party B promises that the delivered products will be produced or assembled by Party B. If Party B subcontracts all or part of the products ordered by Party A to a third party for production, or mixes the products produced or assembled by a third party into the delivered products, Party A may require Party B to refund the corresponding payment or unconditionally replace all the products produced or assembled by a third party.

- 2.5 乙方发现任何第三方违反本准则或采用不正当手段贿赂甲方工作人员, 乙方应向甲方上级领导或有关部门举报。

If Party B finds that any third party violates the code or bribes Party A's staff by improper means, Party B shall report to Party A's superior leaders or relevant departments.

- 2.6 对于乙方的积极举报行为, 经查证属实的, 甲方或其关联公司将酌情给予乙方最高 5,000,000 (伍佰万元) 的奖励。

For Party B's positive reporting behavior, Party A will give Party B a maximum reward of 5000000 (five million yuan) at its discretion after verification.

- 2.7 乙方应该完全清楚明白, 其与甲方工作人员私下不正当的利益往来是违反双方合作基本原则的, 也是违反市场公平交易原则的, 甚至有可能违反国家强制性法律法规的, 该行为将会给甲乙双方造成不可估量的经济损失及名誉损失。当甲方发现乙方与其工作人员存在私下经济往来时, 乙方应该配合甲方进行调查, 甲方可酌情减少或免除乙方应承担违约金的金额。

Party B should fully understand that its private and improper interest exchanges with Party A's staff violate the basic principles of cooperation between both parties, the principle of fair market transactions, and may even violate national mandatory laws and regulations. This behavior will cause immeasurable economic losses and reputation losses to both parties. When Party A finds that Party B has private economic contacts with its staff, Party B shall cooperate with Party A in investigation, and Party A may reduce or exempt the amount of liquidated damages that Party B shall bear at its discretion.

#### 举报渠道:

Reporting channels

- (1) 通过欣旺达服务热线举报: 拨打 0755-23053561 或 18126270617, 电话接通后即可与审计负责人直接反映问题;

Reporting through the Sunwoda Service Hotline: Call 0755-23053561 or mobile phone#18126270617 and directly reflect the issue with the auditor after the phone is connected.

- (2) 通过电子邮件举报: jubao@sunwoda.com;

Reporting via e-mail: jubao@sunwoda.com

- (3) 通过公司官网举报: www.sunwoda.com/jubao;

Reporting through our company's official website: www.sunwoda.com/jubao; .

(4) 通过邮局快递书面举报：将书面举报信通过邮局寄至深圳市宝安区石岩街道石龙社区颐和路 2 号，欣旺达电子股份有限公司审计部负责人收，邮编 518108。

Reporting by post office express: post the letter of accusation to the head of Audit Department of Sunwoda Electronics Co., Ltd., and the address is No. 2 Yihe Road, Shilong Community, Shiyan Street, Baoan District, Shenzhen, 518108 by post office.

(5) 通过微信举报：添加微信号 18126270617 或扫描右方二维码添加举报受理人员。

Reporting via WeChat: add WeChat#18126270617 or scan the QR Code on the right to add the report acceptor.



### 3 反商业欺诈

#### Anti-Commercial Fraud

3.1 乙方保证提供给甲方的产品（包括但不限于产品的品名、型号、规格、品牌、单位等）与相应的报价单、送货单、发票、合同及采购订单上一致，不向甲方销售假冒产品、残次品、翻新品，以及以次充好、缺斤少两、包装少数、货不对板的商品。

Party B guarantees that the products (including, but not limited to, the product name, model, specification, brand, unit, etc.) provided to Party A are consistent with the corresponding quotations, delivery orders, invoices, contracts and purchase orders, and will not sell counterfeit products, defective products, refurbished products to Party A. Party B also guarantees that it will not commit following violations to Party A: selling seconds at best quality prices, short shipment and supplying not-the-right goods.

3.2 乙方业务往来人员（指乙方公司员工及乙方指派人员）承诺不发生有损甲方利益的违规行为。

Party B's personnel (referring to Party B's employees and Party B's designated personnel) promise not to commit any irregularities that would harm Party A's interests.

3.3 乙方不得在中标后无正当理由违标，包括但不限于以下情况：

Party B shall not violate the bid without reasonable reasons after winning the bid, including but not limited to the following circumstances

3.3.1 中标后无正当理由不与甲方签订采购合同；

Refuse to sign a procurement contract with Party A without justification after winning the bid.

3.3.2 未经甲方同意将中标项目转让给他人；

Transfer the winning project to others without Party A's consent.

3.3.3 拒绝履行合同义务。

Refusal to fulfil contractual obligations.

3.4 乙方保证不向甲方提供虚假票据，在提供服务时禁止虚增工时、费用等。

Party B guarantees not to provide false bills, false additional working hours, expenses to Party A.

3.5 乙方保证不向甲方提供、指派与合同要求不相符合的服务、人员等。

Party B guarantees that it will not provide services or assign personnel that are inconsistent with the requirements of the contract to Party A.

3.6 乙方保证在与甲方交易磋商、达成或履行过程中，提供之资质证明(含特许经营)、证照、企业及个人资料、产品名称、规格、质量、服务标准、票据、权证等资料均真实、准确且无遗漏、无误导，不存在虚假、欺瞒、伪造、变造等违背诚实信用的行为。

Party B guarantees that the qualification certificates (including franchising), licenses, enterprise and personal data, product names, specifications, quality, service standards, bills, warrants and other data provided during the negotiation, conclusion or performance of the transaction with Party A are true and accurate without omission and error, and there are no acts against honesty and credit such as falsehood, deception, forgery, alteration and so on.

3.7 乙方保证在任何时候不以任何方式参与围标、陪标、串标、哄抬价格等有损甲方利益的不正当行为。

Party B guarantees that they will not participate in bid encirclement, bid accompaniment, bid collusion, bid up prices and other improper acts detrimental to Party A's interests in any way at any time.

3.8 甲方发现乙方及其人员违反本准则 3.1-3.7 规定的, 甲方及其关联公司有权暂停支付乙方未付款项直至相关事项得到解决, 甲方及其关联公司因此而暂停支付款项的无须承担违约责任。

If Party A finds that Party B and its personnel violate the provisions of 3.1-3.7 of this code, Party A and its affiliates have the right to suspend the payment of the unpaid amount of Party B until the relevant matters are solved. If Party A and its affiliates suspend the payment for this reason, they shall not be liable for breach of contract.

3.9 甲方发现乙方及其人员违反本准则 3.1-3.7 规定, 甲方及其关联公司可要求乙方承担以下一种或几种违约责任:

If Party A finds that Party B and its personnel violate the provisions of 3.1-3.5 of Integrity part of this Code, Party A may require Party B to bear one or more of the following liabilities for breach of contract:

3.9.1 按情节严重程度向甲方支付不正当利益的 10 倍至 20 倍作为违约金, 甲方有权直接从甲方及其分子公司(含甲方控股公司)应付乙方货款中扣除前述违约金, 货款不足支付的, 在接到甲方书面通知后, 乙方须在一个月以内以支票或汇票的形式补给甲方。如乙方支付的违约金无法弥补给甲方造成的实际损失的, 乙方还应按照给甲方造成的实际损失向甲方补足赔偿。

Party B shall Pay 10 to 20 times of the illegitimate interests to Party A as liquidated damages according to the seriousness of the circumstances. Party A shall have the right to deduct the above liquidated damages directly from the payment to Party B's goods from Party A and its molecular companies (including Party A's holding company). If the payment is insufficient, Party B shall pay the above liquidated damages by cheque or bill of exchange within one month after receiving Party A's written notification. If the liquidated damages paid by Party B cannot compensate for the actual losses caused to Party A, Party B shall also compensate Party A for the actual losses caused to Party A.

3.9.2 甲方有权取消乙方的供货资格, 终止与乙方的采购业务合同, 并有权停止支付货款。

Party A has the right to cancel Party B's supply qualification, terminate the procurement contract with Party B, and stop paying for the goods.

## 二、社会责任

### Social Responsibility

本部分包含但不限于《SA8000 社会责任标准》及 RBA《责任商业联盟行为准则》中所有条款要求以及当地相关法律法规要求。

This section includes, but is not limited to, all requirements in SA8000 Social Responsibility Standard and RBA Code of Conduct for Responsible Business Alliances, and local relevant laws and



regulations.

## 1 禁止使用童工

### Prohibition of Child Labor

- 1.1 绝对禁止使用童工，坚决反对任何使用童工的行为，不与任何故意使用童工的供应商合作。招工时必须采取有效方法鉴别工人的真实年龄，确保工人入职时至少达到 16 周岁，防止因工人虚假年龄文件而误招童工。

It is absolutely forbidden to use child labor, firmly opposes any use of child labor, and does not cooperate with any supplier who intentionally uses child labor. Effective methods must be adopted to identify the real age of workers, ensure that workers are at least 16 years old when they enter the workforce, and prevent children from being mistakenly recruited due to workers' false age documents.

- 1.2 当发现有误招童工后，必须立即停止其工作，指定专人安排身体健康检查，查清原因，并通知当地劳动局。如果该童工身体健康，则经劳动局同意安排专人将其送到父母身边，乙方负责全部费用；如果需要治疗，则乙方应负担全部费用直至痊愈。必要时乙方提供适当的经济资助和其它资源，确保该童工完成法定义务教育。

When a child worker is found to have been recruited by mistake, must stop his work immediately, appoint a special person to arrange a physical examination, find out the reasons, and notify the local labor bureau. If the child worker is in good health, arrange for a special person to send him to his parents after the Labor Bureau agrees. The Party B is responsible for all the expenses. If treatment is needed, the Party B should bear all the expenses until recovery. When necessary, the Party B provides appropriate financial support and other resources to ensure that the child worker completes the compulsory legal education.

- 1.3 乙方须按照当地法规的要求，避免未成年工（年满 16 岁但未满 18）从事带有危险性的工作，其中包括：高体力劳动工作、夜间工作及接触化学或危险品的工作等。已经录用的未成年工由人事部登记在《未成年工登记表》中，并到乙方当地的劳动站备案。

The Party B shall, in accordance with local regulations, avoid underage workers (aged 16 but under 18) from engaging in hazardous work, including high-manual work, night work and work in contact with chemicals or dangerous goods. Minor workers who have been recruited should be registered in the "Minor Workers Registration Form" by the Ministry of Personnel and filed at local labor station.

- 1.4 无论工作地点内外，乙方不得将儿童或青少年工人置于对他们的身心健康和发展不安全或危险的环境中。

Party B shall not place children or adolescent workers in unsafe or dangerous environments both inside and outside the workplace for their physical and mental health and development.

## 2 禁止强迫和强制性劳动

### Prohibition of Forced and Compulsory Labor

- 2.1 尊重工人自由权利，包括雇佣自由，辞工自由，加班自由及行动自由等。不得使用强迫、抵押/抵债、契约束缚或非自愿的监狱劳工。禁止奴役和贩卖劳工，包括以剥削为目的，通过威胁、强迫、压制、诱拐或欺诈的手段来运输、窝藏、招聘、转让或接收非自愿人士。所有工作必须自愿，员工有权在完成标准的工作时间后离开工作场所，员工在给乙方合理通知期限后，可以自由终止聘用合约。

Respect workers' freedom rights, including freedom of employment, resignation, working overtime and action. No forced, mortgage/debt service, contractual bondage or involuntary

prison workers shall be committed. Slavery and trafficking in labor are prohibited, including the transport, harbouring, recruitment, transfer or reception of involuntary persons by means of threats, coercion, repression, abduction or fraud for the purpose of exploitation. All work must be voluntary. Employees have the right to leave the workplace after completing the standard working hours. Employees are free to terminate the employment contract after giving Party B reasonable notice period.

- 2.2 禁止采用任何限制劳动自由的行为以迫使员工在乙方连续工作，不得扣留工人的部分工资、福利、财产或证件，如扣押身份证件、护照、工作许可证、收取押金或抵押物、扣押工人工资、使用监视或监听器、强迫搜身、限制工人出入工厂等。同时，要求为乙方提供劳工的相关方也执行此项要求。

It is forbidden to adopt any restrictions on labor freedom in order to force employees to work continuously in Party B. No part of wages, benefits, property or documents of workers, such as seizure of identity documents, passports, work permits, collection of deposits or collateral, seizure of workers' wages, use of surveillance or monitors, forced body searches or restrictions on workers, restricting works going in and out of factories, etc. shall be withheld. At the same time, the relevant party that requests to provide labor for Party B also shall implements this requirement.

### 3 学生工

#### Student worker

- 3.1 当使用学生工时需按照当地法律法规的要求与学生及学生所在教育机构签订三方协议；并对预选学校进行尽职调查及持续审查，确保其遵循适用的法律法规；

When employ student worker, a tripartite agreement must be signed with the student and the student's educational institution in accordance with the requirements of local laws and regulations. And shall conduct due diligence and ongoing investigation of pre-selected schools to ensure compliance with applicable laws and regulations.

- 3.2 如学生工属于未成年工应依照公司未成年工管理要求进行管理；学生工工作时间不得与教育机构就读时间冲突；

If student workers are underage workers, they should be managed in accordance with the company's management requirements for underage workers; the working hours of student workers must not conflict with the hours of study in educational institutions.

- 3.3 学生工工作时间须遵守当地法律法规关于工作时间的限制；学生工工资水平不得低于当地最低工资；

The working hours of student workers must comply with local laws and regulations regarding working hours. The wage level of student workers shall not be lower than the local minimum wage.

- 3.4 供应商不得从学生工资中扣减教育费用及工作安排费用；

Suppliers are not allowed to deduct education and work placement fees from student wages.

### 4 健康与安全

#### Environment and Security

- 4.1 提供并维护安全卫生的厂房、机器设备及劳动条件，并为员工提供工作场所的健康与安全信息及指示(包括但不限于机械、电器、化学、火灾和物理性危害)。

Provide and maintain safe and hygienic workshops, machinery and equipment and working conditions, and provide health and safety information and instructions for employees in the workplace (including but not limited to mechanical, electrical, chemical, fire and physical

hazards).

- 4.2 聘请安全卫生专业人士负责安全卫生工作，定期安排检查，识别、评估和控制员工在乙方活动可能遇到的潜在安全危险和健康危害（如化学、生物、物理、机械、电器和其他能源、火灾、爆炸、车辆、强体力型工作及坠落危险），减少潜在的危险因素，预防意外事故。

Employ safety and health professionals to take charge of safety and health work, arrange regular inspections, identify, assess and control potential safety hazards and health hazards (such as chemical, biological, physical, mechanical, electrical and other energy, fire, explosion, vehicle, physical work and falling hazards) that employees may encounter in Party B's activities, and reduce potential risk factors to prevent accidents

- 4.3 定期安排安全培训，包括入职培训和调职培训，以及对在发生事故岗位的员工进行培训，确保员工安全地使用机器和工作。为员工提供适当的、保养良好的个人防护用品以及关于可能导致的安全与卫生风险的教育资料。

Arrange safety training regularly, including new employee orientation training and transfer-position training, as well as training for employees in accident positions to ensure the safe use of machinery and work. Provide employees with appropriate and well-maintained personal protective equipment and educational materials on possible safety and health risks.

- 4.4 识别并评估潜在的紧急情形和紧急事件，定期安排急救、灭火和疏散逃生演习。

Identify and assess potential emergencies and arrange first aid, fire fighting and evacuation drills regularly.

- 4.5 建立合适的事故报告和调查制度，鼓励工人报告事故和不安全因素；员工因工作时受伤，乙方提供急救并协助工人获得后续的治疗，帮助员工重返工作；对工伤和疾病案例进行分类和记录，采取纠正措施以消除其事故源头。

Establish an appropriate accident reporting and investigation system to encourage workers to report accidents and unsafe factors; Party B provides first aid and assists workers to get follow-up treatment for injuries at work to help them return to work; classify and record cases of industrial injuries and diseases, and take corrective measures to eliminate the source of accidents.

- 4.6 提供基本的生活福利设施，提供清洁的饮水以及卫生的食品配制、存储和用餐设施。

Provide basic living and welfare facilities, clean drinking water and sanitary food preparation, storage and dining facilities.

- 4.7 采取适当的措施，避免让孕妇/哺乳期妇女接触高危工作环境，消除或降低工作场所带给孕妇/哺乳期妇女健康与安全方面的风险（包括与其工作任务相关的风险）。

Take appropriate measures to avoid exposure of pregnant/lactating women to high-risk work environments and to eliminate or reduce the risks to health and safety of pregnant/lactating women in the workplace (including those related to their work tasks).

- 4.8 所有人员有权利离开即将发生的严重危险的区域，即使未经乙方准许。

All personnel shall have the right to leave the area that imminent serious danger will occur, even without the permission of Party B.

- 4.9 乙方禁止任何媒体危机和严重的群体性事件，包括非正常死亡（自杀、他杀、坠楼、猝死等）、集体劳资纠纷或罢工、群体性打架斗殴、集体中毒或其他群死群伤事件。

Party B prohibits any media crisis and serious mass incidents, including abnormal deaths (suicide, homicide, falling from a building, sudden death, etc.), collective labor disputes or strikes, mass fights, collective poisoning or other mass deaths and injuries.

## 5 保障结社自由及集体谈判权利

### Guarantee of Freedom of Association and Right to Collective Bargaining

- 5.1 所有人员有权自建、参加和组织工会，并代表他们自己和乙方进行集体谈判。乙方尊重员工的这项权利，并切实告知员工可以自由加入所选择的组织，员工不会因此而有任何不良后果或受到乙方的报复。在结社自由和集体谈判权利受法律限制时，乙方允许工人自由选择自己的工人代表。乙方保证参加工人组织的人员及工人代表不会因为工会成员或参与工会活动而歧视、骚扰、胁迫或报复，员工代表可在工作地点与其所代表的员工保持接触。乙方不会以任何方式介入这种工人组织或集体谈判的建立、运行或管理。All personnel have the right to self-establish, participate in and organize trade unions, and conduct collective bargaining on behalf of themselves with Party B. Party B respects this right of employees and informs them that they are free to join the organization they choose and that employees will not suffer any adverse consequences or retaliation from Party B. When the freedom of association and the right to collective bargaining are restricted by law, Party B allows workers to freely choose their own workers' representatives. Party B guarantees that employees and workers' representatives participating in workers' organizations will not be discriminated, harassed, coerced or retaliated against being trade union members or their participation in trade union activities. Employees' representatives may maintain contact with the employees they represent at the workplace. Party B will not intervene in the establishment, operation or management of such workers' organizations or collective bargaining in any way.
- 5.2 乙方应保证工人能够在不用担心报复、威胁或骚扰的情况下，公开地就工作条件和管理问题与管理层沟通。乙方应建立并维持申诉和投诉程序，调查和处理员工的意见和投诉，并将结果通报给工人代表。Party B shall ensure that workers can communicate openly with management on working conditions and management issues without fear of retaliation, threats or harassment from Party B. Party B shall establish and maintain appeal and complaint procedures, investigate and handle employees' opinions and complaints, and inform workers' representatives of the results.
- 5.3 甲方不参与、不容忍、也不受益于在未获得当地人和土著人自由、预先、知情的同意的土地上开采资源，包括持有法定所有权、租赁权、特许权或许可证的开采商。甲方不参与、不容忍、也不受益于当地人和土著人的文化和遗产未受尊重和保护，或损害当地人传统文化的开采作业。Party A will not participate in, tolerate, or benefit from resource extraction on lands where the free, prior, and informed consent of local and indigenous peoples has not been obtained, including by extractors holding legal titles, leases, concessions, or licenses. Party A will not participate in, tolerate, or benefit from extractive operations where the culture and heritage of local and indigenous peoples are not respected and protected, or where the traditional culture of local peoples is compromised.

## 6 禁止歧视

### Prohibition of Discrimination

- 6.1 禁止一切形式的歧视行为。在制订和执行有关招聘、工资、福利、培训、升职、解雇或退休等的要求时，坚持公平、平等的原则。不得因员工的种族、民族、肤色、年龄、性别、性取向、国籍、宗教信仰、政治派别、怀孕、婚姻状况、残疾、社团成员资格等方面的不同而采取歧视行为，不干涉员工在上述方面的信条、规范和特定的权利。另外，不得强迫工人或准工人接受带有歧视性的医学检查，比如乙肝检查等。All forms of discrimination are prohibited. In formulating and implementing requirements for recruitment, wages, benefits, training, promotion, dismissal or retirement, we should adhere to the principle of fairness and equality. No discriminatory action shall be taken because of

the differences in race, nation, skin colour, age, gender, sexual orientation, nationality, religious belief, political affiliation, pregnancy, marital status, disability, and membership of associations. No interference shall be made in the beliefs, norms and specific rights of employees in the above-mentioned areas. In addition, workers or expectant workers should not be forced to undergo discriminatory medical examinations, such as hepatitis B examinations.

6.2 禁止任何形式的歧视女工（特别是对怀孕女工），以及要求员工做怀孕或童贞测试。

Prohibit any form of discrimination against women workers (especially pregnant women workers) and requiring employees to take pregnancy or virginity tests is also forbade.

6.3 禁止任何形式的性骚扰、胁迫、威胁、凌辱或剥削以及精神或身体强迫性质的行为，包括姿势、语言和身体的接触。

All forms of sexual harassment, coercion, threats, abuse or exploitation and acts of a mental or physical compulsion, including gesture, language and physical contact, are prohibited.

6.4 建立申诉和投诉机制；发现有歧视行为，可以直接向工人代表、更高层经理甚至总经理投诉；乙方应安排没有利益冲突的人员查清事实，及时采取纠正行动。

Establish appeal and complaint mechanism, and if discrimination is found, complaints can be made directly to workers' representatives, senior managers and even general managers; Party B should arrange personnel without conflicts of interest to ascertain the facts and take timely corrective action.

## 7 惩戒性措施

### Disciplinary Practices

7.1 乙方应对所有人员予以尊严和尊重，乙方不实施或容忍任何形式的性骚扰、性虐待、体罚、精神或肉体胁迫以及言语侮辱（包括威胁、恐吓），不得以粗暴、非人道的方式对待员工。乙方应清楚制定支持这些要求的纪律政策和规程，并传达给员工。

Party B shall give dignity and respect to all personnel. Party B shall not carry out or tolerate any form of sexual harassment, sexual abuse, corporal punishment, mental or physical coercion and verbal insults (including threats and intimidation) and shall not treat employees in a crude and inhuman manner. Party B shall clearly understand the disciplinary policies and procedures in support of these requirements and communicate to its employees.

7.2 乙方应根据国家法规合理制订惩罚性措施，旨在警示、教育和帮助违反劳动纪律的工人，但不允许对员工采取直接的经济处罚，如扣取员工工资等。

Party B shall reasonably formulate punitive measures in accordance with national laws and regulations to warn, educate and help workers who violate labor discipline, but shall not allow direct economic punishment to employees, such as deduction of employees' wages.

## 8 工作时间

### Working Hours

8.1 乙方遵守适用法律有关工作时间和公共假期的规定。周工作时间不超过当地法律规定的最大限度。除非是紧急或异常情况，一周的工作时间包括加班在内不超过 60 小时，每周七天应当允许工人至少休息一天。

Party B shall abide by the provisions of applicable laws concerning working hours and public holidays. Weekly working hours should not exceed the maximum prescribed by local law. Except emergency or abnormal circumstances, the weekly working hours shall not exceed 60 hours, including overtime. Workers shall be allowed one day's rest within a week at least.

- 8.2 任何加班工作必须在员工自愿和符合法律的情况下进行，同时所有加班工作都可得到法定要求的工资。  
Any overtime must be voluntary and in accordance with the law, and all overtime can be paid legally.
- 8.3 严格控制未成年工加班，不得安排怀孕7个月以上的孕妇上夜班，控制孕妇加班时间，禁止强迫工人加班。  
Overtime of minor workers shall be under strict control; asking women over 7 months of pregnancy to work at night is forbade; overtime hours of pregnant women should be controllable; Forcing workers to work overtime is prohibited.

## 9 报酬

### Remuneration

- 9.1 乙方保证在一个标准工作周内所付工资至少达到法定或行业最低工资标准并满足员工基本需要，以及提供一些可随意支配的收入。  
Party B guarantees that the wages paid for a standard working week will at least meet the statutory or industry minimum wage standards and meet the basic needs of employees, as well as provide some discretionary income.
- 9.2 不得克扣工人工资，不得采用扣减工资的方式惩罚工人，除非符合以下条件：  
Neither deduction of workers' wages nor punishing workers by deduction of their wages shall be allowed, except the following conditions:
- 9.2.1 这种出于惩戒扣减工资得到国家法律许可；  
This wage deduction for punishment is permitted by the state law.
- 9.2.2 获得自由集体谈判的同意。  
Have acquired the consent of free collective bargaining.
- 9.3 乙方在每个支薪期向员工清楚详细地定期以书面形式列明工资、待遇构成。保证工资、待遇与所有适用法律完全相符，工资以法定货币支付或者通过银行帐户支付。工资应支付给工人本人，除非工人书面授权他人代领。  
Party B clearly and regularly specifies the composition of wages and benefits to employees in written form during each pay period, and guarantee that wages and benefits are in full conformity with all applicable laws and that wages are paid in legal tender or through bank accounts. Wages shall be paid to the worker himself unless the worker authorizes others to collect them in writing.
- 9.4 所有加班均按照法律规定支付加班费，及时通过工资条将工资支付凭据发放给工人。  
All overtime work shall be paid in accordance with the law, and the corresponding pay slips also issued to the workers in time.
- 9.5 乙方保证不采取纯劳务合同安排，连续的短期合约和/或虚假的学徒工制度以规避涉及劳动和社会保障条例的适用法律所规定的对员工应尽的义务。  
Party B guarantees not to adopt pure labor contract arrangements, continuous short-term contracts and/or false apprenticeship systems to circumvent the obligations to employees by applicable laws relating to labor and social security regulations

## 10 环境责任

### Environmental Responsibility

- 10.1 环境许可与报告：乙方所有生产经营活动须取得、维护并更新所有必需的环境许可证（如排放监控）、批准文书和登记证，并且遵循其操作和报告要求。

Environmental permit and report: Party B shall obtain, maintain and update all necessary environmental permits (such as emission monitoring), approval documents and registration certificates for all production and operating activities, and comply with its operation and reporting requirements.

- 10.2 预防污染和节约资源: 乙方应当采取适当措施(如增加污染控制设备, 改进生产、维护和设施流程等)从源头上降低或消除污染物的排放、释放以及废弃物的产生; 乙方应当采取措施(如改进生产、维护和设备工艺, 使用替代性材料, 重复利用、保护资源、回收利用的策略等等)有节制地使用自然资源, 包括水、化石燃料、矿产和原始森林木材。

Preventing pollution and saving resources: Party B should take appropriate measures (such as increasing pollution control equipment, improving production, maintenance and facility processes) to reduce or eliminate pollutant emissions, releases and waste generation from the source; Party B should take measures (such as improving production, maintenance and equipment processes, using alternative materials, implementing strategies of reuse, conservation, and recycling, etc.) for constrained use of natural resources, including water, fossil fuels, minerals and primitive forest timber.

- 10.3 材料限制: 乙方应遵守有关在产品中以及制造过程中禁用或限用某些特定物质(包括回收和处置标志)的相关法律、法规和经乙方同意接受的客户要求。

Material Restriction: Party B shall abide by relevant laws, regulations and customer requirements agreed to and accepted by Party B concerning the prohibition or restriction of certain specific substances (including recycling and disposal marks) in products and manufacturing processes.

- 10.4 有害物质: 乙方应识别、标记和管理会对人类或环境造成危险的化学品及其他材料, 确保其得到安全处理、移动、储存、使用、回收或再利用和处置。

Hazardous Substances: Party B shall identify, mark and manage chemicals and other materials that pose risks to human beings or the environment to ensure their safe handling, movement, storage, use, recycling or reuse and disposal.

- 10.5 固体废弃物: 乙方应采用系统方法识别、管理、减少、负责任地处置或回收固体废弃物(无害废弃物)。
- Solid waste: Party B shall identify, manage, reduce and recover solid waste (harmless waste) responsibly and systematically.

- 10.6 水资源管理: 乙方应实施水资源管理计划, 以记录、分类和监测水资源及其使用和排放情况, 寻求保护水资源以及控制污染渠道。所有废水在排放或处置前, 需按要求对其进行分类、监测、控制和处理。乙方应对其废水处理和控制系统的运行状况进行常规监控, 以确保最佳性能和合规性。

Water resources management: Party B shall implement a water resources management plan to record, classify and monitor water resources, their use and discharge, and seek to protect water resources and control pollution channels. All wastewater should be classified, monitored, controlled and treated as required before discharge or disposal. Party B also shall routinely monitor the operation of its wastewater treatment and control system to ensure the best performance and compliance.

- 10.7 废气排放: 乙方对于其生产经营过程中产生的挥发性有机化学物质、喷雾、腐蚀性物质、悬浮粒子、破坏臭氧层的化学物质及燃烧副产品在排放之前应按要求进行分类、常规监测、控制和处理并对其空气排放物控制系统的运行状况进行常规监控。

Exhaust emission: Party B shall classify, routinely monitor, control and handle the volatile organic chemicals, spray, corrosive substances, suspended particulates, ozone-damaging chemicals and combustion by-products in the course of their production and operation before

discharge. The operation of its air emission control system also should be routinely monitored.

- 10.8 能源消耗和温室气体排放: 乙方应在工厂和/或乙方跟踪和记录能源消耗以及所有相关的 1 类和 2 类温室气体的排放情况, 还应探索开发有成本效益的方法以提高能源效率, 最大程度地减少能源消耗与温室气体排放。

Energy consumption and greenhouse gas emission: Party B shall track and record energy consumption and all related greenhouse gases of Class 1 and 2 emission at the factory and/or Party B level, and explore cost-effective ways to improve energy efficiency and minimize energy consumption and greenhouse gas emission.

## 11 道德规范

### Code of Ethics

- 11.1 诚信经营: 乙方所有的商业活动应遵循最高的诚信标准。禁止任何形式的贿赂、贪污、敲诈勒索和挪用公款等行为, 建立监控及投诉举报程序及方式确保符合廉洁经营的要求(包括承诺、提供、给予或接受任何贿赂物品等不当行为)。

Honesty management: All business activities of Party B should follow the highest standards of integrity. Bribery, embezzlement, extortion and embezzlement of public funds in any form are prohibited. Monitoring and complaint reporting procedures and methods shall be established to ensure compliance with the requirements of honest operation (including reporting any misconduct, such as promising, provision, giving or accepting any bribery, etc.)

- 11.2 无不正当收益: 乙方不得提供或接受贿赂或其他形式的不正当收益, 乙方的海外办事处应遵循海外反腐败法及本道德规范的要求。

No Improper Advantage: Party B shall not provide or accept bribes or other forms of improper income. Party B's overseas offices shall comply with the requirements of the Overseas Anti-Corruption Law and this code of ethics.

- 11.3 信息公开: 乙方依照适用的法规和主要的行业惯例公开有关商业活动、劳工、健康与安全、环境实践、财务状况、组织架构等信息。

Information disclosure: Party B shall publicize information on business activities, labor, health and safety, environmental practices, financial situation and organizational structure in accordance with applicable regulations and major industry practices.

- 11.4 知识产权: 乙方应尊重知识产权。在转让技术和经验知识时应妥善保护知识产权, 并且应保护客户和供应商的信息安全。

Intellectual property rights: Party B should respect intellectual property rights. Intellectual property rights should be properly protected in the transfer of technology and empirical knowledge, and information security of customers and suppliers should be protected.

- 11.5 公平交易、广告和竞争: 乙方应当制定公平交易、广告和竞争的标准。

Fair trade, advertising and competition: Party B shall set standards for fair trade, advertising and competition.

- 11.6 身份保密及隐私: 乙方应建立程序保护供应商和员工检举者, 并为其做好保密措施。乙方应制定相应的沟通反馈流程, 保证员工及供应商等能提出任何问题, 但不需担心遭到打击报复。乙方应对有业务往来的所有人士(包括供应商、客户及员工等)的个人信息保密。收集、存储、处理、传输和共享个人信息时, 乙方应遵守与隐私和信息有关的法规。



Identity confidentiality and privacy protection: Party B shall establish procedures to protect whistleblowers from suppliers and employee and take good confidentiality measures for them. Party B shall formulate corresponding communication and feedback procedures to ensure that employees and suppliers can raise any questions without fear of retaliation. Party B shall keep confidential the personal information of all persons (including suppliers, customers and employees) who have business with Party B. Party B shall abide by laws and regulations relating to privacy and information during collecting, storing, processing, transmitting and sharing personal information.

- 11.7 负责的矿物采购: 乙方应承诺合理确保他们制造的产品中的钽、锡、钨和黄金不会直接或间接地为刚果民主共和国或周边国家/地区内践踏人权的武装组织提供资金或使他们得益。乙方对这些矿物的来源和产销监管链实施尽职审查, 在客户要求时提供相关的审查措施及进行相应的不使用冲突地区矿产的承诺。此项要求同时需要传达给下级供应商遵守和执行。

Responsible mineral purchase: Party B shall undertake to ensure that the Ta, Sn, Tungsten and Gold in the products they manufacture will not directly or indirectly provide funds or benefit to armed organizations that violate human rights in the Democratic Republic of the Congo or its surrounding countries/regions. Party B carries out due diligence on the origin of these minerals and the chain of production and marketing supervision, provides relevant review measures and undertakes corresponding commitments not to use minerals in conflict areas when required by customers. This requirement should also be communicated to tier-2 suppliers.

## 12 管理体系

### Management System

- 12.1 乙方应以工人所用语言制定书面的社会责任、环境责任和劳动条件规章制度, 经高层管理层批准, 并把这个规章制度 (CSR 要求) 展示在乙方显著地方 (车间、由组织租赁和承包的宿舍和其他地方), 这个规章制度应清楚地包括以下内容:

Party B shall formulate written rules and regulations on social responsibility, environmental responsibility and working conditions in the language of the workers, which shall be approved by the senior management, and shall display the rules and regulations (CSR requirements) in prominent areas of Party B (workshops, dormitories leased and contracted by the organization and other places). These rules and regulations shall clearly include the following:

- 12.1.1 覆盖《SA8000 社会责任标准》及 RBA《责任商业联盟行为准则》中所有条款要求;

Covering all requirements in SA8000 Social Responsibility Standard and RBA Code of Conduct for Responsible Business Alliances.

- 12.1.2 遵守国家相关法律、乙方签署的合同、条约以及尊重国际条例及其解释。

Compliance with relevant national laws, contracts and treaties signed by Party B and respect for international regulations and their interpretation

- 12.2 乙方应该形成政策和程序来实施上述 CSR 要求。

Party B shall formulate policies and procedures to implement the above CSR requirements.

- 12.3 这些政策和程序应该是通过使用的语种有效并易懂的传递给全体人员。这些沟通信息还应清晰地分享给客户、供应商和分包商。

These policies and procedures should be communicated effectively and easily to all personnel in the language they are used. Such communication information should also be clearly shared

with customers, suppliers and subcontractors.

- 12.4 乙方应该保存适当的记录,以显示与 CSR 要求的符合一致性和实施情况,包括 CSR 要求中对管理体系要求。相关的记录应该被保存,并以书面或口头形式传达给 CSR 员工代表(们)。

Party B shall keep appropriate records to show compliance with CSR requirements and implementation, including management system requirements in CSR requirements. Relevant records should be kept and communicated to CSR staff representatives in written or oral form.

- 12.5 乙方应该定期的对政策声明、政策、程序和绩效结果进行管理评审,以便持续改进。

Party B shall regularly review policy statements, policies, procedures and performance results for continuous improvement.

- 12.6 依据要求,乙方应该通过有效的方法和形式向利益相关方公开其政策声明。

According to the requirements, Party B should publicize its policy statement to stakeholders through effective methods and forms.

- 12.7 社会绩效小组

Social performance group

- 12.7.1 乙方应该成立社会绩效小组来实施所有的 11.1 提及的要求。这个小组应该包括的代表:

Party B shall set up a social performance team to implement all the requirements mentioned in 11.1. Representatives that this group should include:

- a. CSR 工人代表(们);  
CSR Worker Representative(s)
- b. 管理层;  
Management;

CSR 的合规责任仅由最高管理者承担。

CSR's compliance responsibilities are assumed only by top management.

- 12.7.2 在有工会的乙方,如果工人代表被选入社会绩效小组那么他们应被视作工会的代表。如果工会没有选派代表或乙方没有工会,工人可以自由选举一个或多个 CSR 工人代表达到上述目的。但是决不能认为工人代表就是工会。

If there is a trade union in Party B, and workers' representatives are selected into the social performance group, they should be regarded as representatives of the trade union. If the trade union has no representative or Party B has no trade union, the workers can freely elect one or more CSR workers' representatives to achieve the above purpose. But workers' representatives must not be regarded as trade union.

- 12.8 识别和评价风险

Risk identification and evaluation

- 12.8.1 社会绩效小组应定期进行书面风险评估对实际的或潜在的不符合 CSR 要求的方面进行识别并按优先顺序处理,并应向最高管理者建议处理这些风险的行动。处理行动应根据风险的大小缓急分先后处理,对于无法解决的可以延期。

The Social Performance Team shall regularly conduct written risk assessments to identify and prioritize actual or potential non-compliance with CSR requirements, and shall recommend actions to top management to address these risks. Processing action should be divided according to the degree and priority of the risk, which can be delayed if the problem can't be solved currently.

- 12.8.2 社会绩效小组依据他们获得的数据和收集的技术数据进行评审,并与相关利益方沟通。

The Social Performance Team evaluates and communicates with stakeholders based on the data they obtain and the technical data they collect.

12.9 监视

Monitoring

12.9.1 社会绩效小组应该持续监测厂区活动，为了：

The purposes of Social Performance Team continuously monitoring plant activities are:

a. 符合 CSR 要求；

Compliance with CSR requirements

b. 实施有效的措施处理社会绩效小组识别出来的风险；

Implementing effective measures to deal with risks identified by social performance teams

c. 体系能有效地实施以满足乙方的政策和 CSR 要求。

The system can be effectively implemented to meet Party B's policies and CSR requirements.

12.9.2 社会绩效小组应该协助常规的内部审核并对绩效和采取措施满足 CSR 要求向高级管理人员提出报告，包括纠正和预防措施记录。

The Social Performance Team should assist in routine internal audits and report to senior management on performance and measures taken to meet CSR requirements, including records of corrective and preventive actions.

12.9.3 社会绩效小组应该定期举行会议评审过程并指出为了标准更有效实施的潜在措施。

The Social Performance Group should meet regularly to review the process and identify potential measures for more effective implementation of the standards.

12.10 内部参与和沟通：乙方应该证实全员能够有效地理解 CSR 要求，并通过日常沟通定期传达 CSR 要求。  
Internal participation and communication: Party B should confirm that all staff can effectively understand CSR requirements and regularly pass on CSR requirements through daily communication.

12.11 投诉管理和处理

Complaint management and handling

12.11.1 乙方应该建立书面的投诉程序，这个程序对要评论、建议、报告或投诉关于厂区和/或与 CSR 要求不符合的人员和利益相关方来说应该是保密的、公正的、没有报复性的、易懂的并可轻易获得的。

Party B shall establish a written complaint procedure which shall be confidential, impartial, non-retaliatory, understandable and easily accessible to persons and stakeholders who wish to comment, recommend, report or complain about the plant area and/or those who do not comply with CSR requirements.

12.11.2 乙方应有建立程序对涉及到工作场所和/或不符合 CSR 要求或它的实施政策和程序进行调查、跟进和沟通。这些结果应直率地告知给所有员工，并根据要求，提供给利益相关方。  
Party B shall establish procedures to investigate, follow up and communicate with those involved in the workplace and/or the failure of meeting CSR requirements or its implementation policies and procedures. These results should be communicated directly to all employees and, as required, to stakeholders.

12.11.3 乙方不应该处罚、解雇或歧视那些对厂区和/或与 CSR 要求不符合提出投诉的人员和利益相关方。

Party B shall not punish, dismiss or discriminate against persons and stakeholders who lodge complaints against factories and/or that do not meet CSR requirements.

- 12.12 外部审核和利益相关方参与  
External audit and stakeholder participation
- 12.12.1 告知的和未告知的外部审核,乙方都应该全力配合审核员来确定一些问题的频次和严重程度。  
Party B shall cooperate fully with the auditors to determine the frequency and severity of some problems in the external audits that have been notified in advance or not.
- 12.12.2 为了持续满足 CSR 要求,乙方应该参与利益相关方的经营。  
In order to continuously meet the requirements of CSR, Party B should participate in the operation of stakeholders.
- 12.13 纠正和预防措施  
Corrective and preventive measures
- 12.13.1 乙方应该构建政策和程序来快速实施纠正和预防措施,还应为实施措施提供足够的资源。社会绩效小组确保这些措施有效地实施。  
Party B should establish policies and procedures to implement corrective and preventive measures quickly, and provide adequate resources for the implementation of measures. The Social Performance Team ensures that these measures are effectively implemented.
- 12.13.2 社会绩效小组应该保存记录,包括时间节点、清单、CSR 的不符合、不符合产生的原因、实施的纠正和预防措施及实施结果。  
The social performance team should keep records of, including time nodes, lists, CSR non-conformities, causes of non-conformities, corrective and preventive measures implemented and implementation results.
- 12.14 培训和能力建设:为了有效地实施 CSR 要求,依据风险评价结果,乙方应该制定一个全员培训计划。乙方应该定期测量培训的有效性,并记录培训的类型和频次。  
Training and capacity building: In order to effectively implement CSR requirements, Party B should formulate a full-staff training plan based on the results of risk assessment, regularly measure the effectiveness of training and record the type and frequency of training.
- 12.15 供应商和承包商的管理:乙方应该对它的供应商/分包商,私人职业介绍所和下级供应商与 CSR 要求的一致性进行符合性调查;在选择新的供应商/分包商,私人职业介绍所和下级供应商同样要与 CSR 要求的一致性进行符合性调查。乙方为满足这一要求的进行的最低要求活动应当记录并且应包括:  
Management of suppliers and contractors: Party B shall conduct conformity surveys with CSR requirements for its suppliers/subcontractors, private employment agencies and tier 2 suppliers. Party B shall also conduct conformity surveys with CSR requirements private employment agencies and tier 2 suppliers even in selecting new suppliers/subcontractors. Party B's minimum-requirement activities to meet this requirement shall be recorded and shall include:
- 12.15.1 与供应商/分包商,私人职业介绍所和下级供应商的最高领导者有效地沟通 CSR 要求;  
Communicate CSR requirements effectively with top management of suppliers/subcontractors, private employment agencies and tier 2 suppliers;
- 12.15.2 评价供应商/分包商,私人职业介绍所和下级供应商与标准不符合的重大风险;  
Evaluate major risks of suppliers/subcontractors, private employment agencies and

subordinate suppliers that do not conform to standards.

- 12.15.3 做出合理的努力来确定供应商/分包商，私人职业介绍所和下级供应商能够恰当的处理这些重大风险或乙方通过自身的能力和资源影响他们来恰当的处理这些重大风险；

Make reasonable efforts to identify that suppliers/subcontractors, private employment agencies and subordinate suppliers to properly can handle these major risks ,or ensure Party B can properly handle these major risks through its own influence of capabilities and resources.

- 12.15.4 建立对供应商/分包商，私人职业介绍所和下级供应商的监视活动和绩效跟踪，确保重大风险得到有效处理。

Monitor activities and track performance of suppliers/subcontractors, private employment agencies and subordinate suppliers to ensure that significant risks could be effectively addressed.

### 三、安全

#### Security

- 1 不得带火种进入甲方区域。一经发现在甲方厂区内吸烟或其它影响甲方安全行为，甲方保安人员有权对违反人员进行处罚，轻者予以警告及进行大于 500 元人民币罚款，重者将移交有关行政单位处理。乙方出现 2 次在甲方厂区内抽烟，甲方将无条件取消合作并停止支付货款，一切责任由乙方自行承担。

No fire shall be brought into Party A's area. Once smoking or other acts affecting Party A's safety are found in Party A's factory, Party A's security personnel have the right to punish the violators, warn those with minor circumstances and impose a fine of more than 500 yuan, and the ones with serious circumstances will be handed over to the relevant administrative units for treatment. If Party B's personnel are founded smoking twice in the factory of Party A, Party A will unconditionally cancel the cooperation and stop paying for the goods, and Party B will assume all responsibilities on its own.

- 2 禁止在公司办公室和厂房及其周围等任何禁止吸烟的区域吸烟（包括茶水间、厕所等区域）。

Smoking is prohibited in any non-smoking areas (including tea rooms, toilets, etc.) such as offices, plants and their surrounding areas.

- 3 对于携带进入甲方的电芯，需要保证电芯安全存放，放置在电芯专用托盘中，最上层需要用空托盘盖上并封装好。

For the cells brought into Party A, Party B need to ensure that they are stored safely and placed in the special pallet, and the top layer needs to be covered with empty pallet and packed well.

- 4 对于大量运输进入甲方的电芯，需要确保运输不能超负荷，并随时观察运输电芯是否有异味、发热等情况发生，如有异常，及时报告处理。

For large quantities of cells transported to Party A, it is necessary to ensure that they can not be overloaded, and also observed whether there is odor or fever during transportation at any time. If there is any abnormality, Party B shall report and deal with it in time.

- 5 对于不良电芯，严禁随意丢弃，需要用绝缘胶纸贴住极耳，防止电芯短路引起火灾或爆炸事故。

For bad cells, it is strictly forbidden to discard them at will. It is necessary to stick

insulating tape to the ears to prevent fire or explosion accidents caused by short circuit of cells.

- 6 禁止在甲方任意区域随意搭接电线，有需要时按照接待人员安排。

It is forbidden to wire at will in any area of Party A, but necessary demand can be arranged by the reception staff.

- 7 使用操作甲方设备仪器时，严格按照操作规则进行，防止安全隐患发生。

When using the equipment and instruments of Party A, the operation rules shall be strictly followed to prevent potential safety hazards from occurring.

- 8 严格佩戴甲方保安处发放的入厂证明，严格遵守甲方规章制度，禁止在甲方公司随意走动，禁止在没有甲方人员带领下出入甲方规定的禁止出入场所。

Party B should strictly wear the factory entry certificate issued by Party A's security department, strictly abide by Party A's rules and regulations. Walking around the company at will, entering and leaving the prohibited places stipulated by Party A without Party A's personnel are prohibited.

- 9 对于跟随供应商进入甲方的人员同样需要遵守本规定，并由签订人员负责相关人员的行为。

Personnel who follow the supplier into Party A shall also abide by these regulations, and the signatory shall be responsible for the conduct of the relevant personnel.

- 10 当发生火灾事故时，听从指挥，有效及时进行抢救和逃生。

When a fire accident occurs, obey the command, rescue and escape effectively and timely.

- 11 未经甲方许可，乙方人员不得私自带走属于甲方的财产。若经查实，甲方视情况的严重性对乙方处于至少 5 万元人民币罚款。

Party B's personnel shall not take away the property belonging to Party A without permission of Party A. If verified, Party A shall impose a fine of at least 50000 yuan on Party B according to the seriousness of the situation.

#### 四、来访

##### Visit

##### 1 来访预约

###### Visit appointment

来访者必须提前 1 天与甲方采购人员进行来访预约，并自行在预约系统 (<http://yuyue.sunwoda.com>) 进行登记，说明来访时间、来访目的、来访人数和名单、需要接洽的人员等讯息。经过甲方采购接洽人员审核后，采购将来访人员公司名称和人数等讯息提供于甲方保安登记处，以便保安查验。为方便甲方采购安排接待，来访者到访甲方前，提前与甲方采购电话联络具体来访情况。

Visitors must make a visit appointment with Party A's purchasing personnel one day in advance and register in the reservation platform (<http://yuyue.sunwoda.com>) with the visiting time, purpose, number and list of visitors, and the persons to be contacted. After being confirmed by the procurement contacts of Party A, information about the company name and number of future visitors will be provided

to the Security registry of Party A for security inspection. In order to facilitate Party A's procurement arrangements for reception, visitors should call Party A's procurement advance before visiting.

## 2 来访登记

### Visit registration

来访者到达甲方保安处时,需先说明是否有预约,如有预约直接在保安处登记(包含随身携带电脑类重要物品),保安人员进行登记确认并发放识别卡,来访者必须将识别卡佩戴于胸前;同时,保安通知接洽人员到保安室,由接洽人员将来访者带领到公司接待室。如没有人员到保安室接待,来访者应在甲方前台接待区域等待,禁止进入甲方办公区域、仓库及生产车间。如来访者无提前预约,甲方保安拒绝来访者进入厂区。

When the visitor arrives at the security office of Party A, he should first state whether there is an appointment. If there is an appointment registered directly in the security office (including important items such as computers with him), the security personnel will confirm the registration and issue the identification card. The visitor must wear the identification card on his chest. At the same time, the security personnel will notify the contact window to come to the security room for reception. Then the contact person leads the visitor to the company reception room. If there is no person to approach, visitors should wait in the reception area of Party A's front desk, and shall not enter into Party A's office area, warehouse and production workshop. If the visitor does not make an appointment in advance, the security guard of Party A will refuse the visitor to enter the factory.

## 3 走访区域

### Visiting area

严禁外来人员未经允许进入甲方办公区域、仓库及生产车间,禁止携带手机进入仓库及 IQC 区域,禁止在仓库及 IQC 拍照,每次进入仓库及 IQC 登记进出的时间,并携带身份证或者办理带照片的驻厂工牌,如有违反将对接洽人员和来访公司予以警示并通告。如确有需要到甲方以上场所处理洽公业务,需在来访预约中说明,经过甲方权责人员审批后,必须在采购人员亲自陪同和带领下进行走访,而且来访者只能在规定范围内活动。It is strictly forbidden for visitors to enter Party A's office area, warehouse and production workshop without permission. Mobile phones are forbidden to take into warehouse and IQC area. Photographs are forbidden in warehouse and IQC area. Every time visitors enter warehouse and IQC to register for entry and exit, they should bring their ID cards or the resident work card with photo. If violating the regulation, visitors and the contact personnel will be warned and reported. If there is any need to go to the places above to handle business, it should be stated in the visit appointment that after approval by Party A's authoritative and responsible personnel, the procurement personnel must accompany and lead the visit in person, and the visitors can only operate within the prescribed scope.

4 甲方因为厂区管理规定变更、突发事件等因素变更导致来访规则发生变更的,以实时通知为准。

If Party A changes the visiting rules due to changes in the plant management regulations, emergencies and other factors, the real-time notice shall prevail.

## 四、变更管理

### Change Management

乙方出现以下资料变更的现象，应及时知会甲方，如未及时知会导致发票不能抵扣、付款异常等问题由责任方承担因此造成的一切损失：

Party B should inform Party A in time of the following information changes. If Party B fails to do it, the responsible party shall bear all losses caused by such problems as non-deductible invoices, abnormal payment, etc.

a. 乙方名称、地址、电话、传真、E-mail、网址、负责人、联系人变更。

Change of Party B's name, address, telephone, fax, E-mail, website, person in charge and contact person.

b. 乙方概况，如资本额、成立日期、占地面积、营业额、银行讯息（包含银行账号及应收款的转让）变更。

Change of Party B's profile, such as capital, date of establishment, floor space, turnover, bank information (including transfer of bank accounts and receivables)

c. 人力资源状况

Human resources situation.

d. 主要产品及原材料：

Major products and raw materials.

e. 其他必要资料及事项，如：工商执照、税务登记、法人证书、组织架构、工程文件等须提供副本。

Need to provide copies of other changed necessary information and matters, such as business license, tax registration, legal person certificate, organizational structure, engineering documents, etc.

## 五、其它条款

### Other Provisions

1 本准则自甲乙双方盖章后生效，并具有永久性法律效力，若已发生业务关系，后补签本准则，其效力将追溯至双方实际发生业务关系之日，若乙方已发生行为存在于本准则不一致的，应该及时书面通知甲方，以便甲方对可能发生风险作出防控措施。本准则一式两份，乙方保存一份，甲方保存一份，共同遵守执行。

This Code shall come into force after stamping by both parties, and shall have permanent legal effect. If the signature of this Code is after the actual business between Party A and Party B, its effect shall be traced back to the date when the actual business relationship between the two parties takes place. This Code is in duplicate. Party B holds one copy, and Party A two copies and abide by it jointly.

2 甲乙双方同意本准则适用中华人民共和国法律及相关国际法律、规范，排除准据法适用，甲乙双方本着平等合作的态度和原则协商解决本准则在执行过程中出现的争议。如协商不成的，应提交甲方所在地有管辖权的人民法院诉讼解决。

Both parties agree that the laws of the People's Republic of China and relevant international laws and regulations shall be applied to this Code. Both parties shall negotiate and settle disputes arising from the implementation of the Code in accordance with the attitude and principle of equal cooperation. If the negotiation fails, it shall be submitted to the people's court with jurisdiction where Party A is located for litigation settlement.

3 如双方签署的其他合同、协议与本准则条款约定不一致，则以签订时间在后的为准，除非双方另有书面约定。

If other contracts and agreements signed by both parties are inconsistent with the provisions of these Standards, it is subject to the more stringent terms and conditions required to Party B unless



otherwise agreed in writing by both parties.

4 本准则中英文版本产生异议的，则以中文版本内容为准。

Where any objection arises from the Chinese and English versions of this Code, it is up to the Chinese version.

甲方/Party A:

签约人/Signatory:

日期/Date:     年/Y     月/M     日/D

乙方/Party B:

签约人/Signatory:

日期/Date:     年/Y     月/M     日/D

保存部门: 总裁办

保存期限: 永久

附表 1

Attached List 1

**供应商主动申报表**  
**Supplier Declaration Form**

一、员工关联关系

Employee incidence relation

1、**在职员工及近亲属：**甲方及其关联公司在职员工及其近亲属设立、参股申报企业，或任职、兼职于申报企业的，申报人如实申报如下，如无请填写「无」：

Employees and their close relatives: if the employees of Party A and its affiliated companies and their close relatives establish or participate in the reporting enterprise, or hold a post or part-time job in the reporting enterprise, the declarant shall truthfully report as follows. If not, please fill in "None"

类别 Category	在职员工 Employee		在职员工近亲属 Close relatives of employee		员工与近亲属 关系 Relationship between employees and close relatives	在申报人处 服务的部门 /职务 Department / position served at the applicant
	姓名 Name	联系电话 Phone Number	姓名 Name	联系电话 Phone Number		
设立、参股 Establishment、 equity participation						
任职、兼职 Post、part-time job						

2、**离职员工及近亲属：**甲方及其关联公司离职员工及其近亲属设立、参股申报企业，或任职、兼职于申报企业的，申报人如实申报如下，如无请填写「无」：

Resigned employees and their close relatives: if the resigned employees of Party A and its affiliated companies and their close relatives establish or participate in the reporting enterprise, or hold a post or part-time job in the reporting enterprise, the declarant shall truthfully report as follows. If not, please fill in "None"

类别 Category	离职员工 Resigned Employee		离职员工近亲属 Close relatives of resigned employee		员工与近亲属 关系 Relationship between resigned employees and close relatives	在申报人处 服务的部门 /职务 Department / position served at the applicant
	姓名 Name	联系电话 Phone Number	姓名 Name	联系电话 Phone Number		
设立、参股 Establishment、 equity participation						
任职、兼职 Post、part-time job						

【注】“近亲属”系指配偶、父母、子女、兄弟姐妹、祖父母、外祖父母、孙子女、外孙子女等。

Remark: "Close relatives" refer to spouses, parents, children, brothers and sisters, grandparents, maternal grandparents, grandchildren, grandchildren, etc.

## 二、 实际控制人及董监高

Actual controller and directors, supervisors and senior executives

申报企业如实向甲方申报其实际控制人、股东、董事、监事、高级管理人员讯息如下：

The information of the actual controller, shareholders, directors, supervisors and senior managers of the reporting enterprise to Party A is as follows:

类别 Category	个人姓名或法人名称 Name of individual or legal person	是否与甲方存在员工关联关系 Whether there is an employee incidence relation with Party A
实际控制人 Actual Controller		
股东 Shareholder		
董事 Director		
监事 Supervisor		
高级管理人员 Senior Manager		

## 三、 关联企业

Affiliated Enterprises

申报企业如实向甲方及其关联公司司申报其关联企业如下，如无请填写「无」：

The reporting enterprise truthfully reports its affiliated enterprises to Party A and its affiliated companies as follows. If not, please fill in "None":

编号 Number	关联企业法人名称 Name of Affiliated enterprise legal person	是否为甲方供应商 Whether it is the supplier of Party A
1		
2		
3		
4		

供应商名称（盖公章）：

Supplier Name (Seal)

授权申报代表：

Authorized declaration representative

申报日期：

Date of declaration