

平安电工矿产供应链负责任采购政策

Pamica Responsible Minerals Procurement Policy

认识到在“受冲突影响和高风险区域”从事矿产资源开采、交易、处理、出口存在可能造成重大不利影响的风险，并认识到我们有尊重人权、不助长冲突和不对环境和社会产生不利影响的义务，平安电工承诺采纳并广泛传播《经济合作与发展组织关于来自受冲突影响和高风险区域的矿石的负责任供应链尽职调查指南》以及《欧盟电池与废电池法规》相关内容，并将其纳入到与供应商签订的合同和协议之中。这一政策为矿产供应链全过程涉及冲突敏感的采购活动以及供应商提高风险意识提供参考。我们承诺不从事任何会为冲突提供资助的活动，承诺遵守联合国相关制裁决议，或者在适用情况下，遵守执行此类决议的国内法律。本政策涵盖的物料类型包括：云母及包含云母的物料，适用于湖北平安电工科技股份有限公司及其集团分子公司，云母供应链供应商。

Recognizing the significant risks associated with mineral resource extraction, trade, processing, and export activities in Conflict-Affected and High-Risk Areas (CAHRAs), and acknowledging our obligation to respect human rights, avoid fueling conflicts, and prevent adverse environmental and social impacts, Pamica commits to adopting and disseminating the following frameworks: OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas and EU Battery and Waste Battery Regulation. This policy is integrated into supplier contracts and agreements, serving as a reference for conflict-sensitive procurement practices and enhancing supplier risk awareness across the mineral supply chain.

第一章 与人权有关的风险和风险缓解策略

Chapter I Risks Related to Human Rights and Risk Mitigation Strategies

第一条 与矿产开采、运输、或贸易有关的严重侵权行为的风险

Article 1 Risks of Serious Human Rights Violations Related to Mineral Extraction, Transportation, or Trade

在受冲突影响和高风险区域开展采购或经营活动时，我们既不会容忍也不会以任何方式获利、帮助、协助或便利任何一方实施。

When conducting procurement or business operations in conflict-affected and high-risk areas, we will neither tolerate nor in any way benefit from, assist, facilitate or enable any party to commit the following serious human rights violations:

1. 任何形式的酷刑，残忍、不人道和有辱人格的待遇；
1. Any form of torture, cruel, inhuman or degrading treatment;
2. 任何形式的强迫或强制劳动。强迫或强制劳动是指以惩罚作为威胁榨取的任何个人的、并非该人自愿提供的劳动或服务；
2. Any form of forced or compulsory labor. Forced or compulsory labor refers to any labor or service provided by an individual under the threat of punishment and not voluntarily offered by that individual;
3. 最恶劣形式的童工；
3. The worst forms of child labor;
4. 其他严重侵犯和践踏人权的行爲，如普遍的性暴力行爲；
4. Other serious human rights violations, such as widespread sexual violence;
5. 战争罪或其他严重违反国际人道主义法的行爲，反人类罪或种族灭绝罪。
5. War crimes or other serious violations of international humanitarian law, crimes against humanity or genocide.

第二条 关于童工的风险

Article2 Risks Related to Child Labor

在受冲突影响和高风险区域开展采购或经营活动时，我们将不会雇佣、获利于、协助或为低于东道国法律或法规规定的最低工作年龄的儿童就业而提供便利或跟其采购或与其有关联。如果东道国没有相关的法律或法规规定，最低工作年龄为 16 周岁。

When conducting procurement or business operations in conflict-affected and high-risk areas, we will not employ, benefit from, assist or facilitate the employment of children under the minimum working age stipulated by the laws or regulations of the host country, nor will we purchase from or be associated with such individuals. If the host country has no relevant laws or regulations, the minimum working age is 16 years old.

第三条 与人权有关的风险缓解策略

Article3 Human rights-related risk mitigation strategies

如果我们有合理理由认为该风险存在，即上游供应商正从实施上述严重侵权行为，或者雇佣童工的任何一方进行采购或与该方有关联，我们将立即中止或终止与该供应商的合作。

If we have reasonable grounds to believe that there is a risk that an upstream supplier is sourcing from, or is associated with, any of the parties that commit the serious violations described above, or employ child labor, we will immediately suspend or terminate our relationship with that supplier.

第二章 与冲突有关的风险和风险缓解策略

Chapter II conflict-related risks and risk mitigation strategies

第四条 关于直接或间接支持非国家武装团体的风险

Article4 Deals with the risk of direct or indirect support to non-State armed groups

我们不会容忍任何通过矿产开采、运输、贸易、处理或出口为非国家武装团体提供直接或间接的支持。通过矿产开采、运输、贸易、处理或出口为非国家武装团体提供“直接或间接的支持”包括且不限于从非国家、武装团体或其关联方购买矿产，向其进行付款，或以其他方式为其提供后勤支援或设备等。

We will not tolerate any direct or indirect support to non-State armed groups through mineral extraction, transportation, trade, processing or export. Providing "direct or indirect support" to non-State armed groups through mineral extraction, transportation, trade, processing or export includes, but is not limited to, the purchase of minerals from, payment for, or otherwise provision of logistical support or equipment to non-State, armed groups or their affiliates.

这些武装团体或关联方可能存在如下侵权行为：

These armed groups or their affiliates may have committed the following violations:

1. 非法控制矿址，或以其他方式控制运输路线、矿产交易点以及供应链上游行为主体；

1. Illegally controlling mine sites, or otherwise controlling transportation routes, mineral trading points, and upstream actors in the supply chain;

2. 在矿址入口、运输路线沿线或矿产交易点非法征税或者勒索钱财或矿产；并/或

2. Illegally collecting taxes or extorting money or minerals at the entrance to a mine site, along a transport route or at a point of exchange for minerals; And/or

3. 对中间商、出口企业、或国际贸易商非法征税或勒索。

3. Illegal taxation or extortion of middlemen, export enterprises, or international traders.

第五条 直接或间接支持非国家武装团体的风险缓解策略

Article5 Risk mitigation strategies that directly or indirectly support non-State armed groups

如果我们有理由认为，上游供应商从向非国家武装团体提供直接或间接支持的任何一方进行采购或与之存在关系，我们将立即中止或终止与该供应商的合作。

If we have reason to believe that an upstream supplier procured from or has a relationship with any party providing direct or indirect support to a non-state armed group, we will immediately suspend or terminate our cooperation with that supplier.

第六条 关于公共或私人安全武装的风险

Article6 Concerns the risk of public or private security armament

我们杜绝向非法控制矿址、运输路线以及供应链上游行为主体，在矿址入口、运输路线沿线或矿产交易点非法征税或索要钱财或矿产，或者向中间商、出口企业或国际贸易商非法征税或进行勒索的公共或私人安全武装提供直接或间接支持。

We do not provide direct or indirect support to public or private security forces that illegally control mine sites, transport routes and upstream actors in the supply chain, illegally collect taxes or demand money or minerals at the entrance to mine sites, along transport routes or at mineral trading points, or illegally tax or extort money from middlemen, exporters or international traders.

我们认可，矿址及/或其周边地区以及/或运输道路沿线的公共或私人安全武装的作用仅是维护法治，包括保障人权、保护矿工、设备和设施安全、保护矿址或运输路线以使合法的开采和贸易不受干扰。

We acknowledge that the role of public or private security forces at mine sites and/or their surrounding areas and/or along transport roads is solely to uphold the rule of law, including the

protection of human rights, the protection of miners, equipment and facilities, and the protection of mine sites or transport routes so that legitimate mining and trade are not interfered with.

在我们或我们供应链上的任何企业与公共或私人安全武装签订合约的情况下，我们承诺或将规定，这类安全武装需被公认的处理公共或私人安全武装的国际标准和指导性文件所认可。尤其是，我们将会支持或采取措施运用筛查政策，确保已知的实施过严重侵犯人权行为的个人或安全武装单位不被录用。

In the event that we or any company in our supply chain contracts with public or private security forces, we undertake or will require that such security forces be recognized by recognized international standards and guidance documents dealing with public or private security forces. In particular, we will support or take steps to apply screening policies to ensure that individuals or security forces known to have committed serious human rights violations are not recruited.

我们将支持或采取措施与中央或地方政府、国际组织和民间社会组织开展合作，共同为如何提高公共安全武装安保费用的透明度、相称性和问责性找到可行的解决方案。

We will support or take steps to work with central or local governments, international organizations and civil society organizations to find practical solutions to improve transparency, proportionality and accountability of armed security costs for public safety.

我们将支持或采取措施与当地政府、国际组织和民间社会组织开展互动，避免或最大限度地降低公共或私人安全武装驻扎在矿址给弱势群体带来的负面影响，尤其是对手工采矿矿工的负面影响。

We will support or take measures to engage with local governments, international organizations and civil society organizations to avoid or minimize the negative impact of the presence of public or private security forces at mine sites on vulnerable groups, in particular artisanal miners.

第七条 关于公共或私人安全武装的风险缓解策略

Article7 Risk mitigation strategies for public or private security forces

如果我们有合理理由认为供应链中存在上述风险，将根据企业在供应链上所处的具体位置，立即制定、采用和实施上游供应商及其他利益相关方风险管理计划，从而使该风险得到遏制或降低。如果风险管理计划实施六个月未起作用，我们将暂时中止或终止与上游供应商的合作。

If we have reasonable grounds to believe that such a risk exists in the supply chain, we will immediately develop, adopt and implement an upstream supplier and other stakeholder risk management plan based on the specific position of the enterprise in the supply chain to contain or reduce that risk. If the risk management plan does not work for six months, we will temporarily suspend or terminate our cooperation with upstream suppliers.

第三章 与治理有关的风险和风险缓解策略

Chapter III Risk related to governance and risk mitigation strategies

第八条 关于行贿受贿及矿产原产地的欺诈性失实陈述风险

Article8 Bribery and the risk of fraudulent misrepresentation of the origin of minerals

我们不会提出、承诺、进行或索要任何贿赂，并且抵制诱惑，不会为了掩盖或伪造矿产原产地，虚报矿产开采、贸易、处理、运输、出口等活动应向政府缴纳的税收、费用和特许开采费而行贿。

We will not offer, promise, offer or demand any bribes and will resist the temptation to offer bribes in order to conceal or falsify the origin of minerals and to misstate taxes, fees and royalties payable to governments for mining, trading, processing, transportation and export of minerals.

第九条 关于洗钱的风险

Article9 On the risk of money laundering

如果我们有理由认为，存在因开采、贸易、处理、运输或出口在矿址入口、运输路线沿线、或上游供应商矿产交易地进行非法征税或勒索而得的矿产所引起或与之相关的洗钱风险，我们将支持或采取措施，为有效消除洗钱行为做出贡献。

Where we have reason to believe that there is a risk of money laundering arising from, or associated with, the extraction, trade, handling, transportation or export of minerals obtained through illegal taxation or extortion at the entrance to the mine site, along the transport route, or where the minerals are traded by upstream suppliers, we will support or take measures that contribute to the effective elimination of money laundering.

第十条 关于向政府支付的税收、费用及特许费的风险

Article10 Deals with the risks of taxes, fees and royalties paid to the government

我们将确保向政府支付所有与受冲突影响和高风险区域矿石开采、贸易、出口相关的合法税收、费用和特许费，并且承诺根据企业在供应链上所处位置依照所在国关于向政府部门缴纳的税费信息公开的要求对此类支付进行披露。

We will ensure that all legal taxes, fees and royalties related to the mining, trading and export of minerals from conflict-affected and high-risk areas are paid to governments, and commit to disclosing such payments in accordance with the host country's requirements for disclosure of taxes and fees paid to government authorities, based on the company's location in the supply chain.

第十一条 关于与治理有关的风险缓解策略

Article11 Risk mitigation strategies related to governance

根据企业在供应链上所处的具体位置，我们承诺与供应商、中央或地方政府机关、国际组织、民间社会以及受影响的第三方酌情进行合作，本着在合理的时间跨度内采取显著措施防范或降低有负面影响的的目的，对绩效进行改善或跟踪。风险降低措施未起作用的，我们将暂时中止或终止与上游供应商的合作。对采用风险管理计划后需要降低的风险，企业应额外进行风险评估。若风险管理计划六个月内未取得明显效果，行贿、受贿及对矿产产地进行欺诈性失实陈述、洗钱、以及向政府缴纳税款、费用、特许费等行为的风险未能得到遏制或降低的话，企业应暂时停止或中断与供应商的合作，时间至少是三个月，并在暂时中止合作的同时对风险管理计划进行修订，阐明贸易关系恢复之前改进工作所应达到的绩效目标。

Depending on the company's location in the supply chain, we commit to work with suppliers, central or local government authorities, international organizations, civil society and affected third parties, as appropriate, to improve or track performance with the aim of taking significant steps to prevent or mitigate the risk of negative impacts within a reasonable time frame. If risk mitigation measures do not work, we will temporarily suspend or terminate cooperation with upstream suppliers. Enterprises should conduct additional risk assessments for the risks that need to be reduced after adopting a risk management plan. If the risk management plan does not achieve obvious results within six months, and the risks of bribery, bribery, fraudulent misrepresentation of mineral areas, money laundering, and payment of taxes, fees, and royalties to the government

cannot be contained or reduced, the enterprise shall temporarily stop or discontinue cooperation with suppliers for at least three months. The risk management plan shall be revised while the cooperation is temporarily suspended, and the performance objectives to be achieved before the resumption of trade relations shall be set out.

第四章 与其他人权以及环境保护相关的风险和风险缓解策略

Chapter IV Risks and mitigation strategies related to other human rights and environmental protection

第十二条 关于职业健康和安全

Article12 Deals with occupational health and safety

在进行商业活动中，我们不会获利于、协助、便利于任何为其直接和/或间接雇员和/或在其生产现场的任何人员提供影响矿工、直接和间接雇员的身心健康的职业健康与安全环境的一方，或从该方处采购或与之存在关联。

In the conduct of our business activities, we will not benefit from, assist, facilitate, or procure from or be associated with any party that provides an occupational health and safety environment affecting the physical and mental health of miners, direct and indirect employees and/or anyone on its production site.

第十三条 关于歧视

Article13 On discrimination

在进行商业活动中，我们不会与任何存在歧视行为的供应商进行合作，包括基于性别、种族、宗教、年龄、残疾或其他身份特征的歧视。我们不会从该类企业处采购或与之建立关联，确保我们的商业活动促进平等和包容。

In conducting business, we will not work with any supplier that discriminates, including on the basis of gender, race, religion, age, disability or other identity characteristics. We do not source from or associate with such companies, ensuring that our business activities promote equality and inclusion.

第十四条 关于自由结社

Article14 Freedom of association

在进行商业活动中，我们不会与任何限制员工自由结社权利的供应商进行合作，包括阻碍员工组织工会或参与集体谈判的行为。我们不会从该类企业处采购或与之建立关联，确保员工能够自由表达其利益和需求。

In conducting business, we will not work with any supplier that restricts employees' right to free association, including by preventing employees from organizing unions or engaging in collective bargaining. We do not source from or associate with such companies and ensure that employees are free to express their interests and needs.

第十五条 关于社区生活，包括土著居民的生活

Article15 On community life, including the life of indigenous peoples

在进行商业活动中，我们不会与任何对社区生活、特别是土著居民的权利和文化造成负面影响的供应商进行合作，包括侵犯其土地、资源或文化遗产的行为。我们不会从该类企业处采购或与之建立关联，确保尊重和保护社区的生活方式。

In our business activities, we will not work with any supplier that has a negative impact on the life of the community, particularly the rights and culture of indigenous people, including the violation of their land, resources or cultural heritage. We do not source from or associate with such businesses, ensuring that the community's way of life is respected and protected.

第十六条 关于环境保护

Article16 Environmental protection

在进行商业活动中，我们不会从任何对周围土壤、空气和水造成重大不利影响的行为中获利，也不会协助或便利任何严重违反当地相关法律法规的一方，或与其进行采购或建立关联。

In the conduct of our business activities, we will not profit from any conduct that has a material adverse impact on the surrounding soil, air and water, nor will we assist or facilitate the procurement or association of any party that is in serious violation of relevant local laws and regulations.

第十七条 风险缓解策略

Article17 Risk mitigation strategy

如果我们有合理理由认为供应链中存在上述风险，将立即制定、采用和实施上游供应商及其他利益相关方风险管理计划，从而使该风险得到遏制或降低。如果风险管理计划实施十二个月未起作用，我们将暂时中止或终止与上游供应商的合作，需暂时中止或终止与供应商的合作至少 3 个月。

If we have reasonable grounds to believe that such a risk exists in our supply chain, we will immediately develop, adopt and implement a risk management plan for upstream suppliers and other stakeholders to contain or reduce that risk. If the risk management plan does not work after 12 months of implementation, we will temporarily suspend or terminate our cooperation with upstream suppliers for a period of at least 3 months.

第五章 申诉渠道

Chapter V Appeals channels

任何内外部的利益相关方可就公司产品中涉及到的涵盖在本政策中的物料的开采、贸易、处理和出口过程中，存在的严重侵犯人权，助长冲突，治理，其他人权以及环境保护的问题提出意见、建议或申诉。

Any internal or external stakeholder may make comments, suggestions or complaints regarding serious violations of human rights, the promotion of conflict, governance, other human rights and environmental protection related to the mining, trade, handling and export of materials covered by this Policy in the Company's products.

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Seal:Pamica Technology Corporation

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