

# 负责任全球矿产供应链的尽责管理政策 & 供应商行为准则

## Due Diligence Policy for a Responsible Global Supply Chain of Mineral & Suppliers' Code of Conduct

Stand 2026 年 1 月  
Stand January 2026



## 负责任全球矿产供应链的尽责管理政策

### Due Diligence Policy for a Responsible Global Supply Chain of Mineral

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，中伟股份承诺采纳并广泛传播《中国矿产供应链尽责管理指南》《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》的相关内容，并将其纳入到与供应商签订的合同和协议之中。中伟股份承诺采用《中国矿产供应链尽责管理指南》的六步法框架以及《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》的五步法框架进行供应链尽职调查。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。中伟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。

中伟股份供应链尽责管理矿产种类：镍、钴、锰、锂

本政策适用于中伟新材料股份有限公司及其所有控股子公司。

Recognizing that risks of significant adverse impacts which may be associated with extracting, trading, handling and exporting minerals from high-risk areas, and recognizing that we have the responsibility to respect human rights and not contribute to adverse impacts to society, CNGR commits to adopt and widely disseminate the Chinese Due Diligence Guidelines for Responsible Mineral Supply Chains (Chinese Guidance), published by the China Chamber of Commerce of Metals, Minerals & Chemicals Importers & Exporters (CCCMC), and OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas, published by the OECD (OECD Guidance), incorporate it into its contracts and agreements with suppliers. CNGR is committed to conducting supply chain due diligence in accordance with the six-step framework of the Chinese Guidance and the five-step framework of the OECD Guidance. This policy provides a reference for conflict-sensitive procurement activities throughout the mineral supply chain. CNGR commits not to engage in any activity that would contribute to the conflict and to abide by relevant UN sanctions, Or, where applicable, comply with domestic laws implementing such resolutions.

The objective minerals of due diligence for CNGR:Nickle/Cobalt/Manganese/Lithium.

This Policy is applicable for CNGR Advanced Material Co.,LTD and all of its controlling subsidiaries.

与矿产开采、运输、或交易有关的严重侵权行为 ***Regarding serious abuses associated with the extraction, transport or trade of minerals:***

1. 在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于、帮助、协助或便利任何一方实施 While sourcing from, or operating in high-risk areas, we will neither tolerate nor by any means profit from, contribute to, assist with or facilitate the commission by any party of:
  - i. 最恶劣形式的童工（危害性工作是最恶劣形式童工中的一种）the worst forms of child labour (Hazardous work is one of the worst forms of child labour);
  - ii. 任何形式的酷刑、残暴、不人道和有辱人格的待遇； any forms of torture, cruel, inhuman and degrading treatment;
  - iii. 任何形式的强迫或强制劳动，即以惩罚相威胁，在他人非自愿的情况下迫使从事一切劳动或服务； any forms of forced or compulsory labour, which means work or service which is exacted from any person under the menace of penalty and for which said person has not offered himself voluntarily;
  - iv. 其他严重侵犯和践踏人权的的行为，如普遍的性暴力行为； other gross human rights violations and abuses such as widespread sexual violence;
  - v. 战争罪、反人类罪、种族灭绝罪或其他严重违反国际人道法的行为 war crimes or other serious violations of international humanitarian law, crimes against humanity or genocide.

对严重侵权行为的风险管理 ***Regarding risk management of serious abuses:***

2. 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第 1 条所规定的严重侵权行为的任何一方进行采购或与该方有关联，我们将立即中止或中断与该上游供应商的合作。 We will immediately suspend or discontinue engagement with upstream suppliers where we identify a reasonable risk that they are sourcing from, or linked to, any party committing serious abuses as defined in paragraph 1.

关于直接或间接支持非国家武装团体 ***Regarding direct or indirect support to non-state armed groups:***

3. 我们不会容忍任何通过矿产开采、运输、交易、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、交易、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，支付费用，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 the extraction, transport, trade, handling or export of minerals. “Direct or indirect support” to non-state armed groups through the extraction, transport, trade, handling or export of minerals includes, but is not limited to, procuring minerals from, making payments to or otherwise providing logistical assistance or equipment to, non-state armed groups or their affiliates who:
  - i. 非法控制矿区，或以其他方式对运输路线、矿产资源交易地、以及供应链的上游行为主体进行控制；并/或 illegally control mine sites or otherwise control transportation routes, points where minerals are traded and upstream actors in the supply chain; and/or illegally tax or extort money or minerals resources at points of access to mine sites, along transportation routes or at points where minerals are traded; and/or 在矿区入口、通往矿区沿线或矿产资源交易地非法征税或者勒索钱财或自然资源；并/或
  - ii. 对中间商、出口企业或国际贸易商非法征税或勒索。illegally tax or extort intermediaries, export companies or international traders.

**对向非国家武装团体提供直接或间接支持的风险管理 *Regarding risk management of direct or indirect support to non-state armed groups:***

4. 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，我们将立即中止或中断与该供应商的合作。We will immediately suspend or discontinue engagement with upstream suppliers where we identify a reasonable risk that they are sourcing from, or linked to, any party providing direct or indirect support to non-state armed groups .

**关于公共或私人安全武装 *Regarding public or private security forces:***

5. 我们杜绝向非法控制矿区、运输路线以及供应链上游参与方；在矿区入口、通往矿区的沿线或矿产资源交易点非法征税、勒索钱财或矿产资源；对中间商、出口企业或国际贸易商非法征税或勒索钱财的公共或私人安全武装提供直接或间接支持。We agree to eliminate, direct or indirect support to public or private security forces who illegally control mine sites, transportation routes and

upstream actors in the supply chain; illegally tax or extort money or minerals at point of access to mine sites, along transportation routes or at points where minerals are traded; or illegally tax or extort intermediaries, export companies or international traders.

6. 我们认可，矿区及/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、保护矿区或运输路线以使合法的开采和交易不受干扰。We recognize that the role of public or private security forces at the mine sites and/or surrounding areas and/or along transportation routes should be solely to maintain the rule of law, including safeguarding human rights, providing security to mine workers, equipment and facilities, and protecting the mine site or transportation routes from interference with legitimate extraction and trade.
7. 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了合约的情况下，我们承诺或者将规定，这类安全武装须和国际认可标准一致。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。Where we or any company in our supply chain contract public or private security forces, we commit to or we will require that such security forces will be engaged in accordance with internationally recognized standards. In particular, we will support or take steps, to adopt screening policies to ensure that individuals or units of security forces that are known to have been responsible for gross human rights abuses will not be hired.
8. 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 efforts, or take steps, to engage with central or local authorities, international organizations and civil society organizations to contribute to workable solutions on how transparency, proportionality and accountability in payments made to public security forces for the provision of security could be improved.
9. 我们将支持或采取措施与地方当局、国际组织和民间社会组织合作，以避免或尽量减少弱势群体，特别是通过手工或小规模采矿提取供应链中的矿物的手工采矿者因公共或私人安全部队在矿区的存在而受到不利影响。We will support efforts, or take steps, to engage with local authorities, international organizations and civil society organizations to avoid or minimize the exposure

of vulnerable groups, in particular, artisanal miners where minerals in the supply chain are extracted through artisanal or small-scale mining, to adverse impacts associated with the presence of security forces, public or private, on mine sites.

对公共或私人安全武装的风险管理 ***Regarding risk management of public or private security forces:***

10. 如果我们发现在一定程度上存在此类风险，将根据企业在供应链上所处的具体位置，立即与供应商和利益相关方一起制定、采用和实施风险管理计划，从而使第五段中所述的为公共或私人安全武装提供直接或间接支持的风险得到遏制或降低。如果风险管理计划实施六个月未奏效，我们将中止或中断与上游供应商的合作。我们发现在一定程度上有可能存在违背第 8 段和第 9 段行为的情况下，将采取同样的应对措施。In accordance with the specific position of the company in the supply chain, we will immediately devise, adopt and implement a risk management plan with upstream suppliers and other stakeholders to prevent or mitigate the risk of direct or indirect support to public or private security forces, as identified in paragraph 5, where we identify that such a reasonable risk exists. In such cases, we will suspend or discontinue engagement with upstream suppliers after failed attempts at mitigation within six months from the adoption of the risk management plan. Where we identify a reasonable risk of activities inconsistent with paragraphs 8 and 9, we will respond in the same vein.

关于行贿受贿及矿产原产地的欺诈性失实陈述：***Regarding bribery and fraudulent misrepresentation of the origin of minerals:***

11. 我们不会直接或间接地提出、承诺、给予或索要任何贿赂，并且抵制索贿，不会为了掩盖或伪造矿产资源原产地，虚报矿产资源开采、交易、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或不遵守相关国际反腐败标准和惯例。We will not offer directly or indirectly, promise, give or demand any bribes, and will resist the solicitation of bribes to conceal or disguise the origin of minerals, to misrepresent taxes, fees and royalties paid to governments for the purposes of mineral extraction, trade, handling, transport and export, or failing to follow relevant international standards and conventions for anti-corruption.

关于洗钱:**Regarding money laundering:**

12. 如果我们有理由认为，存在因开采、交易、处理、运输或出口在矿区入口、运输路线沿线、或上游供应商矿产资源交易地进行非法征税或勒索而得的矿产资源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。We will support efforts, or take steps, to contribute to the effective elimination of money laundering where we identify a reasonable risk of money-laundering resulting from, or connected to, the extraction, trade, handling, transport or export of minerals derived from the illegal taxation or extortion of minerals at points of access to mine sites, along transportation routes or at points where minerals are traded by upstream suppliers.

关于向政府支付的税收、费用及特许费:**Regarding the payment of taxes, fees and royalties due to governments:**

13. 我们将确保向政府支付所有高风险区域矿石开采、交易、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，对此类支付根据国际认可的透明度标准进行披露;We will ensure that all taxes, fees, and royalties related to mineral extraction, trade and export from high-risk areas are paid to governments and, in accordance with the company's position in the supply chain, we commit to disclose such payments in accordance with internationally recognized transparency standards.

对行贿受贿及矿产原产地的欺诈性失实陈述、洗钱及向政府支付的税收、费用、特许费的风险管理 **Regarding risk management of bribery and fraudulent misrepresentation of the origin of minerals, money-laundering and payment of taxes, fees and royalties to governments:**

14. 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风险之目的，对绩效进行改善或跟踪。风险降低措施实施六个月未奏效，我们将中止或中断与上游供应商的合作。In accordance with the specific position of the company in the supply chain, we commit to engage with suppliers, central or local governmental authorities, international organizations, civil society and affected third parties, as appropriate, to improve and track performance with a view to preventing or mitigating risks of adverse impacts through measurable steps taken in reasonable timescales. We will suspend or discontinue engagement with

upstream suppliers after failed attempts at mitigation of 6 months.

关于职业健康与安全 **Regarding occupational health and safety:**

15. 在高风险地区进行采购或生产时，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威胁到生命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。While sourcing from, or operating in high-risk areas, we will not profit from, assist with, or facilitate or source from, or be linked to, any party providing life threatening occupational health and safety conditions to direct and / or indirect employees and / or any person present on the party's operations.

关于职业健康与安全的风险管理：**Regarding risk management of occupational health and safety:**

16. 如果我们有合理理由认为上游供应商提供如 15 条中所定义的威胁到生命的职业健康和安全环境的任何一方采购或与之存在关联，我们将立即中止或中断与该供应商的合作。We will immediately suspend or discontinue engagement with upstream suppliers where we identify a reasonable risk that they are sourcing from, or linked to, any party providing life threatening occupational health and safety conditions as defined in paragraph 15.

关于童工 **Regarding child labour:**

17. 在高风险区域开展采购或开展经营活动时，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 岁。While sourcing from, or operating in high-risk areas, we will not employ, profit from, assist with, or facilitate, or source from, or be linked to, any party employing, profiting from, assisting with, or facilitating the employment of children under the minimum working age which is legally prescribed by the host country laws and regulations. If there is no relevant host country law or regulation, the minimum working age shall be 16 years.

关于童工的风险管理 **Regarding risk management of child labour:**

18. 如果我们有合理理由认为该风险存在，即上游供应商正从第 17 条所规定的任何

一方雇佣童工进行采购或与该方有关联，我们将立即中止或中断与该供应商的合作。  
We will immediately suspend or discontinue engagement with upstream suppliers where we identify a reasonable risk that they are sourcing from, or linked to, any party employing children as defined in paragraph 17.

关于环境保护 **Regarding Environmental Protection:**

19. 在高风险地区进行采购或生产时，我们不会获利于、协助、便利于任何给周围土壤、空气和水的状况造成重大不利影响，严重违反当地相关法律法规的一方或从该处采购或与之存在关联。我们将支持或采取措施定期评估、降低采矿对土壤、空气、水造成的不利影响。  
While sourcing from, or operating in high-risk areas, we will not profit from, assist with, or facilitate significant adverse impacts regarding ambient soil, air and water conditions, or source from or be linked to any party with gross violation of local laws and regulations. We will support or take actions to evaluate periodically to minimize the adverse impacts of extraction regarding soil, air and water.

关于土著居民权利 **Regarding the rights of indigenous peoples**

20. 我们不参与、不容忍、也不受益于在未获得当地人和土著人自由、事先和知情同意或在非法获得法定所有权、租赁权、特许权或许可证，或违反国内法的土地上开采资源 We do not participate in, tolerate, or profit from the exploitation of resources from land where the free, prior and informed consent of local and indigenous peoples has not been obtained, a legal title, lease, concession, or license has been obtained illegally, or national laws have been violated.

关于文化、遗产保护和法定保护区 **Regarding Culture, Heritage Protection and Legally Protected Areas:**

21. 我们不参与、不容忍、也不受益于从不尊重、不保护当地人和土著人文化和遗产，或损害当地人传统文化和遗产以及在法定保护区的采矿作业中开采或采购资源。We do not participate in, tolerate, or profit from extracting or sourcing resources from mining operations where the culture and heritage of local and indigenous peoples have not been respected and protected, or where traditional cultures and heritage of local peoples have been harmed.

关于土地征用与安置 **Regarding land expropriation and resettlement**

22. 在高风险地区进行采购或生产时，我们不会获利于、协助、便利于任何通过非法或未获

自由、事先和知情同意的方式征用土地，或未提供公平补偿及合理安置方案的一方，或从该方处采购或与之存在关联。While sourcing from or operating in high-risk areas, we will not profit from, assist with, facilitate, or source from, or be linked to any party that expropriates land illegally or without free, prior and informed consent, or fails to provide fair compensation and reasonable resettlement.

关于环境、土著居民权利、文化、遗产和法定保护区、土地征用与安置的风险管理 **Regarding Risk Management of Environment, rights of indigenous peoples, Culture, Heritage, and Legally Protected Areas, land expropriation and resettlement:**

23.如果我们有合理理由认为存在此类风险，我们将根据企业在供应链上所处的具体位置，立即与供应商及其他利益相关方一起制定、采用和实施风险管理计划，从而防范或降低侵害土地权利、引发重大不利环境影响或与当地文化遗产破坏相关的具体风险。风险降低措施未起作用的，我们将中

断或终止与上游供应商的合作。If we have proper reasons to believe that such a risk exists, we will immediately work with suppliers and other stakeholders to develop, adopt and implement risk management plans based on where the enterprise's specific position in the supply chain is. In order to prevent or mitigate the specific risks related to infringement of land rights, leading to significant adverse environmental impact or local cultural heritage damage. If the risk mitigation measures do not work, we will suspend or terminate our cooperation with upstream suppliers

政策传播 **Dissemination of the Policy:**

我们将本政策告知供应商，并要求供应商将此政策传达给其上游。The Company informs the supplier of this policy and asks the suppliers to communicate this policy to their upstream.

政策更新 **Policy update:**

我们每年度回顾并更新政策。We review and update our policies on an annual basis.

中伟新材料股份有限公司  
CNGR Advanced Material Co.,Ltd.

2026 年 1 月 1 日  
January., 1st, 2026

## 供应商行为准则

### Suppliers' Code of Conduct

中伟新材料股份有限公司及各控股子公司（以下简称“中伟”或“我们”）的公司愿景“成为全球领先的新能源材料科学公司”，企业使命是“材料至善 科技致伟”。The vision of CNGR Advanced Material Co., Ltd. and all of its controlling subsidiaries (hereafter “CNGR” or “we” or “us”) is “A Global Leading Innovator for Battery Materials and Solutions”. The mission of CNGR is “Materials to Perfection”.

中伟坚持可持续发展道路，将经济成功与环境保护和社会责任结合起来，从而满足我们的客户当前以及未来的社会需求。我们的目标是和供应商一起工作，以保证与此《供应商行为准则》条款的完全合规。并且，请供应商把这些条款应用到给你们提供产品和服务的供应商。对于中伟，我们将考虑把这些条款作为我们供应商筛选的一部分，我们也将积极地监管供应商的合规性。任何违反本准则的行为可能损害供应商与中伟之间的业务关系，甚至导致终止双方的业务关系。CNGR is committed to a sustainable development path that combines economic success with environmental protection and social responsibility to meet the current and future social needs of our customers. Our goal is to work with our suppliers to ensure full compliance with these items set in this *Suppliers' Code of Conduct*, as they in turn apply those to their own suppliers who provide goods and services to them. For CNGR, we will consider these items in our selection of suppliers and will actively monitor their compliance. Any violation of the Code of Conduct may damage the business relationships between suppliers and CNGR, and even lead to the termination of business relationship.

本准则借鉴国际公认的标准：

- (a) 联合国全球契约十项准则；
- (b) 联合国环境规划署产品社会声明周期评估准则；
- (c) 《生物多样性公约》，特别是第 COP VIII/28 号决定-关于涵盖生物多样性各个方面的影响评估的自愿性准则；
- (d) 联合国《巴黎协定》；
- (e) 国际劳工组织《工作中基本原则和权利宣言》中定义的八项国际劳工组织基本公约；
- (f) 国际劳工组织《工作中基本原则和权利宣言》

(g) 《国际人员法案》，包括《公民及政治权利国际公约》和《经济、社会及文化权利国际公约》。

(h) 《联合国工商企业与人权指导原则》

(i) 《经合组织跨国企业准则》

(j) 国际劳工组织《关于多国企业和社会政策的三方原则宣言》

(k) 经合组织《负责任商业行为尽责调查指南》

(l) 经合组织《受冲突影响和高风险区域的矿石的负责任供应链尽责调查指南》

(m) 《儿童权利公约》

(n) 最低工作年龄公约》

(o) 《联合国反腐败公约》

(p) 《负责任矿物保障流程供应链尽责调查+》

(q) 《欧盟电池法》

等，概述了中伟对供应商行为的期望和要求，以及劳工和人权、健康及安全、环境保护以及道德规范的负责任行为。

This Code of Conduct refers to internationally recognized standards:

(a) The Ten guidelines of the United Nations Global Compact;

(b) United Nations Environment Programme guidelines for the assessment of the cycle of social claims for products;

(c) The Convention on Biological Diversity, in particular decision COP VIII/28 - voluntary guidelines for impact assessments covering all aspects of biological diversity;

(d) The United Nations Paris Agreement;

(e) The eight basic conventions of the International Labour Organization, as defined in the Declaration on Fundamental Principles and Rights at Work;

(f) Declaration on Fundamental Principles and Rights at Work of the International Labour Organization

(g) The International Persons Bill, including the International Covenant on Civil and Political Rights and the International Covenant on Economic, Social and Cultural Rights.

(h) United Nations Guiding Principles on Business and Human Rights

(i) OECD Guidelines for Transnational Enterprises

(j) International Labour Organization Tripartite Declaration of Principles on Multinational Enterprises and Social Policies

(k) OECD Due Diligence Guidelines for Responsible Business Practices

- (l) OECD Due Diligence Guidelines for Responsible Supply Chains for Ores from conflict-affected and high-risk Regions
  - (m) Convention on the Rights of the Child
  - (n) Minimum Working Age Convention
  - (o) United Nations Convention against Corruption
  - (p) Responsible minerals assurance process Supply Chain Due Diligence Plus
  - (q) EU Batteries Regulation
- and etc. It summarizes the expectation and requirement of CNGR on its suppliers' behaviors and responsible behaviors including labor and human rights, health and safety, environment protection and ethics.

## 第一章：劳工和人权

### Provision 1: Labor and Human Rights

1、禁止童工：供应商雇佣员工必须符合当地法律规定的最低法定年龄。符合法律、法规规定，在合法工作场所的学徒计划是允许的。

1. No Child Labor: the employee hired by the supplier shall meet the minimal age required by the local laws and regulations. Apprenticeship programs at legal workplace conforming to laws and regulations are allowed.

2、强迫或强制劳动：供应商不可以用任何形式的强迫或强制劳动（包括但不限于契约（含债务契约）或契约奴役劳动、非自愿或剥削性监狱劳动、奴役或人口贩运。）。禁止通过威胁、暴力、胁迫、诱拐或欺诈手段运送、藏匿、招募、转移或接收人员从事劳动或服务。除公司提供的设施（如适用，包括工人宿舍或生活区）的合理进出限制外，不得对工人在设施内的行动自有施加不合理限制。作为招聘流程的一部分，必须向所有工人提供一份用其母语或工人能够理解的语言书写的书面雇佣协议，其中应包含对雇佣条款和条件的说明。外籍移民工人在离开原籍国之前应收到雇佣协议，除非为符合法律规定并提供同等或更优条件，否则在抵达接收国后不得对雇佣协议进行任何替换或更改。所有工作都应是自愿性质的，工人有权在任何时间自由离职或终止雇佣关系，只要提前给与合理通知，且这一规定应在给工人的合同中明确说明。供应商须保存相关文件以证明上述情况。

雇主、代理不得扣留或以其他方式损毁、隐匿、或没收身份或移民文件，例如政府颁发的身份证、护照或工作许可证。

工人不应被要求向雇主的代理支付招聘费用或其他相关费用。如果发现工人支付了此类费用，应将费用退还给工人。

2. Forced or Involuntary Labor: Forced or Compulsory Labor

Suppliers shall not use any form of forced or compulsory labor, including but not limited to debt bondage (including bonded labor), involuntary or exploitative prison labor, slavery, or human trafficking. The transportation, harboring, recruitment, transfer, or receipt of persons for labor or services by means of threat, violence, coercion, abduction, or fraud is prohibited. Other than reasonable restrictions on entry to and exit from facilities provided by the company (including, where applicable, worker dormitories or living quarters), workers shall not be subject to unreasonable restrictions on their freedom of movement within the facility.

As part of the recruitment process, all workers must be provided with a written employment agreement in their native language or a language they understand, which includes an explanation of the terms and conditions of employment. Foreign migrant workers shall receive the employment agreement before leaving their country of origin. Unless required by law and provided that equal or better conditions are offered, the employment agreement shall not be replaced or changed upon arrival in the receiving country.

All work shall be voluntary, and workers shall have the right to freely resign or terminate their employment at any time, provided that reasonable notice is given. This right shall be clearly stated in the employment contract provided to the worker. Suppliers must maintain documentation to demonstrate compliance with the above.

Employers and agents shall not withhold or otherwise destroy, conceal, or confiscate identity or immigration documents, such as government-issued identification cards, passports, or work permits.

Workers shall not be required to pay recruitment fees or other related fees to the employer's agent. If it is discovered that a worker has paid such fees, the fees shall be refunded to the worker.

3、人道待遇： 供应商应该给与所有员工尊严与尊重。 供应商不得参与或容忍对员工采取体罚、精神或肉体胁迫以及言语侮辱的行为， 不允许以粗暴、非人道的方式对待员工。

3.Humane Treatment: Supplier shall treat all employees with dignity and respect. The supplier shall not engage in or tolerate corporal punishment, mental or physical coercion or verbal abuse of employees, and shall not treat employees in a rude or inhuman manner.

4、工作时间： 供应商应当遵守关于工作时间的国际公约和当地的法律法规。 除在紧急或异常的情况下， 每周工作时间包括加班时间不得超过 60 小时。 周工时不得超过当地法律规定的最大限度。 员工在每七天中应当至少有一天休息时间。

4. Working hours: Supplier shall obey the international conventions or local laws and regulations applied to working hours. Unless in the case of an emergency or

abnormity, the working time per week should not exceed 60 hours, including overtime work. Working hours in a week shall not exceed the limit of local law. Employees should be allowed at least one day off per seven-day week.

5、工资与福利：供应商应遵照地方及国家法律规定，给员工提供合理的工资及福利，包括关于最低工资、加班时间和其它补偿相关的法律。所有员工的工资不得低于法定最低工资。

5. Wage and Benefit: supplier shall provide its employees reasonable wage and benefit according to the local and national laws and regulations, including those relating to minimum wages, overtime hours and other elements of compensation. The wages of all the employees shall not be less than the statutory minimum wage.

6、反歧视和骚扰：供应商在招聘和雇佣员工时，以及就业实践中（如工资、晋升、奖励和培训机会等方面）不得因种族、宗教信仰、年龄、国籍、性取向、性别、性别认同和性别表现、婚姻状况、怀孕、政治派别或残障等其它类似因素而歧视他人。不得要求员工或应聘者接受带有歧视性质的医学检查。禁止骚扰包括但不限于任何形式的性骚扰、权力骚扰、言语骚扰、身体骚扰或心理骚扰，以及任何制造恐吓、敌对或侮辱性工作环境的行为。

6. Anti-Discrimination and Anti-Harassment: Suppliers shall not discriminate against any person in hiring and employment of workers, as well as in employment practices (such as wages, promotions, rewards, and training opportunities), on the basis of race, religious belief, age, nationality, sexual orientation, gender, gender identity and gender expression, marital status, pregnancy, political affiliation, disability, or other similar factors. Workers or applicants shall not be required to undergo discriminatory medical examinations. Harassment is prohibited, including but not limited to any form of sexual harassment, power harassment, verbal harassment, physical harassment, or psychological harassment, as well as any conduct that creates an intimidating, hostile, or offensive work environment.

7、结社自由和集体谈判权：在法律允许范围内，供应商不得干涉、阻扰或禁止员工组建或加入各类组织、选举代表、参与集体谈判以及开展各项合法活动。

7. Freedom of association and the right to collective bargaining: Supplier shall not interfere, obstruct or forbid its employees to establish or join all kinds of organizations, electing representatives, participating in collective bargaining and carrying out any legal activities.

8、公共或私人保安力量的使用：供应商应遵循《安全与人权自愿原则》，确保聘用的公共或私人保安力量仅出于预防性、防御性目的，不得助长或参与侵犯人权的行为。供应商应对保安力量进行人权风险识别与缓解培训，建立行为准则与监督机制，禁止使用过度武力。任何涉及虐待、非法干涉或威胁社区安全的行为，供应商应立即调查并采取纠正措施，必要时终止合作。

8. Use of Public or Private Security Forces: Suppliers shall follow the Voluntary Principles on Security and Human Rights and ensure that any hired public or private security forces are used only for preventive and defensive purposes, and shall not facilitate or participate in human rights abuses. Suppliers shall provide security forces with training on human rights risk identification and mitigation, establish a code of conduct and monitoring mechanisms, and prohibit the use of excessive force. In the event of any abuse, unlawful interference, or acts threatening community safety, suppliers shall immediately investigate and take corrective actions, and terminate the cooperation if necessary.

9、多样性、公平性和包容性：中伟鼓励供应商营造并推广包容的文化，重视多样性和公平性，让员工能充分发挥作用，实现自身最大潜能。供应商应在其全体员工和各级领导团队（包括董事会）中鼓励多样性。

9. Diversity, Equity, and Inclusion : CNGR encourages suppliers to foster and promote an inclusive culture that values diversity and equity, enabling employees to fully contribute and realize their maximum potential. Suppliers shall encourage diversity across their entire workforce and leadership teams at all levels, including boards of directors.

## 第二章 健康与安全

### Provision 2: Health and Safety

1、职业安全：供应商应通过合理的工程设计、过程控制和预防维护来识别、评估、消除安全隐患。应当向员工提供与工作相关且适当的个人防护装备，并开展相关培训和指导。

1. Occupational safety: Supplier shall identify, assess and eliminate safety hazards through reasonable engineering design, process control and preventive maintenance. The supplier shall provide its employee with proper personal protective equipment relevant to the work as well as relevant training and guidance.

2、应急管理：供应商应识别并评估紧急情形和紧急事件，并通过实施应急方案

及应对程序将其影响降到最低，包括：紧急报告、员工通知和撤离程序、员工训练与演习、适当的火灾侦测及扑灭设备、充足的出口设施和复原计划。此类计划和程序应尽可能减少对人身、环境和财产的危害。

2. Emergency Preparedness: Suppliers shall identify and assess potential emergency situations and events, and implement emergency plans and response procedures to minimize their impact, including: emergency reporting, employee notification and evacuation procedures, worker training and drills, appropriate fire detection and extinguishing equipment, adequate exit facilities and recovery plans. Such plans and procedures shall focus on minimizing harm to life, the environment and property at the greatest extent.

3、工伤和疾病：供应商应当制定合适的程序和体系以预防、管理、跟踪和报告工伤和疾病，包括以下规定：鼓励员工报告；对工伤和疾病案例进行分类和记录；提供必要的医疗服务；调查案例并采取纠正措施以消除影响；帮助员工重返工作。

3. Occupational Injury and Illness: Supplier shall have procedures and systems in place to prevent, manage, track and report occupational injury and illness, including provisions to: encourage worker reporting; classify and record injury and illness cases; provide necessary medical treatment; investigate cases and implement corrective actions to eliminate their causes; and facilitate return of workers to work.

4、生活条件：供应商应当为员工提供干净的卫生间设施、饮用水以及清洁食物准备、储藏与用餐设施。供应商或劳工代理机构提供的员工宿舍应保持洁净安全，并提供适当的紧急出口、洗浴热水、充足的供暖和通风，以及合理的出入方便的私人空间。

4. Living Conditions: Supplier shall provide workers with ready access to clean toilet facilities, potable water and sanitary food preparation, storage, and eating facilities. Worker dormitories provided by the supplier or a labor agent shall be maintained to be clean and safe, and provided with appropriate emergency egress, hot water for bathing and showering, adequate heat and ventilation, and reasonable personal space along with reasonable entry and exit privileges.

5. 健康与安全信息沟通：供应商应向员工提供以员工主要语言授课的适当的健康安全培训。健康与安全相关信息应张贴在现场醒目处。

5. Health and safety information communication: Supplier shall provide workers with appropriate safety training in their primary language. Health and safety related information shall be clearly posted in the facility.

6. 机器防护：供应商须对生产设备和其他机械进行安全危害评估，并为可能导致员工受伤的机械提供物理防护装置、连锁装置及屏障，并正确进行维护。

7. Safety Guarding: supplier shall evaluate its production and other machinery for safety hazards, provide physical protection devices, interlocks and barriers, where machinery presents an injury hazard, and properly maintain them.

### 第三章： 环境

#### **Provision: Environment**

1、 供应商应遵守所有与环保相关的法律法规。

1. Supplier shall comply with all applicable laws and regulations regarding environment.

2、 防止污染及节约资源：应在源头上或通过实践（如改进生产、维护和设施工艺、替换材料、节约资源、 材料回收和再利用等）减少和消除所有类型的资源耗费和污染（包括水和能源）。

2. Pollution Prevention and Resource Reduction: The use of resources and generation of waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

3、 有害物质： 供应商应当识别和控制释放到环境中会造成危险的化学物质及其他材料， 确保这些物质得到安全处理、运输、存储、使用、回收或再利用和处置。

3. Hazardous Materials: Supplier shall identify and manage chemicals and other materials posing a hazard if released to the environment to ensure their safe handling, movement, storage, use, recycling or reuse and disposal.

4、 供应商应保护您的员工和邻居的生命及健康， 以及由于您的工艺和产品固有的风险所涉及的公众。

4. Supplier shall protect life and health of its employees and neighbors, as well as the

public involving from inherent risk from processes and products.

5、控制和处理废水及固体废物：供应商在经营、工业加工和清洁设施中产生的废水及固体废物在排放或处置前，应当按照要求对其进行监测、控制和处理。

5. Control and Disposal of Wastewater and Solid Waste: For the wastewater and solid waste which are generated during the operation, manufacturing, and facility cleaning, supplier shall monitor, control and treat them according to the requirement before being discharged or disposed.

6、气体排放：供应商在经营过程中产生的挥发性有机化学物质、腐蚀性气体、微粒、臭氧消耗化学物质以及燃烧副产品等废气在排放之前，应当按照相关要求对其进行鉴别、监测、控制和处理。

6. Air Emissions: according to relevant requirements, supplier shall identify, monitor, control and treat the VOCs, corrosive gases, particulates, Ozone-depleting chemicals and Combustion by-products which are generated by the manufacturing process before discharging.

7、材料限制：供应商应当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、法规和客户要求。

7. Materials Restrictions: Suppliers are to adhere to all applicable laws, regulations and customer requirements regarding prohibition or restriction of specific substances in products and manufacturing, including labeling for recycling and disposal.

8、气候变化、能源消耗和温室气体排放：供应商应制定明确的碳目标及可落地的减排计划，包括量化指标、阶段性节点、责任部门/产品线分解。供应商应在工厂和/或公司级跟踪并记录能源消耗以及所有相关的范围 1、2、3 温室气体排放情况。依据 ISO 14064 和 ISO 14067 标准，识别、监测、减少并有效管理其运营中产生的碳排放。同时，供应商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。供应商应对碳排放控制措施的实施效果建立定期核查机制，并建立定期追踪与验证机制，以确保碳目标与减排计划的达成。

8. Climate Change, Energy Consumption and Greenhouse Gas Emissions: Suppliers shall establish clear carbon targets and actionable emission reduction plans, including

quantitative indicators, phased milestones, and breakdowns by responsible departments/product lines. Suppliers shall track and record energy consumption as well as all relevant scope 1, 2 and 3 greenhouse gas emissions at the facility and/or company level. Based on ISO 14064 and ISO 14067 standards, suppliers shall identify, monitor, reduce and effectively manage the carbon emissions generated from their operations. At the same time, suppliers shall explore cost-effective methods to improve energy efficiency and minimize energy consumption and greenhouse gas emissions. Suppliers shall establish a regular verification mechanism for the effectiveness of carbon emission control measures, and set up a regular tracking and validation mechanism to ensure the achievement of carbon targets and emission reduction plans.

9. 生物多样性保护：供应商应在其业务活动中遵循“避免”“减少”“恢复”“补偿”的缓解层级原则，管理生物多样性影响，降低对生物多样性的干扰。

9. Biodiversity conservation: Suppliers should follow the mitigation hierarchy principles of "avoid", "reduce", "restore" and "compensate" in their business activities to manage biodiversity impacts and reduce disturbances to biodiversity.

10. 噪音和振动：供应商应遵守当地法律法规中对于噪音和振动的要求，定期监测，并采取措施降低噪音和振动对所在厂区和周边社区、居民等造成的影响。

10. Noise and vibration: Suppliers shall comply with local laws and regulations on noise and vibration requirements, regularly monitor, and take measures to reduce the impact of noise and vibration on the site and surrounding communities, residents, etc.

11. 森林砍伐和退化：供应商须评估业务或项目是否存在滥伐森林行为，产生毁林风险(包括因基建扩张导致的土地清理)，并制定有效的森林保护方案。

11. Suppliers must assess whether their operations or projects involve deforestation risks (including land clearance due to infrastructure expansion) and develop effective forest conservation plans.

12. 土壤管理：供应商须系统评估其经营活动对土壤健康及稳定性的潜在风险，制定并实施土壤保护与生态修复方案，确保受扰动土地恢复原有地形及生态功能(包括坡度、地形和土壤覆盖等)。同时，应识别可能受影响的土地使用者、权利

方及其他利益相关方。若存在非自身活动导致的土壤污染，供应商应开展尽职调查，按计划推进修复工作，并定期向主管部门或公众披露进展。针对评估中发现的其他重大土壤或土地风险，供应商需制定适应性管理计划，采取有效的风险管控与缓解措施。

**12. Soil Management:** Suppliers shall systematically assess the potential risks of their operational activities to soil health and stability, develop and implement soil protection and ecological restoration plans to ensure that disturbed land is restored to its original topography and ecological functions (including slope, terrain, and soil cover, among others). Additionally, they must identify potentially affected land users, rights holders, and other relevant stakeholders. In cases of soil contamination not caused by their own operations, suppliers are required to conduct due diligence, carry out remediation according to plan, and regularly report progress to competent authorities or the public. For any other significant soil or land risks identified during assessment, suppliers must develop adaptive management plans and implement effective risk control and mitigation measures.

**13. 水资源管理：**供应商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。供应商应采用系统化的方法来预防暴雨径流污染。供应商应防止非法的排放和泄漏物质进入排水渠。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。参与者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。

**13. Water Management:** Suppliers shall implement a water management plan to record, classify and monitor water resources and their use and discharge. Supplier shall implement a systematic approach to prevent contamination of storm water runoff. Supplier shall prevent illegal discharges and spills from entering storm drains. All wastewater must be classified, monitored, controlled and treated as required prior to discharge or disposal. Participants shall routinely monitor the health of their wastewater treatment and control systems to ensure optimal performance and compliance.

**14. 循环经济：**供应商应在生产制造中尽可能使用循环材料，以减少对不可再生资

源的依赖，降低排放及废弃物处理的环境影响。

14. Circular economy : Suppliers shall prioritize the use of recycled materials in manufacturing processes to minimize reliance on non-renewable resources, reduce emissions, and lessen environmental impacts from waste disposal.

15. 矿物废物管理(尾矿): 供应商应制定矿物废物管理计划, 并获得利益相关方认可。同时, 需委托第三方评估尾矿坝及储存设施的安全性, 并制定专门的应急响应预案。

15. Mineral waste Management (Tailing): Suppliers shall develop a mineral waste management plan with endorsement from stakeholders, and engage independent third parties to assess the safety of tailing dams and storage facilities, while establishing dedicated emergency response protocols.

16. 矿山关闭计划: 供应商应从运营初期制定矿山关闭及复垦计划, 并定期或在业务变动时更新。该计划需包含: 矿山生命周期规划、利益相关方全程参与、基于社区共识的闭矿愿景、长期环境监测、土地再利用评估、分阶段闭矿方案、环境影响防控措施、受影响方权益保障、闭矿后社区发展机会、资金保障机制以及突发闭矿预案。此外, 供应商应定期审计闭矿财务负债, 并确保资金保障措施到位。

16. Mine closure plan: Suppliers shall develop a mine closure and reclamation plan at the early stage of operations and update it periodically or when business conditions change. The plan shall include: mine life cycle planning, stakeholder engagement throughout the process, a closure vision based on community consensus, long-term environmental monitoring, land reuse assessment, phased closure procedures, environmental impact prevention and control measures, protection of affected parties' rights and interests, post-closure community development opportunities, a financial assurance mechanism, and contingency plans for unexpected closure. In addition, suppliers shall regularly audit closure-related financial liabilities and ensure that financial assurance measures are in place.

#### **第四章：道德规范**

##### **Provision 4: Ethics**

1、商业诚信： 供应商应采取零容忍政策，禁止任何形式的贿赂、洗钱、恐怖主义融资、腐败、敲诈勒索和挪用公款行为。所有业务交易均应确保透明并应在参与者业务账目和记录中准确反映。应推行监督和强化程序以确保符合反腐败法的要求。

1. Business Integrity: Supplier shall have a zero tolerance policy to prohibit any and

all forms of bribery, money laundering, terrorist financing, corruption, extortion and embezzlement. All business dealings should be transparently performed and accurately reflected on Participant's business books and records. Monitoring and enforcement procedures shall be implemented to ensure compliance with anti-corruption laws.

2、信息公开：供应商应依照适用法规和主要的行业惯例公开有关商业活动、组织结构、财务状况、劳工、健康与安全与环境的信息。

2. Disclosure of Information: Supplier shall disclose the information regarding its business activities, structure, financial status, labor, health and safety, and environmental practices according to applicable laws and prevailing industry practices.

3、社区参与：鼓励供应商参与社区活动，以推动社区的社会和经济发展。

3. Community Engagement: Supplier is encouraged to join the community activities to promote social and economic development.

4、当地社区、社区健康、安全与发展：供应商应建立社区影响评估机制，识别经营活动对社会和环境的影响，并公开评估结果。需制定符合当地需求的社区发展计划，设立申诉渠道保障居民权益，通过定期沟通和协商制定预防及缓解负面影响的措施，共同推动可持续的社会经济效益。

4. Local community Community health, safety and development: Suppliers shall establish a community impact assessment mechanism to identify the social and environmental impacts of their operations, and disclose the assessment results. They shall develop a community development plan that meets local needs, establish grievance channels to protect residents' rights and interests, and adopt measures to prevent and mitigate negative impacts through regular communication and consultation, jointly promoting sustainable socio-economic benefits.

5、身份保护和无报复政策：供应商须建立匿名投诉机制，确保举报者身份的机密性和匿名性，禁止报复行为。

5. Identity Protection and Non-retaliation: Supplier shall establish an anonymous complaint mechanism to ensure the confidentiality, anonymity of whistle blower is protected, and prohibit retaliation.

6、知识产权保护：供应商应尊重知识产权，保护客户信息的安全。

6. Protection of Intellectual Property: Supplier shall respect intellectual property rights and safeguard customer's information.

7、反垄断及反不正当竞争：供应商应遵守所有适用的国家和国际反垄断和贸易控制的法规。合作伙伴不得独自或伙同其他合作伙伴进行垄断市场或不正当竞争的行为。

7. Anti-Trust and Unfair Competition: Supplier shall comply with all applicable national and international regulations of anti-trust and trade control. Partner is prohibited to have monopoly or unfair competition alone or with other partners.

8、负责任的矿物采购：具体要求请参照此行为准则的补充《负责任全球矿产供应链尽责管理政策》，这个政策的补充是完全按照《中国矿产供应链尽责管理指南》和《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责管理指南》而制定的。

8. Responsible Sourcing of Minerals: Regarding detailed requirement, please refer to the supplement of this Code of Conduct, "Supplier Standard for Responsible Sourcing of Mineral" which is fully aligned with Chinese Due Diligence Guidance for Responsible Mineral Supply Chains and the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas.

9、合法透明纳税：供应商应严格遵守经营所在地的国家及地方法律法规，依法、及时、足额缴纳所有应缴税款，不得参与或协助任何形式的逃税、避税或欺诈性税务安排。供应商应按照国际公认的透明度标准（如 GRI、EITI 相关要求）披露向政府支付的重大税收、费用及特许权使用费，并配合税务机关的合理审查。任何违反税收法律法规的行为，一经发现，应立即纠正并承担相应责任。

9. Legally Compliant and Transparent Tax Payment: Suppliers shall strictly comply with all applicable national and local tax laws and regulations in their places of operation, paying all taxes due in full and on time, and shall not engage in or facilitate any form of tax evasion, avoidance, or fraudulent tax arrangements. Suppliers shall disclose material taxes, fees, and royalties paid to governments in accordance with internationally recognized transparency standards (such as relevant GRI and EITI requirements), and shall cooperate with reasonable tax authority reviews. Any

violation of tax laws and regulations shall be immediately corrected, and the supplier shall bear corresponding responsibilities.

## 第五章：公司治理

### Provision 5: Company Management

1、管理责任和义务：供应商应设有 ESG 部门或类似岗位，直接向行政管理层报告，承担并拥有管理企业的社会和环境合规要求的责任及权力。

1. Management Responsibilities and Obligations: supplier shall set up a ESG Department or similar position that reports directly to executive management who has the responsibility and authority to manage social and environmental compliance requirements for the business.

2、风险评估与管理：供应商应制定并维护和识别与业务相关的劳工权利与人权、健康与安全、环境、商业道德及法律合规风险的制度，并执行适当的程序和控制措施来缓解已识别的风险。

2. Risk Assessment and Management: Supplier shall develop and maintain a procedure to identify the risks in labor and human rights, health and safety, environmental, business ethics, and legal compliance associated with its operations; implement appropriate procedures and controls to mitigate the identified risks.

3、信息沟通：供应商应拥有向员工、下级供应商和客户清晰、准确传达其绩效、实践、政策和期望等相关信息的流程。

3. Information Communication: Supplier shall have processes to accurately communicate with employees, vendors and customers about the practices, policies and expectations.

4、纠正措施流程：对于通过内部和外部审核、评估、检查、调查或评审等发现的不足或违规行为，供应商应拥有及时开展纠正措施的流程。

4. Corrective Action Process: Supplier shall have a process to correct any deficiencies or violations timely identified by an internal or external audit, assessment, inspection, investigation, or audit.

5、准则更新：我们每年度回顾并更新准则。

4. Code update: We review and update our code on an annual basis.

我们期待您的承诺，并携手一起为企业供应链的可持续发展做出贡献。  
We expect your commitment and we hold on together to contribute to the sustainable development of the corporate supply chain.

中伟新材料股份有限公司  
CNGR Advanced Material Co.,Ltd.

2026 年 1 月 1 日  
January, 1st, 2026

## ESG 风险的识别、优先级确定

### Identification, Prioritization of ESG Risks

中伟建立了基于风险的尽责管理体系，遵循 OECD 指南和中国指南六步法框架，并根据 RMI 的 SCDDP 标准的要求，对 ESG 风险进行系统管理。如下为确立 ESG 风险优先级的流程：

CNGR has established a risk-based due diligence management system, following the six-step framework of OECD Guidelines and the China Guidelines, and manages ESG risks systematically in accordance with the requirements of the RMI SCDDP standard.

The process for prioritizing ESG risks is as follows:

#### 1. 确立 ESG 风险优先级的维度

1.1 风险严重程度：涉及最恶劣形式的童工、强迫劳动、酷刑、战争罪等严重侵犯人权行为的风险。

1.2 发生可能性：在特定区域或供应商处已发生或极有可能发生的风险

#### 1. Dimensions for establishing ESG risk priorities

1.1 Severity of risk: Risks involving the most serious forms of child labor, forced labor, torture, war crimes, and other severe human rights violations.

1.2 Likelihood of occurrence: Risks that have already occurred or are highly likely to occur in a specific region or with a specific supplier.

2. 高优先级风险包括但不限于：第一类关键 ESG 风险涉及严重的人权侵犯以及根据 OECD 指南附录二中定义的直接或间接支持非国家武装团体，以及对矿物来源的欺诈性虚假陈述；第二类关键的 ESG 风险涉及直接或间接支持公共或私人安全部队、洗钱、贿赂、未向政府支付税款、费用和特许使用费、以及对人权和环境造成严重损害，包括但不限于使用童工；对生命、肢体或身体机能构成直接或重大威胁，或对环境 and 生态系统造成不可逆转或长期损害的公然职业健康与安全风险。

2. High-priority risks include, but are not limited to: Category 1 critical ESG risks involving severe human rights violations, as well as direct or indirect support to non-state armed groups as defined in Appendix II of the OECD Guidelines, and fraudulent misrepresentation of mineral origins. Category 2 critical ESG risks involving direct or indirect support to public or private security forces, money laundering, bribery, non-payment of taxes, fees, and royalties to governments, as well as serious harm to human rights and the environment, including but not limited to: the use of child labor; blatant occupational health and safety risks that pose a direct or significant threat to life,

limb, or bodily function, or that cause irreversible or long-term damage to the environment and ecosystems.

3. 风险缓解跟踪：对于已识别的高优先级风险，设定最长六个月的缓解期。在此期间，公司将定期跟踪风险缓解措施的进展。若六个月内未取得显著改善，将中止或中断与该供应商的合作。

3. Risk mitigation and follow-up:

For identified high-priority risks, a maximum mitigation period of six months is set. During this period, the company will regularly track the progress of risk mitigation measures. If no significant improvement is achieved within six months, the cooperation with the supplier will be suspended or terminated.

## 对上游供应链的期望

### Expectations for Upstream Suppliers

中伟新材期望所有上游供应商（包括采矿企业、冶炼厂、贸易商及回收企业）与本政策保持一致的承诺，并积极采取以下行动：

CNGR expects all upstream suppliers (including mining companies, smelters, traders, and recyclers) to align with the commitments set forth in this Policy and actively take the following actions:

1. 采纳与国际标准一致的政策：建立或完善自身的负责任供应链尽责管理政策，该政策应至少符合 OECD 指南、中国指南及 SCDDP 标准的要求。

Adopt Policies Aligned with International Standards: Establish or enhance their own responsible supply chain due diligence policies, which shall at a minimum meet the requirements of the OECD Guidance, the Chinese Guidance, and the RMI PLUS Standard.

2. 风险识别与管理：建立有效的 ESG 风险识别、评估与管理体系统，定期开展尽责调查。

Risk Identification and Management: Establish effective systems for ESG risk identification, assessment, and management, and conduct due diligence on a regular basis.

3. 信息透明与追溯：配合中伟新材开展供应链追溯工作，提供矿产来源、加工过程及相关 ESG 风险管理的真实、完整信息。

Transparency and Traceability: Cooperate with CNGR in supply chain traceability, providing accurate and complete information regarding mineral sources, processing activities, and related ESG risk management.

4. 能力建设与改进：积极参与能力建设活动，持续改进尽责管理体系，对已识别的风险采取有效的预防和缓解措施。

Capacity Building and Improvement: Actively participate in capacity building activities, continuously improve due diligence management systems, and take effective measures to prevent and mitigate identified risks.

5. 积极参加独立第三方审验；

Actively participate in independent third-party audits.

6.逐级传递要求：将本政策或实质相似的政策要求传递给其上游供应商，确保负责任采购承诺在整个供应链中逐级落实。

**Cascade Requirements:** Communicate this Policy or substantially similar policies to their upstream suppliers, ensuring that responsible sourcing commitments are cascaded throughout the supply chain.

CNGR 中伟

