

欣旺达电子股份有限公司
供应商行为准则
Sunwoda Electronic Co., Ltd.
Supplier Code of Conduct

欣旺达电子股份有限公司及其合并财务报表范围子公司（以下简称“欣旺达”）秉持可持续发展经营理念，致力于与符合最高适用法律和道德标准的供应商开展业务。为确保全球供应商及其供应链的工作环境健康安全，工人权益得到保障，工人受到平等对待并享有尊严，且经营活动符合环保和道德要求，欣旺达要求供应商遵循本《供应商行为准则》（以下简称“准则”）中的标准和要求（如适用）。

欣旺达将评估供应商对本准则的遵守情况，任何违反准则的行为都可能影响供应商和欣旺达之间的业务关系，最严重可导致双方业务关系终止。

本准则所称“供应商”，是指为欣旺达提供产品或服务的任何主体，包括该主体的子公司、附属机构、分包商，以及供应配套欣旺达产品所需产品与服务的上游供应商，并涵盖在该供应商经营场所作业的全部人员。

Sunwoda Electronic Co., Ltd. and its subsidiaries included in the consolidated financial statements (hereinafter referred to as "Sunwoda") adhere to the sustainable development business philosophy and are committed to conducting business with suppliers who comply with the highest applicable laws and ethical standards. To ensure the health and safety of the working environment of global suppliers and their supply chains, the rights of workers are guaranteed, workers are treated equally and with dignity, and business activities comply with environmental protection and ethical requirements, Sunwoda requires suppliers to follow the standards and requirements in this "Supplier Code of Conduct" (hereinafter referred to as "the Code") (if applicable).

Sunwoda will assess the compliance of suppliers with this Code. Any violation of the Code may affect the business relationship between the supplier and Sunwoda, and in the most serious cases, it may lead to the termination of the business relationship between the two parties.

The term "Supplier" refers to any entity that supplies products or services to Sunwoda. This term shall also include such entity's subsidiaries, affiliates and subcontractors, upstream suppliers

that provide products and services incorporated into Sunwoda's finished products, and all personnel conducting operations at the Supplier's premises.

第一部分：法律合规及商业道德

Part 1: Legal Compliance and Business Ethics

供应商应履行企业社会责任，合法合规经营，任何的商业活动应秉承最高的诚信标准。举报者可通过欣旺达官网获取多个举报渠道信息并完成举报。

Suppliers shall fulfill corporate social responsibility, operate legally and compliantly, and uphold the highest standards of integrity in all business activities. Whistleblowers may obtain information on multiple reporting channels and submit reports through Sunwoda's official website.

1.1 遵循法规：供应商应自觉遵守业务所涉国家或地区的有关法律法规和监管要求，确保合法有序开展业务。

1.1 Compliance with Laws and Regulations: Suppliers shall consciously comply with the relevant laws, regulations, and supervisory requirements of the countries or regions where they conduct business to ensure operations are conducted legally and orderly.

1.2 商业诚信：供应商所有的商业活动应遵循最高的诚信标准。禁止出于获取不公平或不正当利益的目的进行任何形式的贿赂、腐败、敲诈勒索和贪污等行为。

1.2 Business Integrity: All supplier business activities shall follow the highest standards of integrity. Any form of bribery, corruption, extortion, and embezzlement for the purpose of obtaining unfair or improper advantages is prohibited.

1.3 无不正当优势：供应商不得承诺、提供、授予、给予或接受贿赂以及为取得非法或不正当优势而提供的其他形式的利益。本条包括直接或间接地通过第三方承诺、提供、授予、给予或接受任何有价值的东西，以获得或保留业务或直接向任何人提供业务或以其他方式获得不正当利益。应实施监控、记录保留与执行规程，以确保遵守反腐败法律。

1.3 No Improper Advantages: Suppliers shall not promise, offer, authorize, give, or accept bribes or other forms of benefits provided to obtain illegal or improper advantages. This clause includes promising, offering, authorizing, giving, or accepting anything of value, directly or

indirectly through third parties, to obtain or retain business, direct business to any person, or otherwise secure an improper advantage. Monitoring, record-keeping, and enforcement procedures shall be implemented to ensure compliance with anti-corruption laws.

1.4 政策和程序：供应商应制定商业道德相关政策，完善自身反贿赂、反腐败、反敲诈勒索、反贪污等行为的程序。

1.4 Policies and Procedures: Suppliers shall establish policies related to business ethics and improve their own management procedures for anti-bribery, anti-corruption, anti-extortion, and anti-embezzlement.

1.5 信息披露：供应商所有业务往来均应透明，并准确地记录在参与者的商业账簿和记录中。应根据相关法规和现行行业实践披露有关参与者的劳工、健康与安全、环境实践、业务活动、结构、财务状况和绩效等信息。不得伪造记录或虚假陈述供应链中的状况或做法。

1.5 Information Disclosure: All supplier business transactions shall be transparent and accurately recorded in the participants' business books and records. Information regarding participants' labor, health and safety, environmental practices, business activities, structure, financial status, and performance shall be disclosed in accordance with relevant regulations and current industry practices. Falsification of records or misrepresentation of conditions or practices in the supply chain is prohibited.

1.6 知识产权：供应商应尊重知识产权。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。

1.6 Intellectual Property: Suppliers shall respect intellectual property rights. Intellectual property shall be properly protected during the transfer of technology and experience, and the information security of customers and suppliers shall be protected.

1.7 公平交易、广告和竞争：供应商应秉持公平交易、广告宣传和竞争的标准，通过公平竞争获取商业机会，不得采取垄断、欺诈、操纵价格或其他任何可能妨碍市场竞争的行为。

1.7 Fair Dealing, Advertising, and Competition: Suppliers shall adhere to standards of fair trading, advertising, and competition. Business opportunities shall be obtained through fair competition, and actions such as monopolies, fraud, price manipulation, or any other conduct that may hinder market competition are prohibited.

1.8 身份保护及反报复：供应商应建立并实施程序，确保向供应商和工人举报者提供保护，做好举报的保密性和匿名性。建立相应的沟通流程，使供应商和工人举报者提出任何问题，但不需担心遭到打击报复。

1.8 Identity Protection and Non-Retaliation: Suppliers shall establish and implement procedures to ensure protection for whistleblowers (both supplier employees and workers), ensuring confidentiality and anonymity of reports. Corresponding communication processes shall be established so that supplier and worker whistleblowers can raise any concerns without fear of retaliation.

1.9 反商业欺诈：供应商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）与相应的单据应一致，不向甲方销售假冒产品、残次品、翻新品等商品。

1.9 Anti-Commercial Fraud: Suppliers guarantee that the products provided to Party A (including but not limited to product name, model, specification, brand, unit, etc.) are consistent with the corresponding documents, and shall not sell counterfeit, defective, refurbished, or other non-conforming goods to Party A.

1.10 隐私：供应商应承诺保护与其有业务往来的所有人士（包括供应商、客户、消费者和员工）的个人信息，以满足上述相关人士对保护其合理隐私的期望。参与者在收集、存储、处理、传输、分享和销毁个人信息时，应遵守隐私和信息安全法律及监管要求。

1.10 Privacy: Suppliers are committed to protecting the personal information of all individuals with whom they do business (including suppliers, customers, consumers, and employees) to meet the reasonable privacy expectations of such individuals. When collecting, storing, processing, transmitting, sharing, and destroying personal information, participants shall comply with privacy and information security laws and regulatory requirements.

1.11 利益冲突：利益冲突是指供应商在与欣旺达开展业务合作中，员工或其关联方自身商业利益与欣旺达合法利益之间存在冲突，可能导致欣旺达及公司股东利益受损。供应商应避免一切可能对业务关系产生不利影响的利益冲突事件，在与欣旺达开展业务往来时，供应商应摒弃个人或关联方利益，以欣旺达的最大利益为重。若存在实际或潜在利益冲突，应立即向欣旺达披露申报，并积极采取内部措施来消除这些冲突。

1.11 Conflicts of Interest: A conflict of interest exists when, during business cooperation with Sunwoda, the personal interests of a supplier's employees or their related parties conflict with the legitimate interests of Sunwoda, potentially harming Sunwoda and its shareholders' interests. Suppliers shall avoid all conflict of interest events that may adversely affect the business

relationship. When conducting business with Sunwoda, suppliers shall set aside personal or related party interests and prioritize the best interests of Sunwoda. If an actual or potential conflict of interest exists, it shall be immediately disclosed and reported to Sunwoda, and proactive internal measures shall be taken to eliminate such conflicts.

1.12 进出口管制和商业伙伴贸易安全：供应商应该遵守对货物、软件、服务和技术进出口或再出口适用的限制，并遵守对涉及特定国家、地区、企业或实体、个人的贸易适用的限制。

1.12 Import/Export Controls and Business Partner Trade Security: Suppliers shall comply with applicable restrictions on the import or export (including re-export) of goods, software, services, and technology, as well as trade restrictions applicable to specific countries, regions, enterprises, entities, or individuals.

第二部分：人权与劳工

Part 2: Human Rights and Labor Rights

供应商应承诺维护工人的人权，践行良好雇佣行为，并以国际社会理解的尊严和尊重对待他们。此部分适用所有工人，包括临时工、外籍劳工、学生工、合同工、直接雇员和任何其他类型的工人。

Suppliers are committed to upholding the human rights of workers, practicing good employment practices, treating them with the dignity and respect understood by the international community. This section applies to all workers, including temporary workers, foreign workers, student workers, contract workers, direct employees, and any other type of worker.

2.1 强迫劳动

2.1 Forced Labor

2.1.1 禁止任何形式的强迫、抵押/抵债、契约束缚或监狱劳工。禁止奴役和贩卖人口，包括不得以剥削为目的，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。

2.1.1 Any form of forced labor, mortgage/debt bondage, contractual constraints or prison labor is prohibited. Slavery and human trafficking are strictly forbidden, means such as exploitation, threats, coercion, suppression, abduction or fraud, with the purpose of exploitation, through transporting, sheltering, recruiting, transferring or receiving of involuntary individuals are also prohibited.

2.1.2 所有工作必须自愿。

2.1.2 All work must be voluntary.

2.1.3 供应商不得扣押政府签发的工人的身份证明、护照、工作许可和旅行证件等原件。

2.1.3 Suppliers shall not withhold original government-issued identification documents, passports, work permits, or travel documents of workers.

2.1.4 不得要求工人向雇主或其代理人支付任何招聘费用、押金、抵押物或者其他相关费用。

2.1.4 Workers shall not be required to pay any recruitment fees, deposits, bonds, or other related costs to the employer or their agent.

2.1.5 工人有权在完成标准的工作时间后离开工作场所，工人在工厂内的行动应自由，不应设不合理限制。

2.1.5 Workers shall have the right to leave the workplace upon completion of standard working hours. Movement within the factory shall be free and not subject to unreasonable restrictions.

2.1.6 提供工人能理解的劳动合同；工人按照合理通知期限提出离职，应允许自由终止聘用合约。

2.1.6 Employment contracts shall be provided in languages that are understandable to the worker; workers shall be allowed to terminate their employment freely, as long as resignation application is provided upon a reasonable notice period.

2.1.7 若雇佣海外移民工人，海外移民员工必须在离开原籍国/地区之前收到以员工的母语或员工能够理解的其他语言向所有员工提供书面的雇佣协议，并且在此类员工到达接收国/地区后，不得随意改换或变更雇佣协议。

2.1.7 When employing migrant workers, such workers must receive a written employment agreement in their native language or another language they can understand before departing from their country/region of origin. Such employment agreements shall not be arbitrarily substituted or changed upon the workers' arrival in the receiving country/region.

2.2 童工及未成年工

2.2 Child Labor and Young Workers

2.2.1 应遵守所有适用的有关最低工作年龄的国际公约及法律法规，禁止使用任何形式的童工。

2.2.1 All applicable international conventions and laws/regulations regarding the minimum working age shall be complied with. The use of child labor in any form is prohibited.

2.2.2 当发现有误招童工后，应按照国际标准或当地标准中较严格的童工补救措施来执行。

2.2.2 When accidental recruitment of child labor is discovered , remediation procedures shall be implemented in accordance with the stricter standard between international or local standards.

2.2.3 合法使用未成年工（高于法定最低工作年龄但未满 18 岁）。未成年工不得从事可能危及其健康或安全的工作，包括：高体力劳动工作、加班、夜班工作及接触化学危险品的工作等。

2.2.3 Young workers (above the legal minimum working age but under 18) must be employed according to local law. Young workers shall not perform work that may cause harm to their health or safety, including heavy physical labor, overtime, night shifts, or involving exposure to hazardous chemicals, etc.

2.3 学生工、实习生和学徒工

2.3 Student Workers, Interns, and Apprentices

2.3.1 应合理地管理学生工人，并依法保护学生的权利，应对所有学生工人提供适当的支持和培训，不得从学生工资中扣减教育费用及工作安排费用。

2.3.1 Student workers shall be managed properly, and their rights shall be protected in accordance with the law. Appropriate support and training shall be provided to all student workers. Educational fees and work arrangement fees shall not be deducted from their wages.

2.3.2 如当地法律未作规定，学生工、实习生和学徒工的工资应至少达到履行同等或类似岗位的其他初级工人的工资水平。

2.3.2 Unless otherwise stipulated by local law, wages for student workers, interns, and apprentices shall be at least equivalent to the level of other entry-level workers performing similar or identical roles.

2.4 工作时间

2.4 Working Hours

2.4.1 除紧急或特殊情况以外，工人每周的工作时间包括加班在内不应违反该国家/地区的法律要求。

2.4.1 Except in emergency or unusual situations, workers' weekly working hours, including overtime, shall not violate the legal requirements of the country/region.

2.4.2 工人每七天应至少休息一天。

2.4.2 Workers shall have at least one day off in every seven days.

2.4.3 所有加班必须在员工自愿和符合法律的情况下进行。

2.4.3 All overtime must be voluntarily conducted by the employee and compliant with legal requirements.

2.5 工资和福利

2.5 Wages and Benefits

2.5.1 向工人支付的工资应符合所有适用的工资法律，包括有关最低工资、加班费和法定福利在内的各项法律。

2.5.1 Wages paid to workers shall comply with all applicable wage laws, including those regulating minimum wage, overtime compensation, and legally mandated benefits.

2.5.2 按照法律规定的标准支付加班费。

2.5.2 Overtime wages shall be paid at the standards required by laws.

2.5.3 不得将扣减工资作为纪律处罚的措施。

2.5.3 Deductions of wages as a disciplinary measure are prohibited.

2.5.4 任何临时工、派遣工和外包劳务的行为均须符合当地法律限制。

2.5.4 Any use of temporary, dispatch, or outsourced labor shall comply with local legal restrictions.

2.6 骚扰和虐待

2.6 Harassment and Abuse

2.6.1 不得对工人实施暴力、基于性别的暴力、性骚扰、性虐待、体罚、精神或肉体胁迫、霸凌、公开羞辱或言语侮辱（包括威胁、恐吓）等严苛的非人道行为。

2.6.1 Harsh or inhumane treatment such as violence, gender-based violence, sexual harassment, sexual abuse, corporal punishment, mental or physical coercion, bullying, public humiliation, or verbal abuse (including threats and intimidation) is prohibited.

2.6.2 支持此类要求的纪律政策和规程，应清楚制定并传达给工人。

2.6.2 Disciplinary policies and procedures supporting these requirements shall be clearly defined and conveyed to workers.

2.7 禁止歧视

2.7 Non-Discrimination

2.7.1 禁止一切形式的歧视行为。不得因工人的种族、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/工会成员资格、服军役状况、受保护的遗传信息等招聘和雇佣活动中（工资、奖励、培训、升职、解雇或退休等）歧视任何工人。应提供平等的就业机会。

2.7.1 All forms of discrimination are prohibited. Workers shall not be discriminated against in hiring and employment practices (such as wages, rewards, training, promotion, termination, or retirement) based on race, ethnicity, color, age, gender, sexual orientation, nationality, religion, political affiliation, pregnancy, marital status, disability, association/union membership, veteran status, protected genetic information, etc. Equal employment opportunities shall be provided.

2.7.2 不得强迫工人或潜在工人接受可能带有歧视性的医学检查，比如怀孕、童贞检查、乙肝检查等。

2.7.2 Workers or potential workers shall not be subjected to medical examinations that may be discriminatory, such as pregnancy tests, virginity tests, or Hepatitis B tests.

2.8 结社自由及集体谈判权利

2.8 Freedom of Association and Collective Bargaining

2.8.1 应保障工人的合法权利。供应商应尊重所有人员自建或参加工会、进行集体谈判与和平集会以及拒绝参加此类活动的权利。

2.8.1 The legal rights of workers shall be protected. Suppliers shall respect the rights of all personnel to form or join labor unions, engage in collective bargaining and peaceful assembly, and to refrain from such activities.

2.8.2 工人和/或工人代表应能与管理层就工作条件和管理实践公开交流沟通并表达看法和疑惑，且无需担心会受到歧视、报复、威胁或骚扰。

2.8.2 Workers and/or their representatives shall be able to openly communicate with management regarding working conditions and management practices and express views and concerns without fear of discrimination, reprisal, threat, or harassment.

2.9 社区关系和原住民权利

2.9 Community Relations and Indigenous Rights

2.9.1 应采取措施减少其运营对当地社区的任何负面影响，包括环境、社会、文化和其他生活质量因素。应与受影响社区协商，确定社区需求，制定计划，并投入资源支持社区发展。

2.9.1 Measures shall be taken to minimize any negative impacts on local communities when operating, including environmental, social, cultural, and other quality-of-life factors. Affected

communities shall be consulted to identify community needs, based on which plans shall be developed, and resources shall be dedicated to supporting community development.

2.9.2 应实施尊重原住民权利的管理制度，包括自由、事先知情及同意；避免对原住民的土地、生计、资源和文化遗产造成不利影响，以及制定和实施原住民参与计划。

2.9.2 A management system respecting the rights of indigenous people shall be implemented, including Free, Prior, and Informed Consent (FPIC); avoiding adverse impacts on indigenous lands, livelihoods, resources, and cultural heritage; plans regarding engagement of indigenous people shall be developed and implemented.

第三部分：健康与安全

Part 3: Health and Safety

供应商应为工人提供健康、安全、卫生、体面的工作环境。应获得必要且有效的健康和安全许可，并遵守其规定，工作条件应符合或高于法规要求及行业标准。

Suppliers shall provide workers with a healthy, safe, sanitary, and decent working environment. Necessary and valid health and safety permits shall be obtained, requirements shall be complied with. Working conditions shall meet or exceed regulatory requirements and industry standards.

3.1 职业健康与安全：应使用控制措施等级识别、评估和减少员工可能遇到的潜在健康与安全危险（化学、电气和其他能源、火灾、车辆及坠落危险等）。如果通过上述方式无法有效地控制危险，应为员工提供适当的、保养良好的个人防护用品以及关于上述危险可能导致的风险的教育资料。应采取促进两性平等的措施，如避免让孕妇和哺乳期女性在可能对其自身或其子女有害的工作环境下工作，并为哺乳期女性提供合理的便利条件。

3.1 Occupational Health and Safety: The hierarchy of controls shall be used to identify, assess, and reduce potential health and safety hazards (chemical, electrical and other energy sources, fire, vehicles, fall hazards, etc.) that workers may encounter. If hazards cannot be effectively controlled through the above means, appropriate, well-maintained personal protective equipment (PPE) and educational materials regarding the risks posed by such hazards shall be provided. Gender-responsive measures shall be adopted, such as preventing pregnant women and nursing mothers from working in conditions hazardous to them or their children, providing convenience for nursing mothers.

3.2 应急准备：应识别和评估潜在的紧急情况与事件，并通过实施应急预案和响应规程（包括应急报告、员工通知和疏散规程、员工培训和演练）将其影响降至最低。紧急演练应至少每年进行一次，或按照当地法律的规定（以较严格的为准）进行。应急预案还应包括适当的火灾探测和灭火设备、畅通无阻的出口、充足的出口设施、应急人员的联系信息和恢复计划。此类预案和规程应侧重于最大限度地减少对生命、环境和财产的损失。

3.2 Emergency Preparedness: Potential emergency situations and incidents shall be identified and assessed, and their impact minimized through the implementation of emergency response plans and procedures (including emergency reporting, employee notification and evacuation procedures, worker training, and drills). Emergency drills shall be conducted at least annually, or as required by local law, whichever is stricter. Emergency plans shall also include appropriate fire detection and fire extinguish equipment, clear exits, adequate exit facilities, contact information for emergency personnel, and recovery plans. Such plans and procedures shall focus on minimizing harm to life, the environment, and property.

3.3 工伤和疾病：应制定程序和体系以预防、管理、跟踪和报告工伤和疾病，包括作出以下规定：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其事故源头以及帮助员工重返工作岗位。供应商应允许员工在面临紧迫伤害时，自行撤离，并在情况得到缓解之前不予返回，而不必担心遭到报复。

3.3 Injury and Illness: Procedures and systems shall be in place to prevent, manage, track, and report occupational injuries and illnesses. This includes provisions for encouraging worker reporting, classifying and cataloging injury/illness cases, providing necessary medical treatment, investigating cases and implementing corrective actions to eliminate root causes, providing assistance for workers' return to post. Suppliers shall allow workers to self-evacuate when facing imminent danger and not return until the situation is resolved, without fear of retaliation.

3.4 工业卫生：应根据控制措施等级，识别、评估并控制化学、生物及物理等因素给员工带来的危险。当无法充分控制危险时，应为员工免费配备并让其使用适当的、保养良好的个人防护用品。参与者应为员工提供安全健康的工作环境，并通过持续对员工的健康状况和工作环境进行系统监测来维护这一环境。供应商应提供职业健康监测，定期评估员工是否因职业暴露而健康受损。职业健康保护计划应持续开展，并应包含与员工在工作场所面临的危险有关的风险教育材料。

3.4 Industrial Hygiene: Chemical, biological, physical and any other hazards shall be identified, assessed, and controlled according to the hierarchy of controls. Where hazards cannot be adequately controlled, appropriate and well-maintained PPE shall be provided to workers free of charge and its use mandated. Participants shall provide a safe and healthy working environment and maintain it through ongoing systematic monitoring of workers' health and work environment. Occupational health surveillance shall be provided to regularly assess whether worker health is impaired due to occupational exposure. Occupational health protection programs shall be implemented continuously and include risk education materials related to hazards faced in the workplace.

3.5 强体力型工作：应当识别、评估和控制员工从事强体力型工作给员工带来的影响，包括人工搬运/装卸材料和重复搬举重物、长时间站立以及高度重复或强力的装配工作。

3.5 Physically Demanding Work: The impact of physically demanding work on workers shall be identified, assessed, and controlled. This includes manual material handling/heavy lifting, prolonged standing, and highly repetitive or forceful assembly tasks.

3.6 机器安全防护：应当对生产机械和其他机械进行安全危险评估。应当对可能对工人造成伤害的机械装配物理防护装置、联锁装置和屏障，并正确地进行维护。

3.6 Machine Safeguarding: Production machinery and other equipment shall be assessed for safety hazards. Physical protection devices, interlocks, and barriers shall be installed on machinery posing a risk of injury to workers and shall be properly maintained.

3.7 公共卫生、食堂和宿舍：应向员工提供干净的洗手间设施、饮用水和卫生的食品配置、存储和用餐设施。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、充足的照明和良好的通风、用于存放个人和贵重物品的独立安全柜，以及出入方便的合理私人空间。

3.7 Public Health, Canteens, and Dormitories: Workers shall be provided with clean toilet facilities, potable water, and sanitary food preparation, storage, and eating facilities. Provided worker dormitories shall be clean and safe, equipped with appropriate emergency exits, hot water for bathing, adequate lighting and ventilation, secure individual storage for personal and valuable items, and reasonable private space with accessible entry/exit.

3.8 健康与安全沟通：应以员工的母语或员工能够理解的其他语言向员工提供适当的工作场所健康与安全信息和培训，说明其所面临的所有已识别工作场所危险，包括但不限于机械、电气、化学、火灾和物理危

险。在工厂区域或在员工可明显辨别且可出入的场所清楚张贴健康与安全相关信息。健康信息和培训应包括针对相关人群特定风险的内容，如性别和年龄（如适用）。应在开始工作前对所有员工进行培训，并在开始工作后定期进行培训。应鼓励员工提出任何健康与安全问题，而无需担心遭到报复。

3.8 Health and Safety Communication: Appropriate workplace health and safety information and training shall be provided to workers in their native language or another language they can fully understand, covering all identified workplace hazards, including but not limited to mechanical, electrical, chemical, fire, and physical hazards. Health and safety-related information shall be clearly posted in factory areas or locations readily visible and accessible to workers. Health information and training shall include content specific to the risks of relevant demographics, such as gender and age (as applicable). Training shall be provided to all workers prior to starting work and regularly thereafter. Workers shall be encouraged to raise any health and safety concerns without fear of retaliation.

第四部分：环境

Part 4: Environment

供应商应保护环境，致力于发展环境友好技术，产品及业务，持续降低对气候变化，水安全，土壤污染、生物多样性、原始森林以及原住民的影响，持续进行材料再利用和再生循环的行动，以履行保护自然资源，减少产品生命周期碳足迹等环境责任。

Suppliers shall protect the environment, commit to developing environmentally friendly technologies, products, and operations, continuously reduce impacts on climate change, water security, soil pollution, biodiversity, primary forests, and indigenous people, and continuously engage in material reuse and recycling actions to fulfill environmental responsibilities such as conserving natural resources and reducing product life-cycle carbon footprints.

4.1 环境许可与报告：应取得、维护并更新所有必需的环境许可证、批准文书和登记证，并且遵循其操作和报告要求。

4.1 Environmental Permits and Reporting: All required environmental permits, approvals, and registrations shall be obtained, maintained, and kept current, and their operational and reporting requirements shall be followed.

4.2 有害物质：应当识别、标记和管理对人类或环境构成危害的化学品、废弃物及其他材料，确保其得到合规处理、移动、储存、使用、回收或再利用和处置。应跟踪和记录有害废弃物数据。

4.2 Hazardous Substances: Chemicals, waste, and other materials posing a hazard to humans or the environment shall be identified, labeled, and managed to ensure their safe handling, movement, storage, use, recycling/reuse, and disposal are conducted compliantly. Hazardous waste data shall be tracked and recorded.

4.3 限用物质：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）的相关法律法规和客户要求。

4.3 Restricted Substances: Relevant laws, regulations, and customer requirements regarding the prohibition or restriction of specific substances in products and manufacturing processes (including recycling and disposal labeling) shall be adhered to.

4.4 固体废弃物：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）。应跟踪和记录废弃物数据。

4.4 Solid Waste: A systematic approach shall be used to identify, manage, reduce, and responsibly dispose of or recycle solid waste (non-hazardous waste). Waste data shall be tracked and recorded.

4.5 废气和噪声：须对生产经营过程中产生的挥发性有机化学物质、无机化学物质、喷雾、腐蚀性物质、悬浮颗粒物、消耗臭氧层的物质及燃烧废气在排放之前依规完成分类、常规监测、管控与处置，并定期监控大气污染物排放控制系统运行状态。消耗臭氧层的物质应按照《蒙特利尔议定书》及现行适用法规实施规范化管控。针对厂区厂界噪声，供应商应全面识别噪声源，落实噪声管控、持续监测，并采取降噪措施。

4.5 Air Emissions and Noise: Volatile organic chemicals, inorganic chemicals, aerosols, corrosives, particulates, ozone-depleting substances, and combustion exhaust generated during production and operation shall be classified, routinely monitored, controlled, and treated as required prior to emission. The operational performance of air emission control systems shall be regularly supervised. Ozone-depleting substances shall be standardized and effectively managed in compliance with the Montreal Protocol and prevailing applicable regulations. For factory boundary noise, suppliers shall fully map noise sources, implement control protocols, sustain continuous monitoring and adopt mitigation solutions.

4.6 水资源管理：应实施水资源管理和节约计划，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。供应商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。应运用系统方法，防止雨水径流污染。避免违法排放和溢流产生的废水进入雨水排放管道、公共供水系统或公共水域。供应商对水资源管理应保障当地社区每个人获得充足、安全、可接受、价格合理、容易获取的水资源以供个人和家庭使用的权利。供应商应采取综合利用资源、采取措施以防范及应对洪水及干旱。供应商对水资源的利用及水污染的管理应减少、消除对海底及海洋环境的负面影响。

4.6 Water Resource Management: A water resource management and conservation plan shall be implemented to document, categorize, and monitor water sources, usage, and discharge, seeking to conserve water resources and control contamination channels. All wastewater shall be classified, monitored, controlled, and treated as required prior to discharge or disposal. The operational performance of wastewater treatment and control systems shall be routinely monitored to ensure optimal performance and compliance. A systematic approach shall be used to prevent contamination of stormwater runoff. Illegal discharges and overflows entering storm drains, public water systems, or public water bodies shall be prevented. Water resource management shall safeguard the right of every individual in the local community to sufficient, safe, acceptable, affordable, and physically accessible water for personal and domestic use. Integrated water resource measures shall be taken to prevent and respond to floods and droughts. Water use and water pollution management shall reduce and eliminate negative impacts on seabed and marine environments.

4.7 污染预防与资源保护：应当采取有效措施，从源头上降低或消除污染物的排放、逸散及废弃物的产生，防范并遏制土壤、地下水污染问题。土壤污染重点监管单位应严格控制有毒有害物质排放，建立土壤污染隐患排查机制，自主组织开展土壤环境监测工作。应同步管控运营活动、配套服务及产品全生命周期对土壤造成的各类不利影响，包括但不限于土壤污染、土壤侵蚀、土地利用和土地退化。应依托生产工艺优化、设备运维升级、原辅材料替代、物料循环复用、资源节约、废弃物回收等多元手段，合理使用及保护自然资源，包括水、化石燃料、矿产和原始森林木材。欣旺达对核心供应商提出降低污染物排放、有害废弃物排放相关的目标及管理要求，并定期对供应商开展绩效筛查与审核。

4.7 Pollution Prevention and Resource Conservation: Effective measures shall be taken to reduce or eliminate pollutant emissions, fugitive releases, and waste generation at the source to

prevent and curb soil and groundwater contamination. Key soil pollution supervision units shall strictly control the discharge of toxic and hazardous substances, establish soil contamination risk investigation mechanism, and independently carry out soil environmental monitoring Measures shall be taken to control all adverse impacts of operational activities, supporting services, and product lifecycles on soil, including but not limited to soil contamination, soil erosion, land use change, and land degradation. Natural resources including water, fossil fuels, minerals, and primary forest timber shall be rationally utilized and conserved through practices such as optimizing production processes, upgrading equipment maintenance, adopting alternative raw and auxiliary materials, material reuse, resource conservation, and waste recycling. Sunwoda sets targets and management requirements related to reducing pollutant and hazardous waste emissions for core suppliers and conducts regular supplier performance screening and audits.

4.8 生物多样性：应根据《生物多样性公约》内容，减少运营、服务和产品对生物多样性的负面影响（包括但不限于对栖息地、野生动物、植物群和生态系统的破坏），并应公开披露带来哪些影响及解决措施。应致力于推动对森林资源的保护工作，并将优先在自身运营范围内做好对森林资源的影响评价、保护和恢复工作，并计划逐步联合更多利益相关方参与到森林资源的保护行动中。

4.8 Biodiversity: In accordance with the Convention on Biological Diversity, negative impacts of operations, services, and products on biodiversity (including but not limited to damage to habitats, wildlife, flora, and ecosystems) shall be reduced, and such impacts and mitigation measures shall be publicly disclosed. Efforts shall be made to promote forest resource conservation, prioritizing impact assessment, conservation, and restoration of forest resources within own operations, and planning to gradually involve more stakeholders in forest conservation actions.

4.9 能源消耗与温室气体：供应商应识别和管理运营过程中温室气体（GHG）排放，并制定温室气体减排目标。对照科学减排目标，跟踪、记录和公开报告能源消耗和所有相关的范围 1、范围 2 和范围 3 的温室气体的排放情况。应寻求提升能源效率，使用清洁能源或其他方式最大程度地减少温室气体排放。应根据适用的产品碳足迹指南，计算相关产品的碳足迹。

4.9 Energy Consumption and Greenhouse Gas Emissions: Suppliers shall identify and manage greenhouse gas (GHG) emissions from their operations and set GHG reduction targets. Energy consumption and all relevant Scope 1, Scope 2, and Scope 3 GHG emissions shall be tracked, documented, and publicly reported against science-based reduction targets. Efforts shall be made

to improve energy efficiency, utilize clean energy, or employ other means to minimize GHG emissions. The carbon footprint of relevant products shall be calculated according to applicable product carbon footprint guidelines.

4.10 循环经济：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）从源头上削减或根除污染物的排放、逸散以及废弃物的产生；应当采取措施（如改进生产工艺，更新设备，使用替代性材料，搭建物料循环复用、资源保全及再生回收体系等）集约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。应主动推进再生材料的应用，核验及提升产品再生原料使用占比，满足法规及客户要求。

4.10 Circular Economy: Appropriate measures (such as adding pollution control equipment, improving production, maintenance, and facility processes) shall be taken to reduce or eliminate pollutant discharge, fugitive releases, and waste generation at the source. Measures (such as optimizing production processes, upgrading equipment, adopting alternative materials, and establishing systems for material reuse, resource preservation and waste recycling) shall be taken to utilize natural resources intensively and sparingly, including water, fossil fuels, minerals, and primary forest timber. Proactive measures shall be taken to promote the application of recycled materials, verify and increase the proportion of recycled raw materials in products, so as to comply with regulatory and customer requirements.

4.11 环境管理体系：应建立环境管理体系用于识别、跟踪和管理工厂对环境的影响及新的环境议题。

4.11 Environmental Management System: An environmental management system shall be established to identify, track, and manage the facility's environmental impacts and emerging environmental issues.

第五部分：治理和供应链

Part 5: Governance and Supply Chain

5.1 管理体系：供应商应采用或建立与本准则范围相关的管理体系，该管理体系应 1) 符合供应商的经营和产品相关的法律法规及客户要求；2) 符合本准则；以及 3) 识别并降低与本准则相关的经营风险。管理体系应包括公司合规和持续改进承诺；管理层问责与责任；更新的法律要求和客户要求；风险评估与风险管理；改进目标；培训；沟通；工人反馈、参与和申诉；审核与评估；纠正措施流程；文件及记录和供应商责任等元素。

5.1 Management System: Suppliers shall adopt or establish a management system relevant to the scope of this Code. This system shall: 1) Conform to legal, regulatory, and customer requirements related to the supplier's operations and products; 2) Conform to this Code; and 3) Identify and mitigate operational risks related to this Code. The management system shall include elements such as corporate commitment to compliance and continuous improvement; management accountability and responsibility; updated legal and customer requirements; risk assessment and risk management; improvement objectives; training; communication; worker feedback, participation, and grievance; audits and assessments; corrective action process; documentation and records; and supplier responsibility.

5.2 负责任的采购：供应商应遵循欣旺达《负责任矿物采购政策》，对其供应链中的钽、锡、钨和黄金（简称 3TG）及钴、云母、锂、镍和天然石墨等关键原材料进行尽职调查。供应商应按《经合组织关于来自受冲突影响和高风险区域的矿物的负责任供应链尽职调查指南》中的尽职调查五步框架制定其尽职调查政策和管理制度，任命高层管理者代表，对这些矿物的来源和产销监管链开展尽职调查，以识别和评估相关风险并采取适当的措施缓解此类风险，并应公开供应链年度尽职调查报告。与冲突矿物尽职调查有关的记录应该保留至少十年。

5.2 Responsible Sourcing: Suppliers shall follow Sunwoda's Responsible Mineral Sourcing Policy and conduct due diligence on tantalum, tin, tungsten, and gold (collectively "3TG"), as well as cobalt, mica, lithium, nickel, and natural graphite, and other key raw materials in their supply chains. Suppliers shall develop their due diligence policies and management systems in line with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas' five-step framework, appoint senior management representatives, and conduct due diligence on the source and chain of custody of these minerals to identify and assess relevant risks and take appropriate measures to mitigate such risks. An annual public supply chain due diligence report shall be issued. Records related to conflict minerals due diligence shall be retained for at least ten (10) years.

5.3 反洗钱

5.3 Anti-Money Laundering

5.3.1 合规承诺：供应商应承诺在与欣旺达业务往来期间，严格遵守国内外所有适用的反洗钱、反恐怖融资及相关金融监管法律法规、规章和行业准则（以下统称“反洗钱法规”），包括但不限于《中华人民共和国反洗钱法》《金融机构反洗钱规定》等。

5.3.1 Compliance Commitment: Suppliers commit to strictly complying with all applicable domestic and international anti-money laundering (AML), counter-terrorist financing (CTF), and related financial regulatory laws, regulations, rules, and industry standards (collectively "AML Regulations") during business dealings with Sunwoda, including but not limited to the Anti-Money Laundering Law of the People's Republic of China and the Regulations on Anti-Money Laundering for Financial Institutions.

5.3.2 身份识别与尽职调查：供应商应建立并执行有效的客户/供应商身份识别和尽职调查程序，对其直接客户/供应商以及涉及交易的其他相关方进行身份核实，确保交易对手身份真实、合法。欣旺达基于合理请求要求查阅时，供应商应及时提供客户、供应商的主体资料信息、行业资质证明、合作协议及尽职调查结果等资料。

5.3.2 Identification and Due Diligence: Suppliers shall establish and implement effective customer/supplier identification and due diligence procedures to verify the identities of their direct customers/suppliers and other relevant parties involved in transactions, ensuring counterparty identities are authentic and legal. Upon reasonable request by Sunwoda for review, the Supplier shall promptly provide customer and supplier entity information, industry qualification certificates, cooperation agreements, due diligence findings, and related materials.

5.3.3 交易记录保存：按反洗钱法规要求，妥善保存交易记录及交易对手身份资料，保存期限自交易结束或业务关系终止后不少于 10 年。欣旺达依法依规提出查阅、复制需求时，供应商应予以配合。

5.3.3 Transaction Record Keeping: Transaction records and counterparty identification data shall be properly retained in accordance with AML Regulations. The retention period shall be no less than ten (10) years from the date the transaction is completed or the business relationship ends. Suppliers shall cooperate when Sunwoda makes a lawful and compliant request to inspect or copy records.

5.3.4 可疑交易报告：供应商在业务开展中，察觉任何可疑交易迹象，应立即暂停涉及交易，并在 10 个工作日内向相关监管部门报告，同时通报欣旺达。报告内容包含但不限于交易详情、涉及金额、可疑点及初步调查情况。

5.3.4 Suspicious Transaction Reporting: If a supplier detects any signs of a suspicious transaction during business operations, they shall immediately suspend involvement in the relevant transaction and report to the relevant regulatory authorities within ten (10) working days, simultaneously notifying Sunwoda. The report shall include, but not be limited to, transaction details, amounts involved, points of suspicion, and preliminary investigation findings.

声明：本《准则》为参考要求，具体实施细则请依照双方最终签署的供应商行为准则。

Statement: This Code is a reference requirement. Specific implementation details shall be governed by the Supplier Code of Conduct finally executed by both parties.

本政策提供中英文两种版本，若内容上稍有细微出入，请以中文版为准。

This policy is issued in both Chinese and English versions. In the event of any minor discrepancy between the two language editions, the Chinese version shall prevail.

保存部门：档案室

Storage Department: Archives Room

保存年限：永久

Retention Period: Permanent

保密等级：[] 企业绝密 [] 企业机密 [] 内部公开 [x] 外部公开

Confidentiality Level: [] Corporate Top Secret [] Corporate Confidential [] Internal Disclosure
[x] External Disclosure