

平安电工矿产供应链负责任采购政策

PAMICA Mining Supply Chain Responsible Sourcing 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 risks associated with mining, trading, processing, and exporting minerals from "conflict-affected and high-risk areas," which may lead to significant adverse impacts, and acknowledging our obligation to respect human rights, avoid contributing to conflict, and prevent negative environmental and social effects, Pamica Technology Corporation commits to adopting and widely disseminating the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas and relevant provisions of the EU Battery and Waste Battery Regulations. These guidelines will be incorporated into contracts and agreements with suppliers. This policy serves as a reference for conflict-sensitive procurement activities throughout the mineral supply chain and enhances risk awareness among suppliers. We pledge not to engage in any activities that fund conflict, to comply with relevant United Nations sanctions resolutions, or, where applicable, domestic laws enforcing such resolutions. This policy covers materials including mica and mica-containing products and applies to Pamica Technology Corporation. and its subsidiaries, as well as mica supply chain suppliers.

第一章 与严重侵犯人权有关的风险和风险缓解策略

Chapter One: Risks and Mitigation Strategies Related to Severe Human Rights Violations

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 Mining, 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于、帮助、协助或便利任何一方实施。

When conducting procurement or business activities in conflict-affected and high-risk areas, we will not tolerate, benefit from, assist, or facilitate any party involved in:

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 work or service extracted from an individual under the threat of punishment, which the individual has not voluntarily offered;

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 and abuses, 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, other serious violations of international humanitarian law, crimes against humanity, or genocide.

第二条 关于童工的风险

Article 2: 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 activities in conflict-affected and high-risk areas, we will not employ, benefit from, assist, or facilitate the employment of children below the minimum working age specified by the host country's laws or regulations. If the host country has no relevant laws or regulations, the minimum working age is 16 years.

第三条 与严重侵犯人权有关的风险缓解策略

Article 3: Risk Mitigation Strategies for Serious Human Rights Violations

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 such risks exist—i.e., upstream suppliers are sourcing from or associated with parties involved in the aforementioned serious human rights violations or the employment of child labor—we will immediately suspend or terminate cooperation with such suppliers.

第二章 与冲突有关的风险和风险缓解策略

Chapter II: Risks and Risk Mitigation Strategies Related to Conflict

第一条 关于直接或间接支持非国家武装团体的风险

Article 1: Risks 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 mining, transportation, trade, processing, or export. "Direct or indirect support"

includes, but is not limited to, purchasing minerals from non-state armed groups or their affiliates, making payments to them, or providing logistical support or equipment.

这些武装团体或关联方可能存在如下侵权行为：

These armed groups or affiliates may engage in 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；并/或

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

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 taxing or extorting money or minerals at mining site entrances, along transportation routes, or at mineral trading points; 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. Illegally taxing or extorting intermediaries, export companies, or international traders.

第二条 直接或间接支持非国家武装团体的风险缓解策略

Article 2: Risk Mitigation Strategies for Direct or Indirect Support to 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 upstream suppliers are sourcing from or associated with parties providing direct or indirect support to non-state armed groups, we will immediately suspend or terminate cooperation with such suppliers.

第三条 关于公共或私人安全武装的风险

Article 3: Risks Related to Public or Private Security Forces

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 prohibit any direct or indirect support to public or private security forces that illegally control mining sites, transportation routes, or upstream actors in the supply chain, or that illegally tax or extort money or minerals at mining site entrances, along transportation routes, or at mineral trading points, or from intermediaries, export companies, 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 recognize that the role of public or private security forces at or around mining sites and along transportation routes is solely to uphold the rule of law, including safeguarding human rights, protecting miners, equipment, and facilities, and ensuring that lawful mining and trade are not disrupted.

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 cases where we or any entity in our supply chain contracts with public or private security forces, we commit to ensuring that such forces are recognized under international standards and guidelines for public or private security. Specifically, we will support or implement screening policies to ensure that individuals or security units known to have committed serious human rights violations are not employed.

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 or take measures to collaborate with central or local governments, international organizations, and civil society to find feasible solutions for improving the transparency, proportionality, and accountability of public security expenditures.

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 to avoid or minimize the negative impacts of public or private security forces stationed at mining sites on vulnerable groups, especially artisanal miners.

第四条 关于公共或私人安全武装的风险缓解策略

Article 4: 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 risks exist in the supply chain, we will immediately develop, adopt, and implement a risk management plan for upstream suppliers and other stakeholders, tailored to the company's position in the supply chain, to contain or reduce the risk. If the risk management plan proves ineffective after six months, we will temporarily suspend or terminate cooperation with upstream suppliers.

第三章 与治理有关的风险和风险缓解策略

Chapter III: Risks and Risk Mitigation Strategies Related to Governance

第一条 关于行贿受贿及矿产原产地的欺诈性失实陈述风险

Article 1: Risks of Bribery and Fraudulent Misrepresentation of Mineral Origin

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, give, or solicit any bribes, nor will we succumb to the temptation to bribe to conceal or falsify the origin of minerals, misreport taxes, fees, or

royalties payable to the government for mining, trade, processing, transportation, or export activities.

第二条 关于洗钱的风险

Article 2: Risks 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。

If we have reason to believe that money laundering risks exist due to illegal taxation or extortion at mining site entrances, along transportation routes, or at upstream supplier mineral trading points, we will support or take measures to contribute to the effective elimination of money laundering

第三条 关于向政府支付的税收、费用及特许费的风险

Article 3: Risks Related to Taxes, Fees, and Royalties Paid to Governments

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 payment of all legitimate taxes, fees, and royalties related to mining, trade, and export in conflict-affected and high-risk areas, and commit to disclosing such payments in accordance with the host country's requirements for transparency in payments to government entities, based on the company's position in the supply chain.

第四条 关于与治理有关的风险缓解策略

Article 4: 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风险的目的，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。

Based on the company's position in the supply chain, we commit to collaborating 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 measures within a reasonable timeframe to prevent or reduce adverse risks. If risk reduction measures prove ineffective, we will temporarily suspend or terminate cooperation with upstream suppliers. For risks requiring mitigation after implementing a risk management plan, the company will conduct additional risk assessments. If the risk management plan does not yield significant results within six months, and risks of bribery, fraudulent misrepresentation of mineral origin, money laundering, or non-payment of taxes, fees, or royalties to the government are not contained or reduced, the company will temporarily suspend or terminate cooperation with the supplier for at least three months, while revising the risk management plan and clarifying performance targets for improvement before resuming trade relations.

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 Risk Mitigation Strategies Related to Other Human Rights and Environmental Protection

第一条 关于职业健康和安全

Article 1: 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 conducting business activities, we will not benefit from, assist, or facilitate any party that provides occupational health and safety conditions detrimental to the physical and mental health of miners, direct and/or indirect employees, or any personnel at their production sites, nor will we source from or associate with such parties.

第二条 关于歧视

Article 2: 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 activities, we will not cooperate with any supplier engaged in discriminatory practices, including discrimination based on gender, race, religion, age, disability, or other identity characteristics. We will not source from or associate with such enterprises, ensuring that our business activities promote equality and inclusion.

第三条 关于自由结社

Article 3: 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 activities, we will not cooperate with any supplier that restricts employees' rights to freedom of association, including obstructing the formation of unions or participation in collective bargaining. We will not source from or associate with such enterprises, ensuring that employees can freely express their interests and needs.

第四条 关于社区生活，包括土著居民的生活

Article 4: Community Life, Including Indigenous Communities

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 conducting business activities, we will not cooperate with any supplier that negatively impacts community life, particularly the rights and cultures of indigenous peoples, including violations of their land, resources, or cultural heritage. We will not source from or associate with such enterprises, ensuring respect for and protection of community lifestyles.

第五条 关于环境保护

Article 5: 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 conducting business activities, we will not benefit from, assist, or facilitate any party that causes significant adverse impacts on surrounding soil, air, or water, or that seriously violates local environmental laws and regulations, nor will we source from or associate with such parties.

第六条 风险缓解策略

Article 6: Risk Mitigation Strategies

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 risks exist in the supply chain, we will immediately develop, adopt, and implement a risk management plan for upstream suppliers and other stakeholders to contain or reduce the risk. If the risk management plan proves ineffective

after twelve months, we will temporarily suspend or terminate cooperation with upstream suppliers for at least three months.

第五章 申诉渠道

Chapter V: Grievance 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 raise opinions, suggestions, or complaints regarding serious human rights violations, conflict facilitation, governance, other human rights issues, or environmental protection concerns related to the mining, trade, processing, and export of materials covered under this policy.

电话(Tel): 86-715-4637899

邮箱 (Email address): IR@pamica.com.cn

盖章：湖北平安电工科技股份有限公司

Pamica Technology Corporation

生效日期：2025年1月1日