

浙江路加新材料有限公司

关于负责任全球供应链的尽责管理政策

Zhejiang Lujia New Materials Co., Ltd. (hereinafter referred to as "Lujia New Materials" or "we") recognizes that significant social and environmental risks may arise from the mining, trading, processing, and export of cobalt, nickel, manganese, and lithium raw materials, and acknowledges the company's responsibility to respect human rights, eliminate, and control related risks. To this end, we have formulated our company's "Responsible Supply Chain Management Policy for Cobalt, Nickel, Manganese, and Lithium" (hereinafter referred to as the "Policy") based on the "China Responsible Mineral Supply Chain Management Guidelines" released by the China Chamber of Commerce for Import and Export of Minmetals and Chemicals (CCC MC), and with reference to the "Responsible Supply Chain Management Guidelines for Minerals from Conflict Affected and High Risk Areas, Third Edition" of the Organization for Economic Cooperation and Development (OECD) and the "EU Battery Regulations". And incorporate it into the contracts or agreements signed with suppliers, this policy provides reference for conflict sensitive procurement activities and suppliers' risk awareness throughout the entire process of mineral resource supply chain. We promise to abide by relevant United Nations sanctions resolutions, comply with domestic laws applicable to the implementation of such resolutions, and not engage in any behavior that would provide assistance or convenience for conflicts.

浙江路加新材料有限公司（以下简称“路加新材料”或“我们”）认识到钴、镍、锰、锂原料开采、交易、处理、出口等经营活动过程中可能产生重大的社会和环境风险,并认识到公司有尊重人权、消除和管控相关风险的责任。为此,我们根据中国五矿化工进出口商会(CCCMC)发布的《中国负责任矿产供应链尽责管理指南》,并参考经济合作与发展组织(OECD)的《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,第三版》及《欧盟电池法规》制定本 公司“钴、镍、锰、锂供应链的尽责管理政策”(以下简称“政策”)。并将其纳入与供应商签订的合同或协议之中,这一政策为矿产资源供应链全过程涉及冲突敏感的采购活动以及供应商的风险意识提供参考。我们承诺遵守联合国相关制裁决议,遵守适用执行此类决议的国内法律,不参与任何会为冲突提供帮助或便利的行为。

trading, handling and exporting minerals from high-risk areas, and recognising that we have the responsibility to respect human rights and not contribute to adverse impacts to society, LUJIA commits to adopt and widely disseminate the Chinese Due Diligence Guidelines for Responsible Mineral Supply Chains (Chinese Guidance), Edition 2 published by the China Chamber of Commerce of Metals, Minerals & Chemicals Importers & Exporters (CCC MC), and incorporate it into its contracts and agreements with suppliers. This policy provides a reference for conflict-sensitive procurement activities throughout the mineral supply chain. LUJIA 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 and respect the recommendations of the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals

from Conflict-Affected and High-Risk Areas, Edition 3 published by the OECD (OECD Guidance) on disclosure of information. LUJIA commits to conducting supply chain due diligence using the six-step framework of Chinese Guidance (second edition) and the five-step framework of the OECD Guidance (third edition).

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，路加承诺采纳并广泛传播《中国矿产供应链尽责管理指南》第二版的相关内容，并将其纳入到与供应商签订的合同和协议之中。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。路加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，并尊重《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》（第三版）有关信息公开的建议。路加承诺采用《中国矿产供应链尽责管理指南》第二版的六步法框架以及《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》（第三版）的五步法框架进行供应链尽职调查。

The objective minerals of due diligence for LUJIA: Nickle/Cobalt

路加供应链尽责管理矿产种类：镍、钴

This Policy is applicable for Zhejiang Lujia New Materials Co., Ltd.

本政策适用于浙江路加新材料股份有限公司。

Regarding serious abuses associated with the extraction, transport or trade of minerals:

与矿产开采、运输、或交易有关的严重侵权行为：

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:

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：

the worst forms of child labour (Hazardous work is one of the worst forms of child labour);
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）；

any forms of torture, cruel, inhuman and degrading treatment;

任何形式的酷刑、残暴、不人道和有辱人格的待遇；

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;

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；

other gross human rights violations and abuses such as widespread sexual violence;

其他严重侵犯和践踏人权的行爲，如普遍的性暴力行为；

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

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。

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

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.

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。

Regarding direct or indirect support to non-state armed groups:

关于直接或间接支持非国家武装团体

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: 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。

illegally control mine sites or otherwise control transportation routes, points where minerals are traded and upstream actors in the supply chain; and/or 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 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 illegally tax or extort intermediaries, export companies or international traders.

对中间商、出口企业或国际贸易商非法征税或勒索。

Regarding risk management of direct or indirect support to non-state armed groups:

对向非国家武装团体提供直接或间接支持的风险管理

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.

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。

Regarding public or private security forces:

关于公共或私人安全武装：

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.

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 recognise 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.

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。

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 recognised 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.

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。

We will support efforts, or take steps, to engage with central or local authorities, international organisations and civil society organisations 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.

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

We will support efforts, or take steps, to engage with local authorities, international organisations and civil society organisations to avoid or minimise 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.

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合作，供应链上的矿产资源通过小作坊或小规模采矿方式开采的，避免或最大限度地降低公共或私人安全武装驻扎在矿区给弱势群体带来的不利影响，尤其是对小作坊的不利影响。

Regarding risk management of public or private security forces:

对公共或私人安全武装的风险管理：

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.

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。

Regarding bribery and fraudulent misrepresentation of the origin of minerals:

关于行贿受贿及矿产原产地的欺诈性失实陈述：

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 anticorruption.

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。

Regarding money laundering:

关于洗钱：

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.

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。

Regarding the payment of taxes, fees and royalties due to governments:

关于向政府支付的税收、费用及特许费：

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 recognised transparency standards.

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。

Regarding risk management of bribery and fraudulent misrepresentation of the origin of minerals, money-laundering and payment of taxes, fees and royalties to governments:

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

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 organisations, 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 measureable steps taken in reasonable timescales. We will suspend or discontinue engagement with upstream suppliers after failed attempts at mitigation of 6 months.

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。

Regarding occupational health and safety:

关于职业健康与安全

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.

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。

Regarding risk management of occupational health and safety:

关于职业健康与安全的风险管理：

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 previous paragraph.

如果我们有合理理由认为上游供应商提供如上一段落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。

Regarding child labour:

关于童工：

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.

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。

Regarding risk management of child labour:

关于童工的风险管理：

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.

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。

Regarding Environmental Protection:

关于环境保护：

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. Environment, climate, and human health, considering direct, induced, indirect, and cumulative impacts, including: Air pollution, including greenhouse gas emissions;

Water, including the seabed and marine environment, and including water pollution, water use, water quantity (floods or droughts), and access to water;
Soil, including soil pollution, soil erosion, land use, and land degradation;
Biodiversity, including the destruction of habitats, wildlife, plants, and ecosystems, including ecosystem services;
Harmful substances;
Noise and vibration;
Factory safety;
Energy usage;
Waste and residues;

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。环境、气候和人类健康，考虑直接、诱发、间接和累积影响，包括：

空气，包括温室气体排放等空气污染；

水，包括海底和海洋环境，并包括水污染、用水、水量和取水的途径；

土壤，包括土壤污染、土壤侵蚀、土地利用和土地退化；

生物多样性，包括对生境、野生动物、植物和生态系统，对生态系统服务的破坏；

有害物质；

噪声和振动；

工厂安全；

能源使用；

废物和残余物；

Regarding Exploitation of Resources: 关于资源开采：

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.

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。

Regarding Culture, Heritage Protection and Legally Protected Areas:

关于文化、遗产保护和法定保护区：

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.

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。

Regarding Risk Management of Environment, Culture, Heritage:

关于环境、文化、遗产的风险管理：

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.

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。

Regarding Risk Management of Environment, Culture, Heritage:

关于环境、文化、遗产的风险管理：

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.

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。

Comply with the internationally recognized due diligence framework listed in point 4 of Annex X of the EU Battery Regulation

符合欧盟电池法规附件 X 第 4 点所列国际公认的尽职调查框架

Comply with the International Bill of Human Rights, including the International Covenant on Civil and Political Rights and the International Covenant on Economic, Social and Cultural Rights;
Adhere to the United Nations Guiding Principles on Business and Human Rights;
Comply with the OECD Guidelines for Multinational Enterprises;
Adhere to the Tripartite Principles Declaration of the International Labour Organization on Multinational Enterprises and Social Policy;
Comply with the OECD Due Diligence Guidelines for Responsible Business Conduct;
Comply with the OECD Due Diligence Guidelines for Responsible Supply Chains of Minerals in Conflict Affected and High Risk Areas.
遵守《国际人权法案》，包括《公民权利和政治权利国际盟约》和《经济、社会、文化权利国际盟约》；
遵守《联合国工商业与人权指导原则》；
遵守经合发组织跨国企业准则；
遵守劳工组织关于多国企业和社会政策的三方原则宣言；
遵守《经合组织负责任商业行为尽职调查指南》；
遵守《经合组织关于受冲突影响和高风险地区矿产负责任供应链的尽职调查指南》。
Dissemination of the Policy:

政策变更与传播：

This policy will be reviewed and updated regularly in accordance with any changes that occur in operations, supply chain and other business relationships.

本政策将随运营、供应链与其他业务关系中出现的变化定期审阅和更新该尽责管理政策。

The Company informs the supplier of this policy and asks the suppliers to communicate this policy to their upstream .

本公司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。

Zhejiang Lujia New Materials Co., Ltd.

浙江路加新材料有限公司

September, 1st, 2024

2024年 9月 1 日

