

# 《合作伙伴行为准则》

## Code of Conduct for Partners

厦门海辰储能科技股份有限公司  
Xiamen Hithium Energy Storage Technology Co., Ltd.

厦门海辰储能科技股份有限公司（以下简称“海辰”、“海辰储能”或“本公司”）致力于以客户为中心，为全球提供安全、高效、清洁、可持续的绿色能源解决方案。

Xiamen Hithium Energy Storage Technology Co., Ltd. (hereinafter referred to as "Hithium", "Hithium Energy Storage" or "the Company") is committed to being customer-centric and providing safe, efficient, clean, and sustainable green energy solutions globally.

本行为准则中的合作伙伴指海辰储能的客户、供应商、承包商及与海辰储能有业务关系的所有外部利益相关方。

The term partners in this Code of Conduct refers to Hithium's customers, suppliers, contractors, and all external stakeholders who have business relationships with Hithium. 本行为准则旨在明确海辰储能对合作伙伴的 ESG 管理要求，确保合作伙伴采用符合社会责任的方式与海辰储能开展合作，促进产业链的可持续发展。

This Code of Conduct aims to clarify Hithium's ESG management requirements for partners, ensuring that partners cooperate with Hithium in a socially responsible manner and promoting the sustainable development of the industry chain.

本行为准则主要包括 E、S、G（环境、社会与治理）三个领域，包含环境管理标准、劳工标准、健康与安全标准、商业道德标准及管理体系五个方向。本准则是公司各类合作伙伴在开展业务时必须遵守的行为标准，不遵守本准则，公司有权自行决定不建立、暂停或终止合作伙伴的业务往来或合约关系。如合作伙伴在本行为准则之外同海辰储能就相关内容进行了其他的书面约定或向海辰储能作出其他承诺的，则应以标准或要求较高的约定内容为准。

This Code primarily includes three areas: E (Environmental), S (Social), and G (Governance), encompassing five dimensions: environmental management standards, labour standards, health and safety standards, business ethics standards, and management systems. This Code is the behavioural standard that all types of partners must comply with when conducting business with the Company. Failure to comply with this Code gives the Company the right to independently decide not to establish, suspend, or terminate business dealings or contractual relationships with the partner. If the partner has made other written agreements or commitments with Hithium regarding relevant content outside this Code of Conduct, the higher standard or stricter requirement shall prevail.

## 1. 环境 Environmental

## 1.1 环境管理 Environmental Management

环境责任应当是合作伙伴在生产和提供产品和服务过程中的必要条件。合作伙伴应严格遵守相应的法律法规要求，识别对环境产生的影响，并尽量减少对社区、环境和自然资源的不利影响，同时保障公众的健康和安全。

Environmental responsibility shall be an essential condition for partners during the production and provision of products and services. Partners shall strictly comply with applicable legal and regulatory requirements, identify environmental impacts, and minimize adverse effects on the community, environment, and natural resources while ensuring public health and safety.

### 1.1.1 环境许可证与报告

#### Environmental Permits and Reporting

合作伙伴应取得、维护并更新所有必需的环境许可证（如排放监控）、批准文书和登记证，并遵循其操作和报告要求。

Partners shall obtain, maintain, and update all necessary environmental permits (e.g., emission monitoring), approval documents, and registration certificates, and comply with their operational and reporting requirements.

### 1.1.2 预防污染和节约资源

#### Pollution Prevention and Resource Conservation

合作伙伴应从源头或通过增加污染控制设备，改进生产、维护和设施流程等做法或通过其他方式，最大限度地减少或消除污染物的排放、释放以及废弃物的产生；

Partners shall minimize or eliminate pollutant emissions, releases, and waste generation at the source or through pollution control equipment, improvements in production, maintenance, facility processes, or other practices;

合作伙伴应通过改进生产、维护和设施流程、使用替代性材料、重复使用、保护资源、回收利用等做法或其他方式使用自然资源，包括水、化石燃料、矿产和原始森林木材。

Partners shall use natural resources, including water, fossil fuels, minerals, and timber from virgin forests, through improvements in production, maintenance, and facility processes, substitution of materials, reuse, conservation, and recycling, or other practices.

### 1.1.3 有害物质

#### Hazardous Substances

合作伙伴应当识别、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，确保其得到安全处理、移动、储存、使用、回收或再利用和处置；

Partners shall identify, label, and manage chemicals, waste, and other materials that pose a hazard to humans or the environment to ensure safe handling, movement, storage, use, recycling or reuse, and disposal;

合作伙伴应跟踪和记录有害废弃物数据。

Partners shall track and record data on hazardous waste.

#### 1.1.4 固体废弃物

##### Solid Waste

合作伙伴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）；

Partners shall adopt systematic methods to identify, manage, reduce, responsibly dispose of, or recycle solid waste (non-hazardous waste);

合作伙伴应跟踪和记录固体废弃物数据。

Partners shall track and record data on solid waste.

#### 1.1.5 废气排放

##### Air Emissions

合作伙伴应针对经营过程中产生的挥发性有机化学物质、喷雾、腐蚀性物质、悬浮粒子、破坏臭氧层的物质及燃烧副产品，在排放之前应按要求进行分类、常规监测、控制和处理；

Partners shall classify, routinely monitor, control, and treat volatile organic chemicals, aerosols, corrosive substances, suspended particles, ozone-depleting substances, and combustion by-products generated during operations before discharge as required;

合作伙伴应对其大气排放控制系统的运行状况进行常规监测。

Partners shall routinely monitor the operational status of their air emission control systems.

#### 1.1.6 限用物质

##### Materials Restrictions

合作伙伴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）的所有适用法律、法规和客户要求。

Partners shall comply with all applicable laws, regulations, and customer requirements regarding the prohibition or restriction of specific substances in products and manufacturing, including labeling for recycling and disposal.

### 1.1.7 水资源管理

#### Water Management

合作伙伴应实施水资源管理计划，记录、分类和监测水资源及其使用和排放情况；

Partners shall implement a water management plan to record, classify, and monitor water sources, usage, and discharge;

合作伙伴应寻求节约用水的机会；

Partners shall seek opportunities to conserve water;

合作伙伴应控制污染渠道；

Partners shall control pollution channels;

所有废水在排放或处置前，合作伙伴应按要求进行分类、监测、控制和处理；

All wastewaters shall be classified, monitored, controlled, and treated as required before discharge or disposal;

合作伙伴应对其废水处理和控制系统的运行状况进行常规监控，以确保最佳性能及监管合规。

Partners shall routinely monitor the operational status of their wastewater treatment and control systems to ensure optimal performance and regulatory compliance.

### 1.1.8 能源消耗与温室气体排放

#### Energy Consumption and Greenhouse Gas Emissions

合作伙伴应跟踪、记录和公开报告能源消耗以及范围一、范围二和范围三（鼓励）的重要类别的温室气体排放；

Partners shall track, record, and publicly report energy consumption as well as significant categories of Scope 1, Scope 2, and Scope 3 (as encouraged) greenhouse gas emissions;

合作伙伴应寻找方法来提高能源效率，并最大程度地减少能源消耗与温室气体排放。

Partners shall seek methods to improve energy efficiency and minimize energy consumption and greenhouse gas emissions.

### 1.1.9 生物多样性、无森林砍伐或土地保护

#### Biodiversity, deforestation-free and land protection

鼓励合作伙伴将生物多样性、土地保护纳入自身环境风险管理，对原材料开采、生产场地开展生态风险排查，海辰将把生物多样性相关表现纳入供应链环境尽职调查与评估考量，引导供应链降低对生态系统的负面影响。

Partners are encouraged to integrate biodiversity and land protection into their own

environmental risk management and conduct ecological risk assessments for raw material mining and production sites. Hithium will incorporate biodiversity performance into supply chain environmental due diligence and evaluation to guide the supply chain in mitigating adverse impacts on ecosystems.

## 2. 社会 Social

### 2.1 劳工标准

#### Labour Standards

合作伙伴应承诺尊重员工人权，确保其享有尊严，并将该项承诺覆盖其所有员工，包括临时工、移民劳工、学生工、合同工、直接雇员和任何其他类型的员工。

Partners shall commit to respecting workers' human rights, ensuring their dignity, and extending this commitment to all workers, including temporary workers, migrant workers, student workers, contract workers, directly hired workers, and any other type of worker.

#### 2.1.1 禁止强迫劳动

##### Prohibition of Forced labour

不允许合作伙伴出现任何形式的强迫劳动，包括但不限于债役（包括债务质役）或契约劳动、非自愿或剥削性监狱劳动、奴役或贩卖人口，包括通过威胁、武力、胁迫、诱拐或欺诈等手段运送、窝藏、招募、转移或接收人员，以获取劳动或服务；

Partners shall not engage in any form of forced labour, including but not limited to bonded labour (including debt bondage) or indentured labour, involuntary or exploitative prison labour, slavery, or human trafficking, including the transport, harboring, recruitment, transfer, or receipt of persons by means of threat, force, coercion, abduction, or fraud for the purpose of labour or services;

对于员工在工厂内的行动自由及进出公司提供的员工宿舍或生活区等场所（若适用），合作伙伴不应设立不合理的限制；

Partners shall not impose unreasonable restrictions on workers' freedom of movement within the factory or access to facilities provided by the Company, such as worker dormitories or living quarters (if applicable);

作为雇佣流程的一部分，合作伙伴必须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，其中包括对雇佣条款和条件的说明。海外移民员工必须在离开原籍国/地区之前收到雇佣协议，并且在此类员工到达接收国/地区后，除了为符合当地法律和提供同等或更好的条件而作出的变更外，不得改换

或变更雇佣协议；

As part of the hiring process, partners must provide all workers with a written employment agreement in their native language or a language they can understand, specifying the terms and conditions of employment. Overseas migrant workers must receive the employment agreement before leaving their home country/region, and such agreements shall not be altered upon their arrival in the destination country/region unless changes are made to comply with local laws or provide equal or better conditions;

合作伙伴员工所有工作均应出于自愿，员工可随时自由离职或终止其雇佣关系，如给予合理通知（应在员工合同中明确规定），则不必支付任何罚款；

All work shall be voluntary, and workers shall be free to leave their employment or terminate their employment relationship at any time without penalty if reasonable notice is given, which shall be clearly stated in workers' contracts;

合作伙伴应保留所有离职员工的相关文件。雇主、代理和子代理不得持有或以其他方式销毁、隐藏或没收身份证件或移民证件，如政府签发的身份证明、护照或工作许可证；

Partners shall retain relevant documentation for all departing workers. Employers, agents, and sub-agents shall not hold, destroy, conceal, or confiscate identity documents or immigration documents, such as government-issued identification, passports, or work permits;

如雇主为遵守当地法律而有需要，可持有员工上述证件，但在任何时候都不得拒绝员工查阅其证件；

If an employer needs to hold such documents to comply with local laws, workers must still have unrestricted access to their documents at all times;

员工无需为其受雇而向雇主的代理或子代理支付招聘费或其他相关费用。如果发现员工支付过任何上述费用，应将该费用退还给员工。

Workers shall not pay any recruitment fees or other related fees to the employer's agents or sub-agents for their employment. If such fees have been paid, they must be reimbursed to the workers.

## 2.1.2 未成年员工

### Young Workers

合作伙伴在生产任何阶段均不得使用童工。（注：在中国，童工指任何未满 16 岁的员工，在其他国家为 15 岁；不满 18 岁的员工（未成年员工）不得从事可能

危及其健康或安全的工作，包括夜班和加班）；

Partners shall not use child labour at any stage of production. (Note: In China, child labour refers to workers under the age of 16, and in other countries, under the age of 15. Workers under the age of 18 (Young Workers) shall not engage in work that may endanger their health or safety, including night shifts or overtime work);

如发现雇佣童工，应及时提供协助/补救措施。

If child labour is identified, immediate assistance/remediation measures must be provided.

### 2.1.3 工作时间

#### Working Hours

合作伙伴员工工作时间不得超过当地法律规定的最长时间；

Partners shall ensure that workers' working hours do not exceed the maximum limit set by local law;

合作伙伴员工每周工作时间（包括加班时间）不得超过 60 小时，紧急情况或异常情况除外；

Workers' total working hours per week (including overtime) shall not exceed 60 hours, except in emergencies or exceptional circumstances;

员工所有加班均应出于自愿；

All overtime must be voluntary;

员工每七天应至少休息一天。

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

### 2.1.4 工资和福利

#### Wages and Benefits

合作伙伴应向员工支付的薪酬应符合所有适用的工资法律，包括有关最低工资、加班时间和法定福利在内的各项法律；

Partners shall pay workers wages that comply with all applicable wage laws, including those relating to minimum wage, overtime, and legally mandated benefits;

应保障所有员工同工同酬、同资同酬；

Partners shall ensure equal pay for equal work and equitable pay for comparable work;

合作伙伴应按高于正常小时工资的标准向员工支付加班报酬；

Partners shall pay workers overtime wages at a rate higher than their normal hourly rate;

合作伙伴禁止将扣减工资作为纪律处罚措施；

Partners shall not use wage deductions as a disciplinary measure;

在每个记薪周期，合作伙伴应及时向员工提供清晰易懂的工资单，该工资单应包含足够的信息，能够核算付出的劳动所得的报酬是否准确；

In each pay cycle, partners shall provide workers with a clear and comprehensible wage statement that includes sufficient information to verify the accuracy of compensation for work performed;

合作伙伴使用临时工、派遣工和外包工应符合当地法律限制。

The use of temporary workers, dispatch workers, and outsourced workers by partners must comply with local legal restrictions.

## 2. 1. 5 不歧视/不骚扰/人道待遇

### Non-Discrimination/Non-Harassment/Humane Treatment

合作伙伴应承诺提供没有骚扰及非法歧视的工作场所；

Partners shall commit to providing a workplace free from harassment and unlawful discrimination;

合作伙伴不得对员工实施暴力、基于性别的暴力、性骚扰、性虐待、体罚、精神或身体胁迫、霸凌、公开羞辱或言语侮辱等严苛的非人道行为，亦不得威胁要实施任何此类行为；

Partners shall not subject workers to harsh or inhumane treatment, including violence, gender-based violence, sexual harassment, sexual abuse, corporal punishment, mental or physical coercion, bullying, public humiliation, or verbal abuse, nor shall they threaten to engage in any such treatment;

合作伙伴不得因人种、肤色、年龄、性别、性取向、性别认同或性别表现、种族或国籍、身心障碍、怀孕、宗教、政治派别、工会成员身份、受保护的退伍军人身份、受保护的遗传信息或婚姻状况等在招聘和雇佣过程（如工资、晋升、奖励和培训机会等）中歧视或骚扰员工；

Partners shall not discriminate or harass workers in hiring and employment practices (such as wages, promotions, rewards, and training opportunities) based on race, skin color, age, gender, sexual orientation, gender identity or expression, ethnicity or nationality, disability, pregnancy, religion, political affiliation, union membership, protected veteran status, protected genetic information, or marital status;

合作伙伴应清楚制定支持这些要求的纪律政策和规程，并传达给员工；

Partners shall clearly define and communicate disciplinary policies and procedures supporting these requirements to workers;

合作伙伴应为员工的宗教活动和身心障碍情况提供合理便利；

Partners shall provide reasonable accommodation for workers' religious practices and disabilities;

合作伙伴不应强迫员工或准员工接受可能带有歧视性目的的医学检查或体检。

Partners shall not require workers or potential workers to undergo medical tests or physical exams that could have discriminatory purposes.

#### 2.1.6 结社自由与集体谈判

##### Freedom of Association and Collective Bargaining

合作伙伴应尊重所有员工自愿组建和加入工会、进行集体谈判与和平集会以及拒绝参加此等活动的权利；

Partners shall respect all workers' rights to freely form and join unions, engage in collective bargaining, and peacefully assemble, as well as their right to refrain from such activities;

如果结社自由和集体谈判的权利受到适用法律和法规的限制，则合作伙伴应允许员工选举和加入其他合法形式的员工代表组织。

Where the rights to freedom of association and collective bargaining are restricted under applicable laws and regulations, partners shall allow workers to elect and join other lawful forms of worker representative organizations.

#### 2.2 健康与安全

##### Health and Safety

合作伙伴应了解，除了有助于减少与工作相关的伤害与疾病外，安全健康的工作环境还可以提高产品和服务质量，有利于促进生产、提高员工留任率并提升员工士气。合作伙伴还应了解持续的员工投入和教育对于发现和解决工作场所中的健康与安全问题至关重要。

Partners should understand that, in addition to reducing work-related injuries and illnesses, a safe and healthy work environment can improve product and service quality, promote production, enhance worker retention, and boost worker morale. Partners should also recognize that continuous worker engagement and education are crucial to identifying and addressing health and safety issues in the workplace.

##### 2.2.1 职业健康与安全

##### Occupational Health and Safety

合作伙伴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）；

Partners shall use a hierarchy of control measures to identify, assess, and mitigate potential health and safety hazards (e.g., chemical, electrical, and other energy sources, fire, vehicle, and fall hazards) that workers may encounter;

如果通过上述方式无法有效地控制危险，合作伙伴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；

If the above measures cannot effectively control hazards, partners shall provide workers with appropriate and well-maintained personal protective equipment and educational materials regarding the risks associated with these hazards;

合作伙伴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。

Partners shall implement gender-equity measures, such as avoiding placing pregnant or nursing women in work environments that could harm them or their children, and providing reasonable accommodations for nursing mothers.

### 2.2.2 应急准备

#### Emergency Preparedness

合作伙伴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；

Partners shall identify and assess potential emergencies and incidents, and minimize their impact by implementing emergency plans and response procedures, including emergency reporting, worker notification and evacuation procedures, training, and drills;

合作伙伴应至少每年进行一次紧急演练，或按照当地法律的规定（以较严格的为准）进行；

Partners shall conduct emergency drills at least once a year or as required by local laws (whichever is stricter);

合作伙伴制定的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。

Partners' emergency plans shall include appropriate fire detection and suppression equipment, unobstructed exits, adequate exit facilities, emergency contact information, and recovery plans.

### 2.2.3 工伤和疾病

#### Occupational Injury and Illness

合作伙伴应制定程序和体系以预防、管理、跟踪和报告工伤和疾病，包括做出以下规定：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；

Partners shall establish procedures and systems to prevent, manage, track, and report work-related injuries and illnesses, including: encouraging worker reporting, classifying and recording injury and illness cases, providing necessary medical services, investigating cases and taking corrective actions to eliminate the sources of accidents, and assisting workers in returning to work;

合作伙伴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。

Partners shall allow workers to evacuate in the face of imminent harm and not require them to return until the situation is resolved, without fear of retaliation.

#### 2.2.4 工业卫生

##### Industrial Hygiene

合作伙伴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；

Partners shall use a hierarchy of control measures to identify, assess, and control hazards to workers posed by chemical, biological, and physical agents;

当无法充分控制危险时，合作伙伴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；

When hazards cannot be adequately controlled, partners shall provide workers with appropriate and well-maintained personal protective equipment free of charge and ensure its proper use;

合作伙伴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；

Partners shall provide a safe and healthy work environment for workers and maintain this environment through systematic monitoring of workers' health conditions and the work environment;

合作伙伴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；

Partners shall provide occupational health monitoring and regularly assess whether workers' health has been compromised due to occupational exposure;

合作伙伴应持续开展职业健康保护计划，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。

Partners shall continuously implement occupational health protection programs, which should include risk education materials related to workplace hazards.

#### 2.2.5 强体力型工作

##### Physically Demanding Work

合作伙伴应当识别、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。

Partners shall identify, assess, and control the impact of physically demanding work on workers, including manual handling/loading and unloading of materials, repetitive lifting of heavy objects, prolonged standing, and highly repetitive or forceful assembly work.

#### 2.2.6 机械安全防护

##### Machine Safeguarding

合作伙伴应评估生产机械和其他机械是否存在安全隐患；

Partners shall assess production and other machinery for safety hazards;

对于可能对员工造成伤害的机械，合作伙伴应装配物理防护装置、联锁装置和屏障，并正确地进行维护。

For machinery that could pose injury risks to workers, partners shall install physical guards, interlocks, and barriers and maintain them properly.

#### 2.2.7 公共卫生、饮食和住宿

##### Sanitation, Food, and Housing

合作伙伴应向员工提供干净的洗手间设施、饮用水和卫生的食品配制、存储和用餐设施；

Partners shall provide workers with clean toilet facilities, potable water, and sanitary facilities for food preparation, storage, and consumption;

合作伙伴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与生活必须的物品和空间。

Worker dormitories provided by partners or labour agents shall be clean, safe, and equipped with appropriate emergency exits, basic living necessities, and adequate space.

#### 2.2.8 健康与安全沟通

##### Health and Safety Communication

合作伙伴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；

Partners shall provide workers with appropriate workplace health and safety information and training in their native language or a language they understand, covering all identified workplace hazards, including but not limited to mechanical, electrical, chemical, fire, and physical hazards;

合作伙伴应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；

Partners shall clearly post health and safety-related information in factory areas or other locations where it is easily visible and accessible to workers;

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）；

Health information and training shall include content specific to risks for particular groups, such as gender and age (if applicable);

合作伙伴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；

Partners shall provide training to all workers before they begin work and conduct regular training after work has commenced;

合作伙伴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。

Partners shall encourage workers to raise any health and safety concerns without fear of retaliation.

### **3. 治理 Governance**

#### **3.1 道德**

##### **Ethics**

为履行社会责任并确立市场成功地位，合作伙伴及其代理机构应坚持最高的道德标准。

To meet social responsibility and establish market success, partners and their agents shall adhere to the highest ethical standards.

##### **3.1.1 商业诚信**

##### **Business Integrity**

合作伙伴应在所有商业交往中都应秉承最高的诚信标准；

Partners shall uphold the highest standards of integrity in all business interactions;

合作伙伴应采取零容忍政策，禁止任何及所有形式的贿赂、腐败、敲诈勒索和贪污。

Partners shall adopt a zero-tolerance policy prohibiting all forms of bribery, corruption,

extortion, and embezzlement.

### 3.1.2 无不正当优势

#### No Improper Advantage

合作伙伴不得承诺、提供、授权、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；

Partners shall not promise, offer, authorize, give, or accept bribes or other forms of benefits to obtain illegal or improper advantages;

禁止合作伙伴为获得或保留业务、指示将业务交给任何个人或者以其他方式获得不正当优势而直接或间接通过第三方承诺、提供、授权、给予或接受任何有价之物；

Partners are prohibited from directly or indirectly promising, offering, authorizing, giving, or accepting anything of value through third parties to secure or retain business, direct business to any individual, or otherwise gain an improper advantage;

合作伙伴应实施监控、记录保留与执行规程，以确保遵守反腐败法律。

Partners shall implement monitoring, record-keeping, and enforcement procedures to ensure compliance with anti-corruption laws.

合作伙伴须全面识别、主动申报并严格规避各类利益冲突，且对已发生的利益冲突应采取岗位回避、业务隔离等缓释措施。

Partners shall fully identify, proactively disclose and strictly avoid all types of conflicts of interest, and implement mitigation measures such as job recusal and business segregation for any actual conflicts of interest that arise.

### 3.1.3 信息披露

#### Disclosure of Information

合作伙伴的所有业务往来均应透明，并准确记录；

All business dealings conducted by partners shall be transparent and accurately recorded; 合作伙伴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。

Partners shall disclose information regarding labour, health and safety, environmental practices, business activities, structure, financial status, and performance in accordance with relevant regulations and prevailing industry practices. Falsification of records or misrepresentation is prohibited.

### 3.1.4 知识产权

## Intellectual Property

合作伙伴应尊重知识产权，其技术或经验知识的转让应以保护知识产权的方式进行，并且应保护客户和合作伙伴的信息安全。

Partners shall respect intellectual property rights. Transfer of technology or know-how must be conducted in a manner that protects intellectual property rights and safeguards the information security of customers and partners.

### 3.1.5 公平交易、广告宣传和竞争

#### Fair Business, Advertising and Competition

合作伙伴应秉持公平交易、广告宣传和竞争的标准；

Partners shall adhere to the standards of fair business, advertising, and competition;

严禁合作伙伴及其员工与同业竞争者开展任何串通行为，不得实施价格操纵、串通招投标、交换竞品价格/成本/客户等竞争性敏感信息，扭曲市场公平竞争的违规反竞争行为；

Partners and their employees are strictly prohibited from colluding with industry competitors, and shall not engage in anti-competitive violations that distort fair market competition, including price-fixing, bid-rigging, and exchanging competitively sensitive information such as competitors' prices, costs and customer data;

禁止通过虚假宣传、恶意诋毁竞品、排他性合作条款等方式扰乱正常市场秩序。

False promotion, malicious slander of competing products, exclusive cooperation clauses and other acts that disrupt the normal market operation order are forbidden.

### 3.1.6 身份保护和禁止报复

#### Protection of Identity and Non-Retaliation

除非法律禁止，否则合作伙伴应维护相关规程，确保向合作伙伴和员工举报者提供保护，确保其举报的保密性及匿名性；

Unless prohibited by law, partners shall maintain programs to protect the confidentiality and anonymity of whistle-blowers, including workers and other stakeholders who report concerns;

合作伙伴应制定沟通流程，以便其员工能够提出任何疑虑，而不必担心遭到报复。

Partners shall establish communication mechanisms to enable workers to raise concerns without fear of retaliation.

### 3.1.7 负责任的矿产采购

## Responsible Sourcing of Minerals

合作伙伴应采取政策，保障在为海辰储能采购的任何商品中，对涉及钽、锡、钨、金和其他矿产的来源和监管链开展尽职调查，以合理确保其来源符合《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》或同等和公认的尽职调查框架。

Partners shall adopt policies to safeguard that due diligence is conducted on the source and chain of custody of any commodities procured for Hithium Energy Storage involving tantalum, tin, tungsten, gold and other minerals to reasonably ensure that the source is in accordance with the Organisation for Economic Co- operation and Development Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas, or an equivalent and recognized due diligence due diligence framework.

### 3.1.8 隐私与信息保护

#### Privacy

合作伙伴应承诺保护与其有业务往来的所有人士（包括合作伙伴、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、传输和分享个人信息时，应遵守隐私和信息安全法律及监管要求。

Partners shall commit to protecting the personal information of all individuals with whom they do business (including partners, customers, consumers, and workers) to meet the reasonable privacy expectations of those individuals. Participants shall comply with privacy and information security laws and regulatory requirements when collecting, storing, processing, transmitting, and sharing personal information.

### 3.2 管理体系

#### Management Systems

合作伙伴应采用或建立范围与本准则内容相关的管理体系。在设计该管理体系时，应确保：遵守与参与者的经营和产品相关的适用法律、法规及客户要求；符合本准则；并识别并降低与本准则相关的经营风险。

Partners shall adopt or establish a management system whose scope relates to the contents of this Code. In designing such management system, the Partners shall ensure compliance with applicable laws, regulations and customer-related requirements governing their operations and products; alignment with this Code; as well as the identification and

mitigation of business risks associated with this Code.

### 3.2.1 公司承诺

#### Company Commitment

合作伙伴应制定人权、健康和安全、环境和道德政策声明，确认其对尽职调查和持续改进的承诺，并获得执行管理层的认可；

Partners shall formulate policy statements on human rights, health and safety, environment, and ethics, affirming their commitment to due diligence and continuous improvement, and secure senior management's endorsement;

合作伙伴的政策声明应予以公布，并以员工能够理解的语言通过员工均可访问的渠道传达给员工。

Policy statements shall be made publicly available and communicated to workers in a language they understand through accessible channels.

### 3.2.2 管理层问责和责任

#### Management Accountability and Responsibility

明确指明负责确保实施管理体系和相关计划的高级执行管理人员和公司代表；

Senior executive management and Company representatives responsible for implementing management systems and related programs shall be clearly identified;

合作伙伴的高级管理层应定期审查管理体系的状态。

Partners' senior management shall periodically review the status of the management system.

### 3.2.3 法律要求与客户要求

#### Legal and Customer Requirements

合作伙伴应采用或建立用以识别、监控和了解适用法律、法规和客户要求（包括本准则的要求）的流程。

Partners shall adopt or establish processes to identify, monitor, and understand applicable laws, regulations, and customer requirements (including those of this Code).

### 3.2.4 风险评估与风险管理

#### Risk Assessment and Risk Management

合作伙伴应采用或建立用以识别与参与者经营相关的法律合规、环境、健康与安全及劳工实践和道德风险（包括严重人权和环境影响的风险）的流程；

Partners shall adopt or establish processes to identify risks related to legal compliance, environmental health and safety, labour practices, and ethics, including risks of severe

human rights and environmental impacts associated with their operations;

合作伙伴应确定各风险的相对重要程度，并实施适当的程序和物理控制措施，以控制已识别风险并确保监管合规。

Partners shall determine the relative significance of these risks and implement appropriate procedures and physical controls to manage identified risks and ensure regulatory compliance.

### 3.2.5 改进目标

#### Improvement Objectives

合作伙伴应制定书面绩效目标、指标和实施计划，以提高参与者的社会、环境、健康和安全绩效（包括定期评估参与者在实现这些目标方面的绩效）。

Partners shall establish written performance objectives, targets, and implementation plans to improve their social, environmental, health, and safety performance (including periodically assessing their progress toward these objectives).

### 3.2.6 培训

#### Training

合作伙伴应制定管理人员和员工培训计划，以实施参与者的政策、规程和改进目标，并满足适用的法律和监管要求。

Partners shall implement training programs for managers and workers to effectively execute their policies, procedures, and improvement objectives and meet applicable legal and regulatory requirements.

### 3.2.7 沟通

#### Communication

合作伙伴应建立用以向员工、合作伙伴和客户清晰准确地传达有关参与者政策、实践、期望和绩效信息的流程。

Partners shall establish processes to clearly and accurately communicate information about their policies, practices, expectations, and performance to workers, partners, and customers.

### 3.2.8 员工/利益相关者的参与和获得补救

#### Worker/Stakeholder Engagement and Access To Remedy

合作伙伴应建立与员工、其代表以及其他利益相关者（如相关或必要）进行持续双向沟通的流程，从而获取有关本准则所涵盖的经营实践和状况的反馈，并促进持续改进；

Partners shall establish ongoing, two-way communication processes with workers, their representatives, and other stakeholders (as relevant or necessary) to obtain feedback on practices and conditions covered by this Code and to foster continuous improvement;

合作伙伴应为员工提供安全的环境，便于其提出申诉和反馈，而不必担心遭到打击报复。

Partners shall provide workers with a safe environment to raise grievances and feedback without fear of retaliation.

### 3.2.9 审核与评估

#### Audits and Assessments

合作伙伴应定期进行自我评估，以确保符合与社会责任和环境责任相关的法律和监管要求、本准则内容的要求及客户合同要求。

Partners shall conduct regular self-evaluations to ensure compliance with legal and regulatory requirements related to social and environmental responsibility, the requirements of this Code, and contractual requirements from customers.

### 3.2.10 纠正措施流程

#### Corrective Action Processes

合作伙伴应建立用以及时纠正内部或外部评估、检查、调查及审查中发现的缺陷的流程。

Partners shall establish processes to timely address deficiencies identified through internal or external assessments, inspections, investigations, and audits.

### 3.2.11 文件和记录

#### Documentation and Records

合作伙伴应创建并维护文件和记录，以确保监管合规并遵守公司的要求及符合保护隐私的相关保密条款。

Partners shall create and maintain documentation and records to ensure regulatory compliance, meet Company requirements, and adhere to relevant confidentiality and privacy protection clauses.

### 3.2.12 合作伙伴责任

#### Partner Responsibility

合作伙伴应建立用以向合作伙伴传达本准则要求，并监督其遵守本准则之情况的流程。

Partners shall establish processes to communicate the requirements of this Code to their own partners and to monitor their compliance with this Code.

厦门海辰储能科技股份有限公司

Xiamen Hithium Energy Storage Technology Co., Ltd.

2025 年 11 月

November 2025