

寒锐钴业负责任矿产供应链尽责管理政策和承诺 (第4版修订)

Policy and Commitment of Due Diligence on Responsible Mineral Supply Chain of Hanrui Cobalt (4th Edition Revised)

认识到在受冲突影响和高风险区域从事矿产开采、交易、处理、出口等经营活动存在可能形成重大负面影响的风险,并认识到公司有尊重人权、不助长冲突的责任,寒锐承诺采纳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》(以下简称“中国指南”)和经济合作与发展组织(OECD)发布的《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)》(以下简称“OECD指南”)以及其他公认的国际标准,制定公司供应链政策和承诺,管理受冲突影响和高风险地区的矿石采购实践。寒锐将广泛传播该政策,并将据此管理供应商的相关采购实践。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,或者在适用的情况下,遵守执行此类决议的国内法律。

Recognizing that risks of significant adverse impacts which may be associated with extracting, trading, handling and exporting minerals from conflict-affected and high-risk areas, and recognizing that we have the responsibility to respect human rights and not contribute to conflict, Hanrui commits to adopting the following policy and commitment on due diligence of responsible mineral supply chains, based on *Chinese Due Diligence Guidelines for Responsible Mineral Supply Chains*, published by China Chamber of Commerce of Metals, Minerals & Chemicals Importers & Exporters (CCMCC), *OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas, Edition 3* published by OECD (OECD Guidance) and other internationally recognized standards, as a common reference for mineral sourcing practices from conflict-affected and high-risk areas. Hanrui commits to widely disseminating the policy and supervising sourcing practices of its suppliers. Hanrui commits to refraining from any action which contributes to the

financing of conflict, and following relevant United Nations sanctions resolutions or, where applicable, domestic laws implementing such resolutions.

为此，寒锐将围绕以下几个方面开展供应链风险识别、评估与管控：

To this end, Hanrui conducts risk identification, assessment, and management centering on following aspects:

1 与矿产开采、运输或交易有关的严重侵权行为

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

1.1 在高风险区域开展采购或经营活动时，我们既不会容忍也不会以任何方式获利于、帮助、协助或便利任何一方使用或实施：

While sourcing from, or operating in, conflict-affected and 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:

- 1) 最恶劣形式的童工（危害性工作是最恶劣形式童工中的一种）；
the worst forms of child labor, which include Hazardous work.
- 2) 任何形式的酷刑、残暴、不人道和有辱人格的待遇；
any forms of torture, cruel, inhuman and degrading treatment.
- 3) 任何形式的强迫或强制劳动，即以惩罚相威胁，在他人非自愿的情况下迫使从事一切劳动或服务；
any forms of forced or compulsory labour, which means work or service exacted from any person under the menace of penalty, and for which said person has not offered himself voluntarily.
- 4) 其他严重侵犯和践踏人权的的行为，如普遍的性暴力行为；
other gross human rights violations and abuses such as widespread sexual violence.
- 5) 战争罪、反人类罪、种族灭绝罪或其他严重违反国际人道法的行为。

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

1.2 对严重侵权行为的风险管理

Regarding risk management of serious abuses:

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 1.1 条中所规定的严重侵权行为的任何一方采购或与该方有关联，我们将立即中断或终止与该上游供应商的合作。

We will immediately suspend or discontinue engagement with upstream suppliers where we identify a reasonable risk that they are sourcing from, or linked to, any party committing serious abuses as defined in paragraph 1.1

2 直接或间接支持非国家武装团体

Regarding direct or indirect support to non-state armed groups

2.1 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支持的行为。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。这些武装团体或关联方：

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:

1) 非法控制矿区，或以其他方式对运输路线、矿产资源交易地和供应链的上游行为主体进行控制；并/或

Illegally control mine sites or otherwise control transportation routes,

points where minerals are traded, and upstream actors in the supply chain;
and/or

2) 在矿区入口、通往矿区沿线或矿产资源交易地非法征税、勒索钱财
或自然资源；并/或

Illegally tax or extort money or minerals at points of access to mine sites,
along transportation routes or at points where minerals are traded; and/or

3) 对中间商、出口企业或国际贸易商非法征税或勒索。

Illegally tax or extort intermediaries, export companies or international
traders.

2.2 对向非国家武装团体提供直接或间接支持的风险管理

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

如果我们有合理理由认为，上游供应商正从非国家武装团体（见第 2.1
条中定义）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，
我们将立即中断或终止与该供应商的合作。

We will immediately suspend or discontinue engagement with upstream
suppliers where we identify a reasonable risk that they are sourcing from, or
linked to, any party providing direct or indirect support to non-state armed
groups as defined in paragraph 2.1

3 公共或私人安全武装

Regarding public or private security forces

3.1 我们同意根据第 3.6 条之规定，杜绝向非法控制矿区、运输路线、矿产
资源交易地和供应链上游参与方，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，以及对中间商、出口企业
或国际贸易商非法征税或勒索钱财的公共或私人安全武装提供直接或
间接支持。

We agree to eliminate, in accordance with paragraph 3.6, 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.

- 3.2 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仅用于维护法治，包括保障人权、保护矿工、维护设备和设施安全、保护矿区或运输路线，使合法的开采和交易不受干扰。

We recognize that the role of public or private security forces at the mine sites and/or surrounding areas and/or along transportation routes should be solely to maintain the rule of law, including safeguarding human rights, providing security to mine workers, equipment and facilities, and protecting the mine site or transportation routes from interference with legitimate extraction and trade.

- 3.3 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已经签订合同的情况下，我们承诺或者将规定，这类安全武装符合国际认可的标准。尤其是，我们将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雇用。

Where we or any company in our supply chain contract public or private security forces, we commit to, or we will require that such security forces will be engaged following principles or standards internationally recognized. We will support or take steps, to adopt screening policies to ensure that we will not hire individuals or units of security forces that are known to have committed gross human rights abuses.

- 3.4 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，共同为提高公共安全武装安保费用的透明度、相称性和问责有效性找到可行的解决方案。

We will support efforts, or take steps, to engage with central or local authorities, international organizations, and civil society organizations to contribute to workable solutions on how transparency, proportionality and

accountability could be improved in payments made to public security forces for the provision of security.

- 3.5 我们将支持或采取措施，与当地政府，国际组织和民间组织开展合作，避免或最大限度地减轻驻扎在矿区的公共或私人安全武装给弱势群体带来的不利影响，尤其是供应链上以手采或小规模采矿方式开采矿产资源的群体。

We will support efforts, or take steps, to engage with local authorities, international organizations, and civil society organizations to avoid or minimize the exposure of vulnerable groups, in particular, artisanal miners where minerals in the supply chain are extracted through artisanal or small-scale mining, to adverse impacts associated with the presence of security forces, public or private, on mine sites

- 3.6 对公共或私人安全武装相关的风险管理

Regarding risk management of public or private security forces:

如果发现在一定程度上可能存在此类风险，我们将根据企业在供应链上所处的具体位置，立即与供应商和利益相关方一起制定、采用和实施风险管理计划，从而预防或降低第 3.1 条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。如果风险管理计划实施六个月未奏效，我们将中断或终止与上游供应商的合作。若发现在可能存在违背第 3.4 条和第 3.5 条中所述行为的风险，我们将采取同样的应对措施。

In accordance with the specific position of the company in the supply chain, we will immediately devise, adopt and implement a risk management plan with upstream suppliers and other stakeholders to prevent or mitigate the risk of direct or indirect support to public or private security forces, as identified in paragraph 3.1, 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 3.4 and 3.5, we will respond in the same vein.

4 行贿受贿、矿产原产地的欺诈性失实陈述、洗钱，以及向政府支付的税收、费用及特许费

Regarding bribery, fraudulent misrepresentation of the origin of minerals, money laundering, the payment of taxes, fees, and royalties due to governments

4.1 **行贿受贿、矿产原产地的欺诈性失实陈述：**我们抵制索贿，不会直接或间接地提出、承诺、给予或索要任何贿赂。我们同样不会因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 bribery, fraudulent misrepresentation of the origin of minerals: We will not offer, promise, give or demand any bribes, and will resist the solicitation of bribes and the violation of international anti-corruption standards or practices 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.

4.2 **洗钱：**如果我们有合理理由认为，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通过非法征税或勒索而得的矿产资源引起的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 money laundering: 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.

4.3 **向政府支付的税收、费用及特许费：**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、交易、出口相关的合法税收、费用和特许费，并承诺根据企业在供应链上所处位置和国际认可的透明度标准

对此类支付进行披露。

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

We will ensure that all taxes, fees, and royalties related to mineral extraction, trade and export from conflict-affected and 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 the principles internationally recognized.

4.4 对上述行为的风险管理

Regarding risk management of above aspects:

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、民间社会团体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有效措施防范或降低负面影响的风险之目的，对绩效进行改善或跟踪。若风险降低措施实施六个月仍未奏效，我们将中断或终止与上游供应商的合作。

In accordance with the specific position of the company in the supply chain, we commit to engage with suppliers, central or local governmental authorities, international organizations, civil society and affected third parties, as appropriate, to improve and track performance with the aim of preventing or mitigating risks through measurable steps taken in reasonable timescales. We will suspend or discontinue engagement with upstream suppliers after failed attempts at risk mitigation within 6 months starting from the adoption of risk management plan.

5 职业健康与安全

Regarding occupational health and safety

- 5.1 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人身安全的职业健康与安全环境的一方，不会从该方处采购或与之存在关联。严重威胁人身安全或职业健康的行为，包括但不限于以下几种情

形:

While sourcing from, or operating in high-risk areas, we will not profit from, assist with, facilitate, source from, or be linked to, any party providing to its direct and / or indirect employees and / or any person present at its production or operations sites life-threatening working environment or working conditions that impact occupational health and safety. Those misconducts include but are not limited to:

1) 违反相关的法律法规;

Violating related laws and regulations

2) 使用不安全的建筑物或工作场所;

Using buildings not in safe status as working place

3) 在不保证安全的情况下接触危险机械、设备和/或物质。

Exposure to hazardous machines, equipment and/or materials without assurance of safety.

5.2 与职业健康和安全相关的风险管理

Regarding risk management of occupational health and safety

如果我们有合理理由认为上游供应商从提供如第 5.1 条中所定义的威胁到生命的职业健康和安全环境的任何一方采购或与之存在关联，我们将立即中断或终止与该供应商的合作。

We will immediately suspend or discontinue engagement with upstream suppliers where we identify a reasonable risk that they are sourcing from or linked to any party providing life threatening occupational health and safety conditions as defined in paragraph 5.1.

6 童工

Regarding child labor

6.1 在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的任意一方，也不会从该方采购或与之有关联。如果东道国没有相关的

法律或法规规定，则根据国际劳工组织 138 号公约关于最低工作年龄的规定或其他相关国际法规，以其中较高的为准

While sourcing from, or operating in high-risk areas, we will not employ, profit from, assist with, facilitate, source from, or be linked to, any party employing, profiting from, assisting with, or facilitating the employment of any kind of children under the minimum working age legally prescribed by the host country laws and regulations. If there is no such law or regulation in host country, the minimum working age must conform to the Convention 138 of ILO or other relevant international law or regulations, whichever higher.

6.2 与童工相关的风险管理

Regarding risk management of child labor

如果我们有合理理由认为存在该风险，即上游供应商正从符合第 6.1 条描述的任何一方雇佣童工、进行采购或与该方有关联，我们将立即中断或终止与该供应商的合作。

We will immediately suspend or discontinue engagement with upstream suppliers where we identify a reasonable risk that they are sourcing from, or linked to, any party employing children under the minimum working age as defined in paragraph 6.1.

7 环境保护、资源开采、文化和遗产保护，以及手采矿或小规模采矿

Regarding environmental protection, nature resource mining, cultural heritage protection, and ASM

7.1 **环境保护：**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、空气和水造成重大不利影响，严重违反当地相关法律法规的一方，也不会从该方采购或与之有关联。我们将支持或采取措施定期评估，降低采矿对土壤、空气和水造成的不利影响。

Environmental protection: While sourcing from, or operating in high-risk areas, we will not profit from, assist with, source from, facilitate, or be linked to any party whose business activities exercise significant adverse impacts

on ambient soil, air and water, or acts in gross violation of local laws and regulations. We will support the efforts or make assessment periodically to minimize the adverse impacts of extraction on soil, air and water.

- 7.2 **资源开采:** 我们不参与、不容忍、也不受益于在未事先获得当地人和土著人自由知情同意,或在非法获得法定所有权、租赁权、特许权或许可证或违反当地法律的土地或领地上开采资源。

Nature resource mining: We do not participate in, tolerate, or profit from the exploitation of resources on land or territory where the free, prior and informed consent of local and indigenous peoples has not been obtained, or a legal title, lease, concession, or license has been obtained illegally, or national laws have been violated

- 7.3 **文化、遗产保护和法定保护区:** 我们不参与、不容忍、也不受益于任何有损当地人和土著人文化遗产的采矿作业,以及在法定保护区进行的采矿作业。

Culture, Heritage Protection and Legally Protected Areas: we do not participate in, tolerate, or profit from any mining operations or sourcing practices that are conducted in legally protected areas or reserves, or where culture and heritage of local and indigenous populations are not respected or protected.

- 7.4 **手采矿或小规模采矿:** 我们具体关注与手采矿或小规模采矿商相关的强迫劳动、童工、不安全工作条件、不受控危险化学品使用和会产生其他重大环境影响的风险,寻求与开采区的手采矿或小规模采矿商建立合法合规的生产关系。

Artisanal or Small-Scale Mining: we concern about forced labor, child labor, unsafe working conditions, uncontrolled use of hazardous chemicals and other risks that may cause significant environmental impact related with artisanal or small-scale miners, seeking to establish legal production relationship with them in mining areas.

- 7.5 与上述内容相关的风险管理

Regarding risk management of above aspects

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和实施风险管理计划，从而防范或降低会侵害土地权利、引发重大不利环境影响或破坏当地文化遗产的具体风险。若风险降低措施未起作用，我们将中断或终止与上游供应商的合作。

If we reasonably identify such a risk, we will immediately work with suppliers and other stakeholders to develop and implement risk management plans based on the enterprise's specific position in supply chain to prevent or mitigate risks that may infringe land rights, lead to significant adverse environmental impact or harm local cultural heritage. If risk mitigation measures do not work, we will suspend or discontinue engagement with upstream suppliers.

8 政策传播

Policy Dissemination

本政策适用于南京寒锐钴业股份有限公司、迈特矿业有限公司、寒锐金属(刚果)公司、安徽寒锐新材料有限公司、赣州寒锐新能源科技有限公司，及寒锐钴业的其他子公司。不同语种版本之间若出现歧义，均以中文版为准

This mechanism applies to Nanjing Hanrui Cobalt Co., Ltd, Metal Mines SARL, Hanrui Metal (Congo) Company, Anhui Hanrui New Material Company Limited, Ganzhou Hanrui New Energy Technology Company Limited, and other subsidiaries of Hanrui Cobalt. Chinese version shall prevail in case of any inconsistency in different language versions.

寒锐会将本政策告知其矿产供应链上下游商业伙伴，并会要求供应商将此政策传达给其上游，以确保本公司的矿产供应链中不出现助长冲突和侵犯人权尤其是儿童权益的情形。

Hanrui informs its upstream and downstream business partners in its mineral supply



chain of this policy and asks its direct suppliers to communicate this policy to their upstream to ensure that there is no such situation that may contribute to conflicts or human rights abuses (especially rights of children) in Hanrui's mineral supply chain.

本公司呼吁所有从事矿产开采、处理、贸易、出口的企业或者使用矿产相关制品的企业一起建立负责任供应链尽责管理体系，避免助长冲突和侵犯人权的行
为，尤其是儿童权益。

Hanrui calls on all companies engaged in mining, handling, trading, exporting, or using mineral-containing products to set up responsible supply chain due diligence management system to refrain from contribution to conflicts or violating human rights, especially rights of children.

该政策已公开，网站链接为：<http://www.hrcobalt.com/>

This policy can be viewed from our website: <http://www.hrcobalt.com/>

南京寒锐钴业股份有限公司

Nanjing Hanrui Cobalt Co., Ltd

2022年03月

March, 2022