

四川宏达股份有限公司

锌供应链尽责管理政策

四川宏达股份有限公司（以下简称“公司”）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、加工、出口存在可能造成不利影响的风险，并认识到我们有尊重人权、不助长冲突的义务，我们承诺采纳并广泛传播《中国矿产供应链尽责管理指南（2.0）》、《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）相关内容，并将其纳入到与供应商签订的合同或协议之中。

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，承诺遵守联合国等相关制裁决议。

公司承诺在供应链运营实践中识别和管理以下风险：

一、与矿产开采、运输或贸易有关的严重侵权行为：

1. 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：

- a. 任何形式的酷刑，残忍、不人道和有辱人格的待遇；
- b. 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；
- c. 最恶劣形式的童工；
- d. 其他严重侵犯和践踏人权的的行为，如普遍的性暴力行为；

- e. 战争罪或其他严重违反国际人道主义法的行为，反人类罪或种族灭绝罪。

风险缓解策略：

2. 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。

二、关于直接或间接支持非国家武装团体¹：

3. 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² 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。这些武装团体或关联方：

- i. 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的上游行为主体³；并/或

- ii. 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⁴；并/或

- iii. 对中间商、出口企业、或国际贸易者非法征税或勒索。

风险缓解策略：

4. 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。

三、关于公共或私人安全武装：

5. 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者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。⁵

6. 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。

7. 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⁶。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。

8. 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、相称性和问责性找到可行的解决方案。

9. 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，尤其是对小作坊矿工的负面影响，在这种情况下，供应链上的矿产是通过小作坊或小规模采矿的方式开采出来的。

风险缓解策略：

10. 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⁷，从而使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起作用，我们将暂时中止或终止与上游供应商的合作。⁸我们发现在一定程度上有可能存在有违上述第8段和第9段内容的情况下，将采取同样的应对措施。

四、关于行贿受贿及矿产原产地的欺诈性失实陈述：

11. 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。⁹

关于洗钱：

12. 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。

关于向政府支付的税收、费用及特许费：

13. 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。

风险缓解策略：

14. 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，我们将额外进行风险评估。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，我们将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。

公司将本着持续改进的原则，将该政策融入公司管理体系及各相关部门职责。该政策也适用于公司供应商（包括委外加工商），公司将采取积

极措施将政策传递给供应商，政策自发布之日起生效，并将在公司网站公布。

四川宏达股份有限公司

2022年5月25日

注释：

¹ 企业应参照联合国安理会有关决议对非国家武装团体进行识别。

² “关联方”包括供应链上直接与武装团体合作，为矿产开采、贸易、处理提供便利的贸易商、批发商、中间商及其他各方。

³ 对矿山、运输路线、矿产交易地、以及供应链上游行为主体进行“控制”是指 i) 对开采活动进行监视，包括对进入矿区进行授权，以及/或对下游中间商、出口企业或国际贸易者的销售进行协调；ii) 在矿产开采、运输、贸易或销售过程中利用任何形式的强迫或强制劳动；或 iii) 在上游企业或矿山担任领导或管理人员，或是享有受益权或其他所有者权益。

⁴ 向矿山、运输路线、矿产交易地、或上游企业进行“勒索”是指以暴力或其他手段相威胁，通常以允许开采、使用运输路线、或矿产运输、购买、销售等活动作为筹码，向被勒索人索要并非其自愿支付的金钱或矿产。

⁵ 此处所述“直接或间接支持”指的并不是合法形式的支持，合法形式包括企业向其经营所在国政府支付的法定税收、费用和/或特许开采费。

⁶ 例如《安全与人权自愿原则》等国际指导文件。

⁷ 实施风险计划中如若遇到海啸、地震、火灾、疫情、战争等不可抗力因素，可相应调整时间期限，但将对情况提供文字说明。

⁸ 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，为公共或私人安全武装武装提供直接或间接支持的风险没有得到遏制或降低的话，企业应暂时停止与供应商的合作，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，阐明合作关系恢复之前改进工作所应达到的绩效目标。

⁹ 参见经合组织《关于打击国际商业交易中行贿外国公职人员行为的公约》(1997)和《联合国反腐败公约》(2004)。

Sichuan Hongda Co., Ltd.

Zinc Supply Chain Due Diligence Management Policy

Sichuan Hongda Co., Ltd. (hereinafter referred to as "the Company") recognizes the risks of potential adverse impacts associated with the mining, trading, processing, and exporting of mineral resources in "conflict-affected and high-risk areas." We acknowledge our obligation to respect human rights and refrain from contributing to conflicts. We commit to adopting and widely disseminating the relevant provisions of the *Chinese Due Diligence Guidelines for Responsible Mineral Supply Chains (2.0)* and the *OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas (Third Edition)*, and to incorporating these into contracts or agreements with suppliers.

This policy serves as a reference for conflict-sensitive procurement activities throughout the mineral supply chain and for raising risk awareness among suppliers. We pledge not to engage in any activities that could provide financial support to conflicts and commit to complying with relevant sanctions resolutions, including those of the United Nations.

The Company commits to identifying and managing the following risks in its supply chain operations:

I.

Serious Violations Related to Mineral Mining, Transportation, or Trade:

1. When conducting procurement or business activities in "conflict-affected and high-risk areas," we will neither tolerate nor profit from, assist, facilitate, or enable any party in committing:
 - a. Any form of torture, cruel, inhuman, or degrading treatment;

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- b. Any form of forced or compulsory labor—defined as work or service extracted under threat of penalty, which the individual has not offered voluntarily;
 - c. The worst forms of child labor;
 - d. Other serious human rights violations, such as widespread sexual violence;
 - e. War crimes, grave breaches of international humanitarian law, crimes against humanity, or genocide.

Risk Mitigation Measures:

2. If we have reasonable grounds to believe that an upstream supplier is sourcing from or associated with any party engaged in the above serious violations, we will immediately suspend or terminate cooperation with that supplier.

II.

Direct or Indirect Support to Non-State Armed Groups [Businesses should refer to relevant UN Security Council resolutions for identifying non-state armed groups.]:

3. 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, making payments to, or providing logistical assistance or equipment to non-state armed groups or their affiliates ["Affiliates" include traders, wholesalers, intermediaries, and other parties in the supply chain directly cooperating with armed groups to facilitate mining, trade, or processing.]. These armed groups or affiliates:

- a. Illegally control mining sites, transportation routes, mineral trading points, or upstream supply chain actors ["Control" includes (i) overseeing mining activities, such as authorizing access or coordinating sales to downstream intermediaries, exporters, or international traders; (ii) using forced labor in mining, transport, or trade; or (iii) holding leadership, management, or ownership stakes

in upstream entities or mines.]; and/or

b. Illegally impose taxes or extort money or minerals at mining sites, along transport routes, or at trading points ["Extortion" refers to demanding involuntary payments or minerals under threat of violence or other coercion.]; and/or

c. Illegally tax or extort intermediaries, exporters, or international traders.

Risk Mitigation Measures:

4. If we have reason to believe an upstream supplier sources from or is linked to any party providing direct or indirect support to non-state armed groups, we will immediately suspend or terminate cooperation with that supplier.

III.

Public or Private Security Forces:

5. We prohibit direct or indirect support to public or private security forces that illegally control mining sites, transport routes, or upstream supply chain actors; impose illegal taxes or extort money/minerals at mining sites, along transport routes, or trading points; or extort intermediaries, exporters, or international traders. ["Direct or indirect support" excludes legally mandated taxes, fees, or royalties paid to host governments.]

6. We affirm that the role of public or private security forces at or near mining sites or along transport routes is solely to uphold the rule of law, including protecting human rights, miners, equipment, and facilities, and ensuring lawful mining and trade proceed unimpeded.

7. Where we or any supply chain entity contracts public or private security forces, we commit to requiring adherence to internationally recognized standards [e.g., the *Voluntary Principles on Security and Human Rights*], including vetting to exclude individuals or units with known records of serious human rights abuses.

8. We will collaborate with central/local governments, international

organizations, and civil society to improve transparency, proportionality, and accountability in public security expenditures.

9. We will engage with local governments, international organizations, and civil society to mitigate adverse impacts of security forces stationed at mining sites, particularly on vulnerable groups like artisanal miners.

Risk Mitigation Measures:

10. If such risks are identified, we will promptly develop and implement a risk management plan with upstream suppliers and stakeholders [accounting for force majeure events like disasters or conflicts]. If the plan fails within six months, we will suspend or terminate cooperation. [A revised plan with clear performance targets must precede resumption.] The same applies to breaches of Sections 8 and 9.

IV.

Bribery, Fraudulent Misrepresentation of Mineral Origin, and Money Laundering:

11. We will not offer, promise, give, or solicit bribes, including to falsify mineral origins or underreport taxes, fees, or royalties owed to governments. [*See *OECD Anti-Bribery Convention (1997)* and *UN Convention Against Corruption (2004)*.*]

On money laundering:

12. Where money laundering risks linked to illegal taxation or extortion are suspected, we will take measures to combat such activities.

On Taxes, Fees, and Royalties Paid to Governments:

13. We will ensure payment of all lawful taxes, fees, and royalties to governments in conflict-affected areas and disclose such payments per national transparency requirements.

Risk Mitigation Measures:

14. Based on our specific position within the supply chain, we

commit to cooperating with suppliers, central/local government authorities, international organizations, civil society, and affected third parties as appropriate. This cooperation aims to implement performance improvements and monitoring mechanisms to adopt substantial measures within reasonable timeframes for preventing or mitigating adverse risks. Should risk mitigation measures prove ineffective, we will temporarily suspend or terminate cooperation with upstream suppliers. For risks requiring further mitigation following the implementation of a risk management plan, we will conduct additional risk assessments. If the risk management plan fails to demonstrate significant effectiveness within six months - specifically regarding risks related to bribery, fraudulent misrepresentation of mineral origin, money laundering, or failures in tax/fee/royalty payments to governments - we will suspend or discontinue supplier cooperation for a minimum of three months. During this suspension period, we will revise the risk management plan and establish clear performance benchmarks that must be achieved prior to resuming trade relations.

The company shall integrate this policy into its management systems and respective departmental responsibilities in accordance with the principle of continuous improvement. This policy applies equally to all company suppliers (including subcontracting manufacturers). The company will proactively communicate policy requirements to suppliers through appropriate channels.

This policy shall take effect immediately upon issuance and will be publicly disclosed on the company's official website for stakeholder reference.

Sichuan Hongda Co., Ltd.

2024.12.26