
吉利供应商行为准则
Supplier Code of Conduct
Geely Holding Group

本《吉利供应商行为准则》（下称本《准则》）规定了吉利对其供应商在工作环境与人权、健康与安全、商业道德、环境保护等方面的要求。本《准则》构成吉利与其供应商所签订的合同的组成部分。在与吉利保持业务关系期间，供应商应按照适用法律法规和本《准则》规定的原则开展业务；供应商在选择与吉利相关的其自身供应商时，应开展适当的尽职调查，并要求其自身供应商遵守本《准则》规定的原则。本《准则》规定的要求可能不同于特定国家当地法律法规或商业惯例，如果当地法律法规或商业惯例规定的标准高于本《准则》规定的标准，则应适用当地法律法规或商业惯例；反之，则应以本《准则》为准。“吉利”指浙江吉利控股集团及其全资或控股子公司。“供应商”指直接或间接向吉利提供原料、产品或服务的任何个人或实体。

This Supplier Code of Conduct (the “Code”) sets forth the requirements that Geely expects all its suppliers to meet in working conditions and human rights, health and safety, business ethics, and environmental protection, etc. This Code shall be deemed an integral part of any agreement between the Supplier and Geely. During their business relationship with Geely, suppliers shall comply with applicable laws and regulations as well as the principles set out in the Code. When choosing their own suppliers, suppliers shall conduct appropriate due diligence and require such sub-suppliers to also comply with the principles set out in the Code. The requirements stipulated in this Code may be different from the local laws, regulations or business practices of a particular country. If the standards set by local laws, regulations or business practices are higher than those specified in this Code, the local laws, regulations or business practices shall apply; otherwise, this Code shall prevail. Geely reserves the right to make reasonable changes to this Code from time to time, and the Supplier undertakes to continuously accept and comply with the Code after change. Geely means Zhejiang Geely Holding Group and affiliates controlled by or under common control with it. Supplier means any individual or entity that directly or indirectly provides raw materials, products or services to Geely.

供应商承诺在与吉利相关的业务中，遵守以下原则：

The Supplier promises to abide by the following principles in the business related to Geely:

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- 工作环境与人权
 - **Working Conditions and Human Rights**

1. 强迫劳动

Forced Labor

不得使用任何形式的强迫劳动。

Suppliers shall not use any form of force labor.

2. 童工

Child Labor

不得存在任何形式的雇佣童工行为。不得雇佣低于适用法律规定的劳动者最低年龄的未成年人。

Suppliers shall not use child labor in any form. It is not allowed to hire minors below the minimum age of workers stipulated by applicable laws.

3. 雇佣协议

Employment Agreement

必须保证员工的工作条件符合所有适用法律法规的要求。此外，供应商应依据适用的法律法规与其员工签订书面雇佣协议，以易于理解的文字明确约定雇佣条件。

Suppliers shall ensure the working conditions of employees to meet all applicable laws and regulations. In addition, suppliers shall execute a written employment agreement with employees as required by applicable laws and regulations, and such employment agreement shall clearly stipulate the employment conditions in explicit and easy-to-understand text.

4. 薪酬福利

Wages and Benefits

供应商向员工支付的薪酬福利应不低于当地法定最低标准。薪酬福利应依适用的法律法规及时全额支付。

Suppliers shall pay employees wages and benefits that meet or exceed the local legal minimum standards. Wages and benefits shall be paid in full and in a timely manner in accordance with applicable laws and regulations.

5. 工作时间

Working Hours

供应商必须遵守适用法律关于工作时间的规定，包括但不限于加班与加班补偿的规定。

Suppliers shall comply with applicable laws regarding working hours, including but not limited to overtime and overtime compensation.

6. 反歧视与平等机会

Non-Discrimination and Equal Opportunities

供应商不得基于性别、种族、宗教、年龄、婚姻状况、生育状况、残疾、性取向、国籍、政治见解、工会成员身份、社会背景或受适用法律保护的其他身份对员工持有任何形式的歧视。所有员工都应受到平等的尊重。

Suppliers shall not engage in any form of discrimination against any employee based on gender, race, religion, age, marital status, maternity status, disability, sexual orientation, nationality, political opinion, union affiliation, social background, and any other characteristics protected by applicable laws. All employees should be treated with equal respect.

● 健康与安全

● **Health and Safety**

7. 供应商必须遵守所有适用的健康和安全管理法律法规。

Suppliers shall comply with all applicable health and safety laws and regulations.

8. 供应商应采取有效措施，做好事故预防及制定应急预案，并向员工提供指导，以最大限度降低健康和安全的风险和影响。

Suppliers shall take effective measures to prevent accidents and formulate emergency plans. Suppliers shall also provide guidance to employees to reduce health and safety risks and impacts.

● 反腐败、反贿赂

● **Anti-corruption and Anti-bribery**

9. 供应商的行为必须符合适用的关于反腐败、反贿赂法律法规。根据吉利对腐败与贿赂行为零容忍政策，供应商不得从事或容忍任何可能理解为腐败或贿赂的行为。

Suppliers' behavior must comply with applicable anti-corruption and anti-bribery laws and regulations. According to Geely's zero tolerance policy on corruption and bribery, suppliers shall not engage in or tolerate any behavior that may be understood as corruption or bribery.

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10. 供应商不得提供或接受任何形式的旨在对商务决策施加不当影响的不当利益。

Suppliers shall not provide or accept any form of improper benefits intended to improperly influence business decisions.

11. 如果吉利员工要求供应商提供违反本《准则》的任何不当利益，供应商应予以拒绝并根据本《准则》第 36 条的规定及时告知吉利。

If any Geely employee asks any supplier to provide any improper benefits in violation of this Code, the supplier shall refuse and promptly notify Geely in accordance with Section 36 below.

- 利益冲突

- **Conflict of Interest**

12. 供应商应避免与吉利之间可能产生利益冲突的情形，防止吉利或供应商员工的专业判断、履职或决策能力受到个人利益等其他因素的影响。

Suppliers shall avoid situations that may involve a conflict of interest or the appearance of a conflict of interest with Geely, and the business judgement, performance or decision-making of employees of Geely or any supplier shall not be influenced by other factors such as private interests.

13. 如果出现下列情形，供应商应根据本《准则》第 36 条的规定及时告知吉利：

Suppliers shall promptly inform Geely in accordance with Section 36 below if:

(1) 供应商的员工（或其家庭成员）与吉利有决策权或对决策有影响力的员工之间存在个人关系（如亲友关系）从而使供应商从其中获益的；

(1) a supplier's employee (or any of his or her family members) has a personal relationship (e.g., is a family member or a friend) with a Geely employee who is in a position to make or influence decisions which may benefit the supplier's business; or

(2) 吉利员工（或其家庭成员）与供应商有任何形式的利益关系或经济往来。

(2) a Geely employee (or any of his or her family members) has any kind of financial dealings with the supplier.

- 公平竞争与反垄断

- **Fair Competition and Anti-trust**

14. 供应商应公平竞争，遵守反垄断和反不正当竞争方面的法律法规。

Suppliers shall comply with the principle of fair competition and abide by anti-trust and anti-unfair competition laws and regulations.

15. 供应商必须避免与其竞争对手或商业伙伴达成任何可能妨碍竞争的谅解或协议。

Suppliers shall avoid entering into any understandings or agreements with competitors or business partners that may hinder competition.

16. 供应商应通过公平竞争获取商业机会。供应商必须确保其向吉利提供的任何声明、陈述或其他信息真实准确。

Suppliers shall obtain business opportunities through fair competition. They must ensure that any representations, statements or other information they provide to Geely are true and accurate.

- **贸易制裁与出口管制**

- **Trade Sanctions and Export Control**

17. 在与吉利开展业务中，供应商应遵守所有相关的出口管制法律法规和贸易制裁规定。

When conducting business with Geely, suppliers shall comply with all relevant laws and regulations concerning export control and trade sanctions.

18. 供应商应向吉利提供所有必要的信息和文档，以便吉利在出口或再出口这些产品、软件或技术时符合相关出口管制要求。

Suppliers shall provide Geely with all information and documentation necessary to support Geely's compliance with relevant export control requirements when Geely is exporting or re-exporting the supplier's goods, software or technology.

- **隐私保护**

- **Privacy Protection**

19. 在与吉利开展业务时，供应商必须遵守适用的隐私保护法律法规。

Suppliers shall comply with applicable data protection laws and regulations when conducting business with Geely.

20. 供应商必须按照适用法律法规的要求，保护吉利相关的个人数据，如果出现被不当披露、窃取或滥用等情形，应根据本《准则》第 36 条的规定

及时告知吉利。

Suppliers shall protect Geely's personal data in accordance with the requirements of applicable laws and regulations. In the event of any improper disclosure, theft or misuse of personal data, Suppliers shall promptly report to Geely in accordance with Section 36 below.

- 环境保护

- **Environmental Protection**

21. 供应商必须确保遵从所有适用的环境相关法律法规。

Suppliers shall comply with all applicable environmental laws and regulations.

22. 供应商应取得并及时更新所有必备的环境许可证及相关资质认证，并遵守这些文件所规定的要求。

Suppliers shall obtain all necessary environmental permits and related certifications and update them in a timely manner, and comply with all the requirements specified in these documents.

23. 供应商应积极主动采取减少排放、保护资源、避免破坏生态等策略，减少业务活动、产品和服务给环境造成的影响。

Suppliers shall adopt strategies to reduce emissions, save natural resources, and reduce the impact of business activities on the environment.

24. 供应商应公开透明，应根据吉利的要求向其提供必要的环境数据。

Suppliers shall be open and transparent and shall provide Geely with necessary environmental data in accordance with its requirements.

- 冲突矿物及其他关键材料

- **Conflict Minerals and Other Key Materials**

25. 供应商应对其供应链中的相关矿物和金属开展尽职调查，确保供给吉利的产品所含有的矿物或金属在开采或交易中不存在侵犯人权、违反商业道德、危害环境的情形，且其销售所得不得用以资助武装冲突。

Suppliers shall exercise due diligence in their supply chain to ensure that the extraction or trade of minerals or metals contained in the products supplied to Geely does not infringe on human rights, violate business ethics, or harm the environment, and the proceeds from sales shall not be used to fund armed conflicts.

26. 针对关键材料（包括冲突矿物及其他吉利定义的关键零部件和材料），

供应商应建立物料管理政策及程序以确保负责任的来源和物料可追溯性。此类政策及程序应包括物料可追溯性，供应商管理规则和尽职调查。

Suppliers shall establish and maintain policies and procedures for the responsible sourcing and traceability of key materials, including conflict minerals and other key components and materials as defined by Geely. Such policies and procedures shall include material traceability, supplier management and due diligence processes.

27. 吉利努力确保关键材料供应链透明和可追踪，供应商应给予支持和配合。供应商应（1）认可并遵守吉利关于关键材料的政策（可能会不时修改），（2）应吉利不时要求提供相关信息，包括对吉利提供的产品、部件或原材料中关键材料的可追溯性、供应商、来源信息及相关供应商合规程序，以及（3）采用吉利可能不时要求的与关键材料的负责任来源和可追溯性有关的程序，包括但不限于，应尽其所能配合自我评估调查问卷和审核。

Suppliers shall support and cooperate with Geely's efforts to secure full transparency and traceability of its key materials supply chain. Suppliers shall (i) accept and comply with any key materials policy as may be amended by Geely from time to time; (ii) provide Geely with such information as may be requested by Geely from time to time, including information relating to the traceability, suppliers and origin of any key materials in products, components or raw materials supplied to Geely and the Suppliers' compliance procedures; and (iii) implement such procedures relating to the responsible sourcing and traceability of key materials as may be requested by Geely from time to time, including but not limited to cooperating to the best of its ability in responding to the self-assessment questionnaires and the audits.

28. 如果供应商确定供应给吉利的任何产品、部件或原材料所含的关键材料来自受冲突影响和高风险地区，供应商应立即通知吉利。

If Suppliers determine that any key materials contained in any products, components or raw materials supplied to Geely originate from conflict-affected and high-risk areas, Suppliers shall promptly notify Geely.

- 商业秘密与知识产权保护

- **Confidential Information and Intellectual Rights Protection**

29. 吉利在业务活动中可能会向供应商分享秘密信息和知识产权相关信息。供应商在处理吉利的秘密信息时应遵守双方签订的保密条款，采取恰当措施保护吉利的秘密信息免受不当披露、窃取或滥用。

Geely may share confidential information or intellectual property with suppliers. When dealing with Geely's confidential information, suppliers shall comply with the confidentiality agreement signed by both parties and take appropriate measures to protect Geely's confidential information from improper disclosure, theft or misuse.

30. 供应商应确保日常经营中不侵犯他人的商业秘密和知识产权，并采取恰当措施保证与吉利相关的业务不会侵犯任何人的知识产权或秘密信息。

Suppliers shall not infringe the trade secrets or intellectual property rights of any third party in their daily operations, and shall take appropriate measures to ensure that Geely-related businesses do not infringe any intellectual property rights or inappropriately use any confidential information.

31. 供应商必须以相同的方式处理吉利知识产权，尤其是要做到保护其免受不当披露、窃取或滥用等侵权。

Suppliers shall treat Geely's intellectual property in the same way and in particular shall protect it from improper disclosure, theft or misuse at all times.

- **检查与评估**

- **Inspection and Evaluation**

32. 供应商应建立恰当的机制，如通过制定并发布自己的行为准则和相关政策、流程，确保其员工和相关人员充分了解并执行本《准则》的规定。

Suppliers shall establish appropriate mechanisms, such as publishing their own codes of conduct and related policies and procedures to ensure that their employees and other related personnel fully understand and comply with the provisions of this Code.

33. 吉利可以在事先通知的情况下，检查和评估供应商对本准则的遵守情况。供应商应积极配合，并提供与检查和评估相关的材料。

Geely may inspect and evaluate the supplier's compliance with this Code with prior notice. Suppliers shall actively cooperate and provide materials necessary for such inspection and evaluation.

- 违反《准则》的后果

- **Consequences of Violations**

34. 供应商同意违反本《准则》项下的义务或承诺属于严重违约，吉利可以视情要求赔偿损失、限期改正等；情形严重的可以终止合作，包括终止合同、取消订单等。

Suppliers agree that a violation of any of their obligations or undertakings under this Code is a material breach of contract, wherein Geely may claim appropriate remedies, including requiring the Supplier to pay damages and implement appropriate corrective actions within a reasonable time, etc. If the violation is grave, Geely may terminate its cooperation with the Supplier, including termination of the contract, cancellation of orders, etc.

- 修改和变更

- **Modifications and Changes**

35. 吉利保留根据法律法规及监管要求等变化而对本《准则》进行合理修改的权利，《准则》更新后会及时发布于浙江吉利控股集团官方网站 (<http://zgh.com>)，吉利不需另行通知。在此情形下，供应商应接受这些变更。

Geely reserves the right to make reasonable modifications to this Code in accordance with changes of applicable laws and regulations, etc.. The updated Code will be posted on the official website of Zhejiang Geely Holding Group (<http://zgh.com>) and Geely need not give any further notice. In such cases, the updated Code is effective without Suppliers' prior consent.

- 沟通渠道

- **Communication Channel**

36. 如果对本《准则》相关事项存在疑惑或发现任何与本《准则》规定相违背的情形，可通过 coc@geely.com 联系吉利。吉利会对申诉、举报人的身份严格保密。

To raise any question about the Code or report any possible violation, please contact Geely at coc@geely.com. Geely will keep the identity of the whistleblowers confidential.

37. 供应商不得对举报人打击报复。

Suppliers shall not retaliate against the whistleblowers.

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我方知悉并承诺遵守上述准则全部内容。

We have acknowledged and undertaken to comply with all the requirements set out in the Code.

供应商全称（请勿手写）：

Full Name of the Supplier (*Type in the English Name*) :

供应商盖章处（公章）：

Stamp here by the Supplier (official seal):

x 年 x 月 x 日

Date: