



## **AVATAR NEW ENERGY MATERIALS CO.,LTD**

### **负责任矿产供应链尽责管理政策**

**Responsible Minerals Supply Chain Due Diligence Management Policy**

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## 前言

### Preamble

AVATAR NEW ENERGY MATERIALS CO.,LTD (以下简称 "AVATAR" 或 "我们") 作为全球新能源材料供应链的重要参与者,深刻认识到在受冲突影响和高风险区域开展矿产开采、贸易、加工及出口活动,极易引发严重人权侵害、生态环境破坏、商业腐败与武装冲突问题。本公司严格遵循《联合国工商业与人权指导原则》《国际劳工组织公约》法定责任,承诺以透明、可追溯、可持续的方式全流程管控矿产供应链。

AVATAR NEW ENERGY MATERIALS CO.,LTD (hereinafter referred to as "AVATAR" or "we"), as a key participant in the global new energy materials supply chain, deeply recognizes that mining, trading, processing and exporting minerals in conflict-affected and high-risk areas may lead to severe human rights violations, environmental degradation, corruption and armed conflicts. We strictly abide by the responsibilities and obligations stipulated under the UN Guiding Principles on Business and Human Rights and the International Labour Organization Conventions, and commit to managing our supply chain in a transparent, traceable and sustainable manner.

为落实合规管控要求,本政策依据经济合作与发展组织(OECD)《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)》、中国五矿化工进出口商会(CCCMC)《中国负责任矿产供应链尽责管理指南(第二版)》、《欧盟电池与废电池法规》(EU) 2023/1542 编制。本政策自颁布之日起生效:

To fulfill compliance control requirements, this Policy is formulated in accordance with the OECD Due Diligence Guidance for Responsible Supply Chains



of Minerals from Conflict-Affected and High-Risk Areas (Third Edition), the Chinese Due Diligence Guidelines for Responsible Mineral Supply Chains (Second Edition) issued by the China Chamber of Commerce of Metals, Minerals & Chemicals Importers & Exporters (CCCMC), and Regulation (EU) 2023/1542 concerning batteries and waste batteries. This Policy takes effect upon promulgation:

1. 适用主体：AVATAR 全球所有子公司、控股公司（控股公司定义：直接 / 间接持股 50% 以上或拥有实际控制权，下同）；

Applicable entities: All global subsidiaries and holding companies of AVATAR (holding companies refer to entities where AVATAR holds more than 50% equity directly or indirectly or exercises de facto control, the same below);

2. 适用业务：集团全部锂及相关矿产供应链业务；

Applicable businesses: All lithium and related mineral supply chain businesses of the Group;

3. 适用合作方：所有为本公司供应锂及相关矿产的直接、间接供应商，供应商须将本政策管控要求逐级传导至上游各级合作主体。

Applicable partners: All direct and indirect suppliers providing lithium and related minerals to the Company. Suppliers shall cascade all control requirements of this Policy to their upstream partners at all tiers.

本公司承诺绝不开展任何资助武装冲突的经营活动，严格遵守联合国制裁决议及各国配套执行法律法规。公司坚持道德采购，拒绝使用冲突矿产，同时强制要求所有供应商不得采购、交付违反本政策的矿产资源。本政策为矿产开采至终端交付全链条冲突敏感采购行为、供应商风险管控建立统一执行基准。



We commit to refraining from any activities that finance armed conflicts, and fully comply with relevant UN sanctions resolutions and domestic implementing laws of all jurisdictions. The Company adheres to ethical sourcing, rejects conflict minerals, and mandates all suppliers to avoid sourcing and delivering minerals that violate this Policy. This Policy establishes a unified implementation benchmark for conflict-sensitive sourcing and supplier risk management throughout the full chain from mineral extraction to end-user delivery.

公司在锂供应链全运营环节中，将持续识别、预防、管控下述七大类核心风险，并定期复盘评估各项管控措施实施有效性。

The Company commits to identifying, preventing and mitigating the seven categories of core risks below across all lithium supply chain operations, and regularly reviews and evaluates the effectiveness of all control measures.

## **一、与矿产开采、运输或交易有关的严重侵犯人权行为**

### **I. Serious Human Rights Violations Related to Mining, Transport or Trading of Minerals**

若在冲突影响、高风险区域开展采购或经营活动，公司绝不纵容、不从中获利、不协助任何主体实施以下严重人权侵害行为：

When sourcing from or operating in conflict-affected and high-risk areas, the Company will never tolerate, profit from or assist any party in carrying out the following severe human rights violations:

1. 最恶劣形式童工，包含危险作业、带有强迫劳动属性的童工；



The worst forms of child labor, including hazardous work and child labor involving forced labor;

2. 各类酷刑、残忍、非人道或侮辱人格的对待；

Any form of torture, cruel, inhuman or degrading treatment;

3. 一切形式强迫劳动或强制劳动：以惩罚作为胁迫手段，违背个人意愿开展的劳动或劳务；

All forms of forced or compulsory labor: work or services performed against an individual's will under threat of punishment;

4. 战争罪、反人类罪、种族灭绝罪及其他严重违反国际人道法的行为；

War crimes, crimes against humanity, genocide and other serious violations of international humanitarian law;

5. 大规模性暴力、系统性暴力、基于身份歧视的迫害等其他重大人权侵害行为。

Other severe human rights abuses such as large-scale sexual violence, systematic violence and identity-based persecution.

## 风险管理条款

### Risk Management Provisions

若有合理证据证明上游供应商向实施上述侵权行为的主体采购矿产或存在关联合作，公司将立即暂停或终止合作；针对童工、强迫劳动、酷刑、战争罪等极端恶性情形，执行零容忍，不设置整改期限，直接永久终止合作。

If there is reasonable evidence that an upstream supplier sources minerals from or maintains cooperative ties with parties committing the above violations, the Company will immediately suspend or terminate cooperation. Extreme serious



violations including the worst forms of child labor, forced labor, torture and war crimes shall be subject to zero tolerance with no remediation period; cooperation will be terminated permanently without delay.

## **二、禁止直接或间接支持非国家武装团体**

### **II. Prohibition of Direct or Indirect Support to Non-State Armed Groups**

严禁通过矿产开采、运输、贸易、加工、出口等环节，直接或间接为非国家武装团体提供支持。支持行为包含但不限于：向武装团体及其关联方采购矿产、支付款项、提供后勤物资与设备。前述武装团体及关联方指具备以下行为的主体：

Direct or indirect support to non-state armed groups through mineral extraction, transport, trade, processing or export is strictly prohibited. Such support includes but is not limited to purchasing minerals from, making payments to, or supplying logistics and equipment to non-state armed groups and their affiliates. The aforementioned armed groups and affiliates refer to entities engaging in the following conduct:

1.非法占据矿场、控制运输线路、矿产交易市场及供应链上游经营主体；

Illegally occupying mine sites, controlling transportation routes, mineral trading hubs and upstream supply chain operators;

2.在矿场出入口、运输沿线、矿产交易点非法征收税费、勒索现金或矿产；

Illegally imposing taxes or extorting cash/minerals at mine entrances, transport corridors and mineral trading points;

3.向中间商、出口企业、国际贸易商实施非法征税、敲诈勒索。



Illegally taxing or extorting intermediaries, export enterprises and international traders.

### **风险管理条款**

#### **Risk Management Provisions**

若核实上游供应商与前述非国家武装团体存在采购或关联关系，执行零容忍，无整改缓冲期，立即永久终止合作。同时公司联动供应链各利益相关方制定、落地风险防控方案，从源头降低此类冲突风险。

If an upstream supplier is verified to maintain sourcing or affiliate ties with the aforementioned non-state armed groups, zero tolerance shall apply with no remediation period; cooperation shall be permanently terminated immediately. Meanwhile, the Company collaborates with all supply chain stakeholders to develop and implement risk prevention plans to mitigate such conflict risks from the source.

### **三、公共或私人安全武装的管理**

#### **III. Management of Public or Private Security Forces**

公司绝不与存在下述违规行为的公共或私人安全武装建立合作或提供任何形式支持：非法控制矿场与运输线路、沿路勒索钱财矿产、向贸易中间商及出口企业非法征税敲诈。

The Company will never cooperate with or provide any form of support to public or private security forces engaging in the following irregular conduct: illegally controlling mine sites and transport routes, extorting cash or minerals along transportation corridors, and imposing illegal taxes on trade intermediaries and export enterprises.



矿场、矿区周边、运输沿线安全武装的唯一合法职能为维护法治秩序，具体包含保障人权、保护矿工与生产设施安全、保障合法采矿及贸易活动不受干扰。

The sole legitimate function of public and private security forces deployed at mine sites, surrounding areas and transport routes is to uphold the rule of law, including safeguarding human rights, protecting miners and production facilities, and ensuring legitimate mining and trade activities free from interference.

若 AVATAR 或供应链合作企业聘用公共或私人安全武装，必须严格遵循《安全与人权自愿原则》开展运营。公司建立前置筛查机制，杜绝录用有重大人权侵害记录的人员及安全武装单位；可为有需求的供应商提供《安全与人权自愿原则》落地培训与实操指导。公司每年对供应链内配备安全武装的矿区开展第三方人权合规筛查，持续验证安全武装管理符合本政策要求。

Where AVATAR or supply chain partners engage public or private security forces, all operations must fully comply with the Voluntary Principles on Security and Human Rights. The Company establishes a pre-engagement screening mechanism to ban recruitment of individuals and security units with records of gross human rights abuses. We provide implementation training and practical guidance on the Voluntary Principles on Security and Human Rights to suppliers in need. The Company conducts annual third-party human rights compliance screenings for all mine sites with deployed security forces in the supply chain to continuously verify alignment with this Policy.



公司联动各级政府、国际机构、民间社会组织提升安全武装开支透明度、管控力度与问责机制，最大限度降低安全武装驻扎对弱势群体，尤其是手工及小规模采矿者（artisanal and small-scale miners，简称 ASM）造成的负面影响。

The Company collaborates with central and local authorities, international organizations and civil society groups to improve transparency, proportionality and accountability of security expenditure, and minimize adverse impacts of security deployments on vulnerable communities, in particular artisanal and small-scale miners (ASM).

#### **风险管理条款**

#### **Risk Management Provisions**

排查发现安全武装相关合规风险后，公司第一时间联合上游供应商制定并落地专项风险管控方案；可整改类风险设置最长 6 个月整改期限，期满未达标则永久终止对应供应商合作。

Once security-related compliance risks are identified, the Company will immediately develop and implement special risk control plans together with upstream suppliers. A maximum six-month remediation period applies to remediable risks; cooperation with relevant suppliers will be permanently terminated if compliance targets are not met upon expiry of the period.

#### **四、禁止贿赂、欺诈性失实陈述及反洗钱**

#### **IV. Prohibition of Bribery, Fraudulent Misrepresentation and Anti-Money**

#### **Laundering**



公司严禁主动提议、承诺、给付或索取任何形式贿赂；坚决杜绝通过行贿篡改矿产原产地、虚报开采 / 贸易 / 加工 / 运输 / 出口环节应缴政府税费、特许开采费等违规行为。

The Company strictly prohibits offering, promising, giving or demanding any form of bribery. We firmly reject irregular conduct including bribery to falsify mineral origins or underreport taxes, fees and royalties payable to governments for mineral extraction, trade, processing, transport and export.

### **反洗钱管理**

#### **Anti-Money Laundering Management**

若判定矿产交易存在非法征税、勒索矿产衍生的洗钱风险，公司执行多重管控措施：对高风险交易对手实施强化尽职调查，核验经营资质与实际受益所有人信息，完整留存全流程交易凭证；在法律许可范围内配合执法机关反洗钱调查。针对冲突高风险区域矿产交易，公司建立永久凭证留存制度，完整归档支付单据、完税凭证、合作方资质文件，满足溯源与审计要求。

If money-laundering risks arising from minerals obtained through illegal taxation or extortion are identified, the Company implements multi-layered controls: enhanced due diligence for high-risk counterparties, verification of business qualifications and beneficial ownership information, full retention of full-chain transaction records, and full cooperation with law enforcement anti-money laundering investigations within legal boundaries. For mineral transactions from conflict-affected and high-risk areas, the Company implements a permanent document retention system to fully archive payment vouchers, tax receipts and partner qualification files for traceability and audit purposes.



## 税费与特许开采费披露

### Payment of Taxes, Fees and Royalties Disclosure

公司足额依法缴纳冲突高风险矿区开采、贸易、出口相关全部法定税费、特许开采费，并按照《采掘业透明度行动计划》（EITI）原则公开披露支付信息；披露范围涵盖公司直接支付的全部相关税费及特许开采费，并逐一注明对应国家与项目。

The Company pays all statutory taxes, fees and royalties related to extraction, trade and export of minerals from conflict-affected and high-risk areas in full compliance with laws, and discloses relevant payment information in line with the Extractive Industries Transparency Initiative (EITI) principles. Disclosure covers all relevant taxes, fees and royalties directly paid by the Company, with each corresponding country and project clearly indicated.

## 风险管理条款

### Risk Management Provisions

结合自身供应链定位，公司联合供应商、政府监管机构、国际组织、民间机构及受影响第三方制定可量化的风险缓释方案；整改措施逾期未达预期，将暂停或永久终止违规供应商合作。

Based on our position in the supply chain, the Company collaborates with suppliers, government regulators, international organizations, civil society and affected third parties to develop quantifiable risk mitigation plans. If remediation measures fail to deliver expected results, cooperation with non-compliant suppliers will be suspended or permanently terminated.

## 五、职业健康与安全



## **V. Occupational Health and Safety**

在冲突高风险区域开展采购、生产业务时，公司绝不与存在致命职业安全隐患的供应商建立采购、协助或关联合作。所有供应商必须为一线员工配齐个人防护装备、常态化安全培训、完善事故应急处置预案。

When conducting sourcing and production activities in conflict-affected and high-risk areas, the Company will not establish sourcing, auxiliary or affiliated cooperation with suppliers operating facilities with life-threatening occupational safety hazards. All suppliers must provide full personal protective equipment, regular safety training and complete emergency response plans for frontline employees.

### **风险管理条款**

#### **Risk Management Provisions**

若合理判定上游供应商作业环境存在致命安全隐患，公司立即暂停或终止合作；出现直接危及员工生命安全的极端情形，执行零容忍，无整改期，永久终止合作。

If reasonable grounds confirm that an upstream supplier's operating environment poses life-threatening safety hazards, the Company will immediately suspend or terminate cooperation. Extreme conditions that directly endanger employee lives shall be subject to zero tolerance with no remediation period; cooperation will be permanently terminated immediately.

## **六、土地、社区与文化权利**

### **VI. Land, Community and Cultural Rights**



公司充分认知矿产开采会影响当地社区土地使用权、传统文化与居民生计，承诺在全供应链管理​中尊重原住民与本地社区合法权益，全面评估开采活动社会、环境负面影响，并配套落地减缓补偿措施。

The Company fully recognizes that mineral extraction may impact local communities' land use rights, traditional cultures and resident livelihoods. We commit to respecting the legitimate rights and interests of indigenous peoples and local communities across the supply chain, comprehensively assess social and environmental adverse impacts of mining activities, and implement supporting mitigation and remedy measures.

### **风险管理条款**

#### **Risk Management Provisions**

要求上游供应商提供与本地社区（重点原住民）开展协商的完整证明材料，尽可能取得社区自由事先知情同意（FPIC）；

Upstream suppliers are required to submit complete documentary evidence of consultations with local communities (with priority for indigenous peoples), and obtain Free, Prior and Informed Consent (FPIC) from communities to the maximum extent practicable;

收到社区提交的土地、文化权利侵权投诉后，第一时间登记立案并启动内部调查；必要时暂停对应供应商交易直至纠纷妥善解决；

Upon receipt of community complaints regarding infringements on land or cultural rights, the Company will register the case and launch internal investigations



without delay; transactions with the relevant supplier may be suspended where necessary until disputes are fully resolved;

核实供应商存在严重侵害社区土地、文化权益行为的，立即永久终止合作，并协同受影响主体落实补救方案。

If a supplier is verified to have committed severe infringements on community land and cultural rights, cooperation will be permanently terminated immediately, and the Company will coordinate with affected parties to implement remedy plans.

## **七、政策传播、实施与持续改进**

### **VII. Policy Dissemination, Implementation and Continuous Improvement**

公司向全部合作供应商正式下发本政策，要求供应商逐层向下传导管控要求，杜绝全链条出现冲突融资、人权侵害（重点侵害儿童权益）行为。供应商每年至少向 AVATAR 提交一次尽责管理执行报告，或按照公司合理要求提升报送频次。本政策全部纳入新签、续签采购协议；供应商违反政策约定，公司可依据合同采取拒收货物、取消订单、列入供应商黑名单、追偿违约赔偿金等处置措施。

The Company formally issues this Policy to all cooperating suppliers and mandates tiered transmission of control requirements to upstream partners, eliminating conflict-financing activities and human rights violations (with special focus on child rights violations) across the full supply chain. Suppliers shall submit due diligence implementation reports to AVATAR at least once per year, or on higher frequencies as reasonably requested by the Company. This Policy is incorporated into all newly signed and renewed procurement agreements. For suppliers violating Policy provisions, the Company may impose contractual



remedies including goods rejection, order cancellation, placement on supplier blacklist and claims for breach of contract damages.

### 内部管理架构与尽职调查体系

#### Internal Governance & Due Diligence System

公司设立 ESG 与可持续发展管理委员会统筹矿产尽责管理工作，采购部协同风控、法务、业务部门落地执行，核心职责如下：

The Company establishes an ESG and Sustainability Management Committee to oversee mineral due diligence management, with the Procurement Department coordinating implementation together with risk control, legal and business teams.

Core responsibilities are as follows:

1. 搭建并持续维护风险分级尽职调查体系，开展供应链风险识别、分级管控；风险划分标准、高风险国家 / 矿区清单详见内部制度《锂供应链风险分级管理标准》；

Build and continuously maintain a tiered risk-based due diligence system for supply chain risk identification and classified control. Risk classification criteria and the list of high-risk countries/mineral areas are specified in the internal document 《Lithium Supply Chain Risk Classification Management Standard》；

2. 对核心供应商常态化开展信息调研、文件审核，按需实施现场实地审核；配套《供应商尽职调查操作手册》，明确一 / 二 / 三级供应商溯源资料、尽调深度、审核周期差异化要求；年度公开披露尽责管理实施情况，披露载体为集团年度 ESG / 可持续发展报告；披露内容包含尽职调查体系运行情况、高风险区域采购规模及占比、重大风险整改案例、申诉处理统计、第三方审计结论等；



Conduct regular information surveys and document reviews for core suppliers, and carry out on-site audits as required. The supporting Supplier Due Diligence Operations Manual sets differentiated requirements for traceability documents, investigation depth and audit frequency for Tier 1 / Tier 2 / Tier 3 suppliers; Publicly disclose due diligence implementation results annually via the Group's ESG or Sustainability Report. Disclosure covers operation status of the due diligence system, procurement volume and proportion from high-risk regions, major risk remediation cases, grievance handling statistics and third-party audit conclusions;

3.采购、风控、ESG、法务各部门尽职调查、供应商审核、违规处置权责划分，详见内部文件《负责任供应链尽责管理职责分工与授权办法》。

The division of responsibilities among Procurement, Risk Control, ESG and Legal departments for due diligence, supplier audits and violation handling is specified in the internal document Responsibility Allocation and Authorization Procedure for Responsible Supply Chain Due Diligence Management.

### **申诉、审计、培训与版本管理**

#### **Grievance, Audit, Training and Version Control**

1.利益相关方可就供应链尽责管理提出意见建议，公司设立标准化申诉渠道，专属申诉邮箱：esg@avtne.com；申诉受理范围、处置流程、反馈时限、保密规则、举报人保护条款详见独立制度《申诉管理办法》；

Stakeholders may submit comments and suggestions on supply chain due diligence management via standardized grievance channels, with dedicated grievance email: esg@avtne.com. The scope of grievance acceptance, handling



procedures, response timelines, confidentiality rules and whistleblower protection provisions are stipulated in the standalone document Grievance Management Procedure;

2.公司每 12-24 个月委托具备合规资质的独立第三方机构,开展锂供应链尽责管理体系专项审计, 审计结论纳入年度公开披露内容;

The Company engages qualified independent third-party institutions every 12 to 24 months to conduct special audits of the lithium supply chain due diligence system; all audit conclusions are included in annual public disclosures;

3.本政策由 ESG 与可持续发展管理委员会统一评审、修订; 新版本生效后, 旧版文件统一回收废止;

This Policy is reviewed and revised uniformly by the ESG and Sustainability Management Committee. Upon the entry into force of a new version, all copies of the old version shall be collected and invalidated;

4.公司每年组织不少于 1 次面向全体内部员工、核心供应商的政策专项培训, 完整归档培训签到、课件、考核记录;

The Company organizes at least one special Policy training session for all internal employees and core suppliers each year, with full filing of attendance records, training materials and assessment results;

5.公司持续跟踪国际新标准、行业最佳实践、各国最新立法要求, 定期评审并迭代优化本政策。



The Company continuously monitors updated international standards, industry best practices and newly issued national legislation, and reviews and optimizes this Policy on a regular basis.

## **结语**

### **Concluding Remarks**

本公司倡议所有从事锂矿开采、贸易、加工、出口及锂制品制造的市场主体，共建标准化负责任矿产供应链尽责管理体系，根除冲突融资与人权侵害行为，推动锂电全产业链长期可持续发展。

We call upon all market participants engaged in lithium extraction, trading, processing, export and lithium product manufacturing to jointly build standardized responsible mineral supply chain due diligence systems, eliminate conflict financing and human rights violations, and advance long-term sustainable development of the full lithium industrial chain.