

**APPROVED SUPPLIER ETHICS POLICY AND SUPPLIER CODE OF CONDUCT  
CERTIFICATION STATEMENT**

**批准的供应商道德政策和供应商行为认证声明**

I am duly authorized to make this certification on behalf of [CONTRACTING PARTY] and have personal knowledge regarding the subject matter of this certification.

1. I am familiar with and understand the requirements of the Anti-Bribery Laws.<sup>1</sup> I have received, reviewed and understand, and will comply with SharkNinja's Approved Supplier Ethics Policy and SharkNinja's Suppliers' Code of Conduct ("**Code of Conduct**").<sup>2</sup> I have taken steps to ensure that all employees, intermediaries and subcontractors of [CONTRACTING PARTY] involved in [CONTRACTING PARTY]'s work on behalf of SharkNinja are familiar with, and will comply with the requirements of the Anti-Bribery Laws and the Codes of Conduct.
2. In connection with matters undertaken on behalf of SharkNinja or in connection with the business of SharkNinja, [CONTRACTING PARTY] (and, where [CONTRACTING PARTY] is a company, its affiliates, and their respective principals and intermediaries) has not taken and will not take any action in violation of the Anti-Bribery Laws, and has not paid, offered, promised or authorized, and will not pay, offer, promise, or authorize the payment of money or anything of value, directly or indirectly, to any Government Official<sup>3</sup> for the purpose of:
  - (i) influencing any act or decision of such person in his/her official capacity; or
  - (ii) inducing such person to act (including through action or omission) in violation of the lawful duty of such person; or
  - (iii) securing any improper advantage; or

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<sup>1</sup> The "**Anti-Bribery Laws**" include the US Foreign Corrupt Practices Act, 15 U.S.C. §78-dd-1, et seq., as amended, (ii) the UK Bribery Act of 2010, and (iii) and any applicable anti-bribery law, anti-corruption law, conflict of interest law, or any other law, rule or regulation of similar purpose and scope applicable to [CONTRACTING PARTY] or SharkNinja.

<sup>2</sup> See Exhibits A & B

<sup>3</sup> "**Government Official**" includes (i) an employee, officer or representative of, or any person otherwise acting in an official capacity for or on behalf of, a Government Authority (e.g., a member of a communications agency or ministry); (ii) a person holding a legislative, administrative or judicial position of any kind for a Government Authority, whether elected or appointed; (iii) an officer of, or individual who holds a position in, a political party or a candidate for public office; (iv) an individual acting for or on behalf of a foreign public international organization (e.g., the International Olympic Committee); (v) an individual who holds any other official, ceremonial or other appointed or inherited position with a government or any of its agencies, or who would otherwise be categorized as a government or public official under local law; and (vi) an individual who exercises a public function for or on behalf of a country or territory or for any public agency or public enterprise of a country or territory. This definition also includes all levels and subdivisions of governments (i.e., local, regional, and national; administrative, legislative, and executive governmental entities), as well as immediate staff and family members of persons falling within the definition of Governmental Officials. Further, government employees and employees of fully or partially state-owned enterprises are considered Government Officials (e.g., employees of state-owned or partially state-owned cable, satellite, telecommunications or other paid television companies).

(iv) inducing such person to use his/her influence to affect or influence any act or decision of a Government Authority,

in order to assist [CONTRACTING PARTY] or SharkNinja in obtaining or retaining business for or with, or directing business to, any person.

3. I will notify SharkNinja immediately if subsequent developments cause this certification and information reported herein to be inaccurate or incomplete.

I acknowledge that SharkNinja shall rely on this certificate.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## 反贿赂认证声明

我已获得正式授权代表[合同方]进行此认证，并具有关于此认证主题的个人知识。

1. 我熟悉并理解反贿赂法的要求<sup>4</sup>。我已收到，审阅，理解，并将遵守 SharkNinja 批准的供应商道德政策和 SharkNinja 的供应商行为准则（"行为准则"）。<sup>5</sup>我已采取措施确保参与[合同方]代表 SharkNinja 工作的[合同方]的所有员工，中间人，和分包商都熟悉并遵守反贿赂法的要求和行为准则。
2. 关于代表 SharkNinja 或与 SharkNinja 的业务有关的事项，[合同方]（以及其关联公司及其各自的管理人员和中介）没有采取并且不会采取任何违反反贿赂法的行为，并且没有也不会为了协助 SharkNinja 或[合同方]或任何其他人员取得或保留业务直接或间接支付，提供，承诺或授权支付金钱或任何有价值物品给任何政府官员<sup>6</sup>以：
  - (i) 影响此人的官方行为或决定；或
  - (ii) 诱使此人从事违反其法定职责的行为或忽视其法定职责；或
  - (iii) 确保任何不正当的利益或优势；或
  - (iv) 诱使该人使用其影响力影响政府机构的任何作为或决定，
3. 如果后续发展导致此认证和此处提供的信息不准确或不完整，我将立即通知 SharkNinja。

我同意 SharkNinja 将依赖此认证。

签名: \_\_\_\_\_

姓名: \_\_\_\_\_

头衔: \_\_\_\_\_

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<sup>4</sup> "反贿赂法"包括美国反海外腐败法，15 U.S.C. § 78-dd-1, et seq, 修订版，(ii) 2010 年英国反贿赂法，以及 (iii) 和任何适用的反贿赂法，反腐败法，利益冲突法或任何适用于[合同方]或 Shark Ninja 的其他类似目的和范围的法律或规则。

<sup>5</sup> 见图表 A 和 B.

<sup>6</sup> "政府官员"包括 (i) 政府机关（例如通讯机构或部门的成员）的官员或代表其行事的雇员，高级职员或代表，或任何其他人员；(ii) 为政府机关担任任何种类的立法，行政或司法职位的人，不论是当选的还是获委任的；(iii) 在政党或公职候选人中担任职务的人员或个人；(iv) 代表外国公共国际组织（例如国际奥林匹克委员会）或代表其行事的个人；(v) 根据当地法律，与政府或其任何机构持有任何其他官方，仪式或其他任命或继承职位，或根据当地法律被归类为政府或公职人员的个人；(vi) 为某国家或地区或代表某国家或地区的公共机构或公共企业行使公共职能的个人。该定义还包括政府（即地方，区域和国家；行政，立法和行政政府实体）的所有级别和细分，以及属于政府官员定义范围内的直接工作人员和家庭成员。此外，政府官员和全部或部分国有企业的雇员被视为政府官员（例如，国有或部分国有电缆，卫星，电信或其他付费电视公司的雇员）。

日期: \_\_\_\_\_

## EXHIBIT A

### Approved Supplier Ethics Policy 附件一：授权供应商道德政策

SharkNinja Operating LLC, and its affiliated entities worldwide (“SharkNinja”) are committed to the highest standards of product quality and business integrity in their dealings with customers and suppliers. Compliance with legal and ethical standards is the responsibility of everyone in the supply chain system at every level. All SharkNinja Suppliers (defined below) and SharkNinja employees are expected to conduct themselves with the highest standards of honesty, ethics, and personal integrity, while adhering to all applicable laws at all times.

尚科宁家运营有限公司（SharkNinja Operating LLC）及其全球关联实体（“尚科宁家”）在其和客户及供应商的交易往来中秉承最高标准的产品质量和商业诚信原则。遵守法律和道德标准是供应链中各级员工的责任。所有尚科宁家供应商（定义见下文）和尚科宁家员工的行为均应遵守诚信、道德和个人操守的最高标准，并时刻遵守所有适用法律。

This Approved Supplier Ethics Policy (the “Policy”) applies globally to all SharkNinja Suppliers. “Suppliers” means any business, company, corporation, person, or other entity that sells, or seeks to sell, whether directly or indirectly, any kind of goods or services to SharkNinja, and it includes the Supplier’s employees, agent, and other representatives.

本授权供应商道德政策（“政策”）适用于全球所有尚科宁家供应商。“供应商”指任何向或寻求向尚科宁家直接或间接销售任何种类商品或服务的企业、公司、法人团体、个人或其他实体，其中包括供应商的员工、代理人和其他代表。

#### **To that end, as a Supplier, you shall:** 为此，作为供应商，您应当：

Comply with all applicable anti-corruption laws, including the US Foreign Corrupt Practice Acts, the UK Bribery Act, PRC Anti-Unfair Competition Law, The Criminal Law of the PRC, and other similar anti-corruption laws around the world (“Applicable Law(s)"). These Applicable Laws generally set prohibitions on giving bribes to government offices, establish books and records requirements, and set criminal and civil penalties for violations. These laws may also apply to receiving bribes or apply to private sector individuals as a form of commercial bribery.

遵守所有适用的反腐败法律，包括美国《反海外腐败法》、英国《反贿赂法》、《中华人民共和国反不正当竞争法》、《中华人民共和国刑法》以及全球其他类似反腐败法律（“适用法律”）。这些适用法律通常规定：禁止向政府机关行贿，制定账簿和记录要求，并对违法行为设置刑事和民事处罚。这些法律也可能适用于收受贿赂或适用于（商业贿赂形式下的）私营部门个人。

- A. Comply with all laws, regulations and policies applicable to them and their dealings with SharkNinja. These laws, rules, regulations, and policies include:  
遵守所有适用于他们及他们和尚科宁家之间所有交易的法律、法规和政策。此类法律、规则、法规和政策包括：

- 1) Equal Employment;  
平等就业;
- 2) Anti-discrimination and harassment;  
反歧视和骚扰;
- 3) Human rights;  
人权;
- 4) Conflicts of Interest;  
利益冲突;
- 5) Health & Safety;  
健康和安全;
- 6) Environment; and  
环境; 以及
- 7) Codes of business conduct.  
商业行为准则。

B. Not take any actions or permit by your own suppliers, subcontractors, agents or other third parties which may cause SharkNinja to be liable for any violation of any Applicable Law.

不从事也不允许自己的供应商、分包商、代理商或其他第三方从事任何可能导致尚科宁家承担违反任何适用法律的责任的行为。

C. Not use money or other consideration received from SharkNinja in violation of the Applicable Laws or for other unlawful purposes, such as making any payments or giving anything of value (directly or indirectly) to attempt to improperly influence an act or decision to obtain or retain business or to secure an improper business advantage. The foregoing applies to any offer or promise to make payment or give anything of value to any of the following:

使用从尚科宁家获得的金钱或其他对价时不违反适用法律，也不将该等金钱或对价用于其他非法用途，例如：直接或间接进行任何支付或给予任何有价物，企图不正当地影响某一行为或决定，以获得或保留业务或获得不正当的商业优势。上述规定适用于向下列任何人进行支付或给予任何有价物的任何意图或承诺：

- 1) a government official or employee (including any person holding an executive, legislative, judicial or administrative office, whether elected or appointed, or of any public international organization, such as the United Nations or World Bank, or any person acting in any official capacity for or on behalf of such government or organization);  
政府官员或员工（包括任何担任行政、立法、司法或管理职位的个人，无论其是经过选举或任命产生的；隶属于任何国际公共组织，例如联合国或世界银行；或任何为了该等政府或组织的利益或代表该等政府或组织以任何官方身份行事的个人）；
- 2) an employee or officer of a public sector or state-owned enterprise;  
公共部门或国有企业员工或官员；
- 3) a political candidate, political party or any officer or employee of a political party;

- 政治候选人、政党或政党的任何官员或员工；
- 4) any other person if you know or should know that any portion of the offering will be offered (directly or indirectly) to any of the above-identified persons; or  
(您所知道或应知道的) 将直接或间接获得任何部分物品的任何其他人士；
  - 5) a private sector employee or officer as a form of commercial bribery.  
商业贿赂形式下的私营部门的员工和官员。

Without limiting the foregoing, prohibited types of offerings include anything of value such as: cash or equivalents (including gift cards), inappropriate gifts, travel and entertainment, charitable or political contributions, no-bid arrangements (a contract awarded without competitive bidding), in-kind services (the transfer of goods or service in lieu of money), hiring relatives, or unauthorized facilitation payments, where given to obtain an improper advantage.

在不限制前述规定的前提下，禁止类型的物品包括任何有价物，例如：为获得不正当好处而给予的现金或等同物（包括礼品卡）、不适当的礼品、旅行和娱乐、慈善或政治捐款、未经招投标程序达成的安排（未经招投标程序授予的合同）、实物服务（代替金钱的商品或服务转让）、雇用亲属或未经授权的通融费。

- D. Upon SharkNinja’s request, direct your own suppliers, subcontractors, agents, or other third parties to execute a similar written anti-corruption compliance statement and provide confirmation to SharkNinja that such action has been taken.  
按照尚科宁家的要求，指示您自己的供应商、分包商、代理商或其他第三方签署一份类似的书面反腐败合规声明，并向尚科宁家提供已采取此行动的证明。
- E. Keep accurate and complete books and records, and ensure that all other audit terms and related obligations set forth in your agreement(s) with SharkNinja comply with this Policy. Further, you are prohibited from establishing, retaining, or using any undisclosed or unrecorded company funds.  
保存准确、完整的账簿和记录，并确保您与尚科宁家之间的协议中规定的所有其他审计条款及有关义务与本政策相一致。此外，您不得设立、保留或使用任何未披露的或未记录的公司资金。
- F. Abide by all antitrust and competition laws in every country where SharkNinja does business. SharkNinja is fully committed to competing fairly. You shall not fix prices or rig bids with your competitors. Likewise, you shall not allocate customers or markets with your competitors, or exchange current recent, or future pricing information with your competitors.  
遵守尚科宁家开展业务的每个国家的所有反垄断和竞争法律。尚科宁家完全承诺公平竞争。您不应与您的竞争对手限定价格或串通投标。同时，您不应与您的竞争对手划分客户和市场或与您的竞争对手交换目前最新的或未来的价格信息。
- G. Respect and comply with intellectual property rights, privacy, and data protection. Any transfer of technology, proprietary information, or trade secrets without SharkNinja’s consent is prohibited. Suppliers are required to respect the reasonable privacy and confidentiality expectations with everyone with whom they do business, and appropriately protect all data that may come into their possession.  
尊重且遵守知识产权、隐私及数据保护。未经尚科宁家同意，禁止传输任何技术、专有信息或商业秘密。供应商应尊重与其进行商业往来的所有人的合理隐私

和保密要求，并以合理方式保护其可能获得的所有数据。

In no event shall SharkNinja be obligated under any Supplier or third-party agreement to take any action or omit to take any action that SharkNinja believes, in good faith, could cause it to be in violation of any of the Applicable Laws.

在任何情况下，尚科宁家在任何**供应商**或第三方协议项下均无义务采取或不采取任何**尚科宁家**依诚信原则认为可能导致其违反任何**适用法律**的行为。

SharkNinja retains the right to suspend or terminate your agreement(s) with SharkNinja immediately upon written notice if we believe, in SharkNinja's sole discretion, that you have breached any elements of this Policy, or if you make a false or fraudulent statement, representation or warranty while carrying out your contractual obligations. Furthermore, in the event of non-compliance, SharkNinja reserves the right to take any and all action including, but not limited to pursuing legal recourse.

如果**尚科宁家**经自主决定认为您违反了**本政策**任何规定，或者如果您在履行自身合同义务过程中作出了虚假或欺诈性声明、陈述或保证，**尚科宁家**保留经书面通知后立即中止或终止您与**尚科宁家**之间协议的权利。此外，如有不合规情况，**尚科宁家**保留采取任何及所有行动的权利，包括但不限于诉诸法律途径。

## EXHIBIT B

### Supplier Code of Conduct (the “Code”)

#### 附件二：供应商行为准则（“准则”）

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#### A. ETHICS

##### 道德

To meet social responsibilities and to achieve success in the marketplace, Supplier and its agents will uphold the highest standards of ethics including:

为履行社会责任，在市场中获得成功，**供应商**和其代理人应严守最高道德标准，包括：

##### 1) Business Integrity

###### 商业诚信

The highest standards of integrity are to be upheld in all business interactions. Supplier shall have a zero-tolerance policy to prohibit any and all forms of bribery, corruption, extortion and embezzlement.

在所有的商业活动中应严守最高诚信标准。**供应商**应实行“零容忍”政策，禁止任何形式的贿赂、腐败、勒索和贪污行为。

##### 2) No Improper Advantage

###### 禁止不正当好处

Bribes or other means of obtaining undue or improper advantage are not to be promised, offered, authorized, given or accepted. This prohibition covers promising, offering, authorizing, giving or accepting anything of value, either directly or indirectly through a third party, in order to obtain or retain business, direct business to any person, or otherwise gain an improper advantage. Monitoring and enforcement procedures shall be implemented to ensure compliance with anti-corruption laws.

禁止承诺、提供、授权、给予或接受贿赂或其他获得不适当或不正当好处的手段。这一禁令适用于承诺、提供、授权、给予或接受任何有价值物（无论是直接的还是间接通过第三方进行），以获得或保留业务，将业务授予任何人或通过其他方式获得不正当好处。实施监督和执行程序，确保遵守反腐败法律。

##### 3) Disclosure of Information

###### 信息披露

All business dealings should be performed transparently and accurately reflected on Supplier’s business books and records. Information regarding participant labor, health and safety, environmental practices, business activities, structure, financial situation and performance is to be disclosed in accordance with applicable regulations and prevailing industry practices. Falsification of records or misrepresentation of conditions or practices in the supply chain are unacceptable.

所有商业交易均应透明化，并准确地反映在**供应商**的业务账簿和记录中。根据适用法规和现行行业惯例披露关于劳动参与者、健康和安全、环境实践、业务活动、架构、财务状况和业绩的信息。禁止伪造记录或就供应链中的情况或做法作虚假陈述。

#### 4) Intellectual Property

##### 知识产权

Intellectual property rights are to be respected; transfer of technology and know-how is to be done in a manner that protects intellectual property rights; and, customer and supplier information is to be safeguarded.

尊重知识产权；技术和专业知识转让时注意保护知识产权；保护客户和供应商的信。

#### 5) Fair Business, Advertising and Competition

##### 公平营商、广告和竞争

Standards of fair business, advertising and competition are to be upheld.

严守公平营商、广告和竞争的标准。

#### 6) Protection of Identity and Non-Retaliation

##### 身份保护及禁止报复

Programs that ensure the confidentiality, anonymity and protection of supplier and employee whistleblowers are to be maintained, unless prohibited by law. Supplier will have a communicated process for their personnel to be able to raise any concerns without fear of retaliation.

制定相关计划，确保供应商和员工举报人的保密性、匿名性和保护，法律禁止的情形除外。**供应商**应建立与员工的沟通机制，以便员工在指出任何问题时不畏打击报复。

#### 7) Responsible Sourcing of Minerals

##### 在采购矿物时秉承负责任的态度

Supplier shall have a policy to reasonably assure that the tantalum, tin, tungsten and gold in the products they manufacture does not directly or indirectly finance or benefit armed groups that are perpetrators of serious human rights abuses in the Democratic Republic of the Congo or an adjoining country. Supplier shall exercise due diligence on the source and chain of custody of these minerals and make their due diligence measures available to customers upon customer request.

**供应商**应实行一项政策，合理确保其制造的产品中的钽、锡、钨和黄金不直接或间接资助或有益于刚果民主共和国或其相邻国家境内严重侵犯人权的武装组织。**供应商**应对这些矿物的来源和监管链进行尽职调查，并根据客户要求向客户提供其尽职调查措施。

#### 8) Privacy

##### 隐私

Supplier will commit to protecting the reasonable privacy expectations of personal information of everyone they do business with, including suppliers, customers, consumers and employees. Supplier are to comply with privacy and information security laws and regulatory requirements when personal information is collected, stored, processed, transmitted, and shared.

**供应商**应尽力保护与其有业务往来的每个人（包括供应商、客户、消费者和员工）的合

理个人信息隐私保护要求。在收集、存储、处理、传输和共享个人信息时，**供应商**应遵守隐私和信息安全法律法规规定。

## **B. LABOR** **劳动人事**

Supplier shall commit to upholding the human rights of workers, and to treat them with dignity and respect. This applies to all workers including temporary, migrant, student, contract, direct employees, and any other type of worker.

**供应商**应尽力保障工人的人权，并尊重其人格尊严。本条款适用于包括临时工、移民工、学生工、合同工、直属员工等任何其他类型工人在内的所有工人。

Our labor standards are as follows:  
我们的劳动标准如下：

### **1) Freely Chosen Employment** **自由择业**

Forced, bonded (including debt bondage) or indentured labor, involuntary or exploitative prison labor, slavery or trafficking of persons shall not be used. This includes transporting, harboring, recruiting, transferring or receiving persons by means of threat, force, coercion, abduction or fraud for labor or services. There shall be no unreasonable restrictions on workers' freedom of movement in the facility in addition to unreasonable restrictions on entering or exiting company- provided facilities. As part of the hiring process, workers must be provided with a written employment agreement in their native language that contains a description of terms and conditions of employment prior to the worker departing from his or her country of origin and there shall be no substitution or change(s) allowed in the employment agreement upon arrival in the receiving country unless these changes are made to meet local law and provide equal or better terms. All work must be voluntary and workers shall be free to leave work at any time or terminate their employment. Employers and agents may not hold or otherwise destroy, conceal, confiscate or deny access by employees to their identity or immigration documents, such as government-issued identification, passports or work permits, unless such holdings are required by law. Workers shall not be required to pay employers' or agents' recruitment fees or other related fees for their employment. If any such fees are found to have been paid by workers, such fees shall be repaid to the worker.

禁止强迫劳动、抵债劳动（包括债役）或契约劳动、非自愿性或剥削性狱中劳役、奴役和人口贩卖。其中包括通过威胁、武力、胁迫、绑架或欺诈手段运输、窝藏、招募、转移或接收人员，迫使其提供劳动或服务。除了对进出公司提供的设施的不合理限制以外，对工人在设施内的自由行动不应有任何不合理的限制。作为招聘过程的一部分，必须向工人提供以其母语拟订的书面劳动合同；此类劳动合同必须包含工人离开其原籍国之前的雇用条款和条件的描述，且在抵达接收国之后，此类劳动合同中不得有任何替代或变更，除非这些变更符合当地法律并提供同等或更优越的条款。所有工作必须是自愿的，且工人有权随时自由离开工作或解除其劳动合同。用人单位和代理人不得扣留或以其他方式销毁、隐瞒、没收或拒绝员工查阅其身份或移民文件，例如政府颁发的身份证

明、护照或工作许可证，法律另有规定的除外。不得要求工人支付用人单位或代理人招聘费用或其他相关的就业费用。如发现工人已支付任何此类费用，则应将此类费用退还给工人。

## 2) Young Workers 青少年职工

Child labor is not to be used in any stage of our manufacturing. The term “child” refers to any person under the age of 15, or under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is greatest. The use of legitimate workplace learning programs, which comply with all laws and regulations, is supported. Workers under the age of 18 (Young Workers) shall not perform work that is likely to jeopardize their health or safety, including night shifts and overtime. Supplier shall ensure proper management of student workers through proper maintenance of student records, rigorous due diligence of educational partners, and protection of students’ rights in accordance with applicable law and regulations. Supplier shall provide appropriate support and training to all student workers. In the absence of local law, the wage rate for student workers, interns and apprentices shall be at least the same wage rate as other entry-level workers performing equal or similar tasks.

在我们的任何生产阶段都不得使用童工。“儿童”一词指任何未满 15 周岁或没有达到相应国家完成义务教育年龄或没有达到相应国家最低就业年龄（以最大年龄为准）的人。鼓励实行符合所有法律法规规定的合法在职学习计划。未满 18 周岁的工人（青少年职工）不应从事可能危害其健康和安全的的工作，包括上夜班和超时工作。供应商应根据适用法律法规适当保存学生工记录，对教育合作伙伴进行严格尽职调查，保护学生工权利，以确保对学生工进行合理管理。供应商应向全体学生工提供适当的支持和培训。在当地法律没有规定的情况下，学生工、实习生和学徒的工资标准应至少与执行相同或类似任务的其他入门级工人的工资标准相同。

## 3) Working Hours 工作时间

Studies of business practices clearly link worker strain to reduced productivity, increased turnover and increased injury and illness. Working hours are not to exceed the maximum set by local law. Further, a workweek should not be more than 60 hours per week, including overtime, except in emergency or unusual situations. Workers shall be allowed at least one day off every seven days.

商业实践研究发现，工作压力与生产率降低、流失率上升以及伤病率升高具有明显相关性。工作时间不得超过当地法律规定的最长工作时间。此外，每周工作时间不得超过六十小时（含加班时间，紧急情况和特殊情况除外）工人每七天应至少休息一天。

**4) Wages and Benefits**  
薪酬福利

Compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. In compliance with local laws, workers shall be compensated for overtime at pay rates greater than regular hourly rates. Deductions from wages as a disciplinary measure shall not be permitted. For each pay period, workers shall be provided with a timely and understandable wage statement that includes sufficient information to verify accurate compensation for work performed. All use of temporary, dispatch and outsourced labor will be within the limits of the local law.

支付给工人的报酬应符合所有适用的工资法律规定，包括与最低工资、加班时间和法定福利有关的法律。在遵守当地法律的前提下，超时工作的工资标准应高于正常工资标准。禁止扣工资作为纪律处分措施。及时向工人提供易懂的每个工资周期的工资单，其中列明足够的信息以核实所完成工作对应的报酬是否准确。所有临时、派遣或外包员工的使用都应在当地法律的限制范围内进行。

**5) Humane Treatment**  
人道待遇

There is to be no harsh and inhumane treatment including any sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or verbal abuse of workers; nor is there to be the threat of any such treatment. Disciplinary policies and procedures in support of these requirements shall be clearly defined and communicated to workers.

禁止任何包括性骚扰、性侵害、体罚、精神或肉体胁迫或言语虐待工人等严苛和不人道的待遇；此外，禁止威胁给予任何此类待遇。明确界定支持这些要求的纪律政策和程序，并将其传达给工人。

**6) Non-Discrimination**  
禁止歧视

Supplier is committed to a workforce free of harassment and unlawful discrimination. Supplier shall not engage in discrimination based on race, color, age, gender, sexual orientation, gender identity and expression, ethnicity or national origin, disability, pregnancy, religion, political affiliation, union membership, covered veteran status, protected genetic information or marital status in hiring and employment practices such as wages, promotions, rewards, and access to training. Workers shall be provided with reasonable accommodation for religious practices. In addition, workers or potential workers should not be subjected to medical tests or physical exams that could be used in a discriminatory way.

供应商应尽力创造没有骚扰和非法歧视的工作环境。在工资、晋升、奖励和培训机会等招聘和劳动人事实践中，供应商不得基于种族、肤色、年龄、性别、性取向、性别认同和表达、族裔或国籍、残疾、怀孕、宗教、政治立场、工会会员身份、受保护退伍军人身份、受保护基因信息或婚姻状况进行歧视。为工人提供合理的宗教活动场所。此外，工人或潜在工人不应接受可能以歧视性方式使用的医学检查或体检。

## C. HEALTH and SAFETY 健康和安

Supplier recognizes that in addition to minimizing the incidence of work-related injury and illness, a safe and healthy work environment enhances the quality of products and services, consistency of production and worker retention and morale. Supplier also recognizes that ongoing worker input and education is essential to identifying and solving health and safety issues in the workplace.

供应商认识到，除尽量减少与工作有关的伤害和疾病的发生率以外，一个安全健康的工作环境有利于提升产品和服务质量、生产一致性、员工留存率和士气。此外，供应商还认识到，对员工持续进行资源投入和教育对于发现和解决工作场所的健康和安全问题而言至关重要。

Our health and safety standards are as follows:  
我们的健康和安

### 1) Occupational Safety 职业安

Worker potential for exposure to safety hazards (e.g., chemical, electrical and other energy sources, fire, vehicles, and fall hazards) are to be identified and assessed, and controlled through proper design, engineering and administrative controls, preventative maintenance and safe work procedures (including lockout/tagout), and ongoing safety training. Where hazards cannot be adequately controlled by these means, workers are to be provided with appropriate, well-maintained, personal protective equipment and educational materials about risks to them associated with these hazards. Reasonable steps must also be taken to remove pregnant women/nursing mothers from working condition with high hazards, remove or reduce any workplace health and safety risks to pregnant women and nursing mothers including those associated with their work assignments, as well as include reasonable accommodations for nursing mothers.

对工人接触安全隐患（例如化学、电力和其他能源、火灾、车辆和坠落危险）的可能性进行识别和评估，并通过适当的设计、工程和行政控制措施、预防性维护和安全工作程序（包括封锁作业区域/悬挂警示标牌）和持续的安全培训来控制隐患。如果上述手段不足以控制隐患，应向工人提供适当的、保养良好的个人防护用品和与这些隐患有关的风险相关的教育材料。还需采取合理措施确保孕期或哺乳期职工远离危险性高的工作环境，消除或减少孕期和哺乳期职工可能面临的任何工作场所健康和安

### 2) Emergency Preparedness 应急准备

Potential emergency situations and events are to be identified and assessed, and their impact minimized by implementing emergency plans and response procedures including: emergency reporting, employee notification and evacuation procedures, worker training and drills, appropriate fire detection and suppression equipment, clear and unobstructed egress adequate exit facilities and recovery plans. Such plans and procedures shall focus on minimizing harm to life, the environment and property.

实行包括紧急报告、员工通知和疏散程序、员工培训和演习、相应的火灾探测和灭火装置、出口标记清楚、畅通无阻的适当疏散设施和恢复计划等应急预案和响应程序，发现和评估潜在紧急情况 and 事件，并将其影响降至最低。这些计划和程序应着重于尽量减少对生命、环境和财产的危害。

### **3) Occupational Injury and Illness** 工伤与职业病

Procedures and systems are to be in place to prevent, manage, track and report occupational injury and illness including provisions to: encourage worker reporting; classify and record injury and illness cases; provide necessary medical treatment; investigate cases and implement corrective actions to eliminate their causes; and facilitate return of workers to work.

制定相应程序和制度，防止、管理、追踪和报告工伤与职业病，包括以下规定：鼓励员工进行报告；对伤病案件进行分类和记录；提供必要的医疗；调查案件并实施纠正措施以消除其起因；帮助工人重返工作岗位。

### **4) Industrial Hygiene** 工业卫生

Worker exposure to chemical, biological and physical agents is to be identified, evaluated, and controlled according to the hierarchy of controls. Potential hazards are to be eliminated or controlled through proper design, engineering and administrative controls. When hazards cannot be adequately controlled by such means, workers are to be provided with and use appropriate, well-maintained, personal protective equipment. Protective programs shall include educational materials about the risks associated with these hazards.

以分级控制的方式识别、评估和控制工人接触化学、生物和物理试剂的危害。通过适当的设计、工程和行政控制措施来消除或控制潜在的危害。如果这些手段不足以控制危害的，应向工人提供并促使工人使用适当的、保养良好的个人防护用品。保护计划应包括与这些危害有关的风险相关的教育材料。

### **5) Physically Demanding Work** 重体力劳动作业

Worker exposure to the hazards of physically demanding tasks, including manual material handling and heavy or repetitive lifting, prolonged standing and highly repetitive or forceful assembly tasks is to be identified, evaluated and controlled.

发现、评估和控制工人重体力劳动作业的危险，包括人工物料搬运作业和提重物或频繁提重物作业、长时间站立作业和高度重复性或高强度装配作业。

**6) Machine Safeguarding**  
机器设备安全防护

Production and other machinery shall be evaluated for safety hazards. Physical guards, interlocks and barriers are to be provided and properly maintained where machinery presents an injury hazard to workers.

评估生产和其他机器设备的安全隐患。在机器设备可能对工人造成伤害危险的地方，应提供并妥善维护物理防护装置、联锁装置和防范装置。

**7) Sanitation, Food, and Housing**  
卫生、食品和住宿

Workers are to be provided with ready access to clean toilet facilities, potable water and sanitary food preparation, storage, and eating facilities. Worker dormitories provided by Supplier or a labor agent are to be maintained to be clean and safe, and provided with appropriate emergency egress, hot water for bathing and showering, adequate lighting heat and ventilation, individually secured accommodations for storing personal and valuable items, and reasonable personal space along with reasonable entry and exit privileges.

为工人提供干净的厕所设施、饮用水和卫生食品制备、储存和食用设施。供应商或劳务代理商提供的工人宿舍应保持清洁和安全，并具备适当的紧急出口、洗澡和淋浴的热水、充足的照明、供暖和通风、用于存放个人和贵重物品的单独、安全的设施、合理的个人空间以及合理的进出权利。

**8) Health and Safety Communication**  
健康和沟通

Supplier shall provide workers with appropriate workplace health and safety information and training in the language of the worker or in a language the worker can understand for all identified workplace hazards that workers are exposed to, including but not limited to mechanical, electrical, chemical, fire, and physical hazards.

供应商应向工人提供适当的工作场所健康和安​​全信息，并以工人使用的语言或工人可以理解的语​​言为工人提供培训，使其了解其可能接触的所有已发现的工作场所隐患，包括但不限于机械、电气、化学、火灾和物理隐患。

**D. ENVIRONMENTAL**  
环境

Supplier recognizes that environmental responsibility is integral to producing world class products. In manufacturing operations, adverse effects on the community, environment and natural resources are to be minimized while safeguarding the health and safety of the public. Supplier agrees to follow and comply with all relevant national and local laws.

供应商认识到，环境责任是生产世界级产品必不可少的条件。在制造作业中，应尽量减少对社区、环境和自然资源的不利影响，同时保护公众的健康和安全。供应商同意遵循并遵守所有相关的国家和地方法律。

Our environmental standards are:  
我们的环境标准如下:

**1) Environmental Permits and Reporting**  
环境许可证和报告

All required environmental permits (e.g. discharge monitoring), approvals and registrations are to be obtained, maintained and kept current and their operational and reporting requirements are to be followed.

获得、持有所有必需的环境许可证（例如排放监测）、批准和登记备案并使其保持最新状态，并遵循其操作和报告要求。

**2) Pollution Prevention and Resource Reduction**  
**污染防治和资源减量化**

Emissions and discharges of pollutants and generation of waste are to be minimized or eliminated at the source or by practices such as adding pollution control equipment; modifying production, maintenance and facility processes; or by other means. The use of natural resources, including water, fossil fuels, minerals and virgin forest products, is to be conserved or by practices such as modifying production, maintenance and facility processes, materials substitution, re-use, conservation, recycling or other means.

从源头或通过增加污染控制设备、改变生产、维护和设施流程或其他手段等措施尽量减少或消除污染物的排放以及废物的产生。通过改变生产、维护和设施流程、材料替代、再利用、保护、回收或其他方式等措施来节约水、化石燃料、矿物和原始森林产品等自然资源。

**3) Hazardous Substances**  
有害物质

Chemicals and other materials posing a hazard to humans or the environment are to be identified, labelled and managed to ensure their safe handling, movement, storage, use, recycling or reuse and disposal.

识别、标记和管理对人类或环境构成危害的化学品和其他材料，以确保其安全处理、移动、储存、使用、回收或再利用和处置该等化学品和材料。

**4) Solid Waste**  
固体废物

Supplier shall implement a systematic approach to identify, manage, reduce, and responsibly dispose of or recycle solid waste (non-hazardous).

供应商应采用系统化的方法识别、管理、减少并以负责任的方式处理或回收（无害）固体废物。

5) Air Emissions  
废气排放

Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, routinely monitored, controlled and treated as required prior to discharge. Supplier shall conduct routine monitoring of the performance of its air emission control systems.

易挥发有机化合物、气溶胶、腐蚀性物质、颗粒物、破坏臭氧气层类化学物质和操作产生的燃烧副产物的废气排放应在排放前按要求进行区分、定期监测、控制和处理。供应商应对其废气排放控制系统的性能定期进行监测。

6) Materials Restrictions  
材料限制

Supplier will adhere to all applicable laws, regulations and customer requirements regarding prohibition or restriction of specific substances in products and manufacturing, including labeling for recycling and disposal.

供应商应遵守所有禁止或限制产品和生产中特定材料的适用法律、法规和客户要求，包括材料回收和处理的标签。

7) Water Management  
用水、排水管理

Supplier shall implement a water management program that documents, characterizes, and monitors water sources, use and discharge; seeks opportunities to conserve water; and controls channels of contamination. All wastewater is to be characterized, monitored, controlled, and treated as required prior to discharge or disposal. Supplier shall conduct routine monitoring of the performance of its wastewater treatment and containment systems to ensure optimal performance and regulatory compliance.

供应商应实施用水、排水管理计划，记录、区分和监测水源、使用和排放；寻求节约用水的机会；并控制污染渠道。在排放或处理之前，应按要求对所有废水进行区分、监测、控制和处理。供应商应对其废水处理和储存系统的性能定期进行监控，确保其保持最佳性能和合规性。

**E. MANAGEMENT SYSTEMS**  
管理体系

Supplier shall adopt or establish a management system whose scope is related to the content of this Code. The management system shall be designed to ensure: (a) compliance with applicable laws, regulations and customer requirements related to the Supplier's operations and products; (b) conformance with this Code; and (c) identification and mitigation of operational risks related to this Code. It should also facilitate continual improvement.

供应商应采用或建立一个范围与**本准则**内容相关的管理体系。此管理体系应旨在确保：  
(a) 符合有关**供应商**运营和产品的适用法律、法规和客户要求；(b) 符合**本准则**规定；  
(c) 识别和减轻与**本准则**相关的操作风险。此管理系统也应促进持续改进工作。

The management system should contain the following elements:

此管理系统应该包含如下内容：

### 1) Company Commitment

#### 企业承诺

A corporate social and environmental responsibility policy statements affirming Supplier's commitment to compliance and continual improvement, endorsed by executive management and posted in the facility in the local language.

经高级管理人员签字批准的并以当地语言张贴在相关场所中的企业社会和环境责任政策声明，确认**供应商**对合规性和持续改进的承诺。

### 2) Management Accountability and Responsibility

#### 管理人员责任划分和责任追究

Clear identification of senior executive and company representative(s) responsible for ensuring implementation of the management systems and associated programs. Senior management should review the status of the management system on a regular basis.

明确指定负责确保管理体系和相关计划实施的高级管理人员和公司代表。高级管理层应定期审查管理体系的状况。

### 3) Legal and Customer Requirements

#### 法律和客户要求

A process to identify, monitor and understand applicable laws, regulations and customer requirements, including the requirements of this Code.

制定相关程序，识别、监控和理解适用法律、法规和客户要求（包括**本准则**的要求）。

### 4) Risk Assessment and Risk Management

#### 风险评估和风险管理

A process to identify the legal compliance, environmental, health and safety and labor practice and ethics risks associated with Supplier's operations. Determination of the relative significance for each risk and implementation of appropriate procedural and physical controls to control the identified risks and ensure regulatory compliance.

制定相关程序，识别与**供应商**运营相关的法律合规、环境、健康和安全以及劳工实践和道德风险。确定每种风险的相对重要性并采取适当的程序和物理控制措施，控制已识别的风险，并确保合规性。

**5) Improvement Objectives**  
改进目标

Written performance objectives, targets and implementation plans to improve the Supplier's social and environmental performance, including a periodic assessment of Supplier's performance in achieving those objectives.

制定提升**供应商**社会和环境绩效的书面绩效目标、任务和实施计划，包括定期评估**供应商**在实现这些目标方面的表现。

**6) Training**  
培训

Programs for training managers and workers to implement Supplier's policies, procedures and improvement objectives and to meet applicable legal and regulatory requirements.

制定管理人员和工人培训计划，以贯彻落实**供应商**政策、程序和改进目标以及满足适用法律和监管要求。

**7) Communication**  
沟通传达

A process for communicating clear and accurate information about Supplier's policies, practices, expectations and performance to workers, suppliers and customers.

制定相关程序，向工人、供应商和客户传达清晰、准确的关于**供应商**政策、实践、要求和绩效的信息。

**8) Worker Feedback, Participation and Grievance**  
工人反馈、参与和申诉

Ongoing processes, including an effective grievance mechanism, to assess employees' understanding of and obtain feedback on or violations against practices and conditions covered by this Code and to foster continuous improvement.

制定持续的程序(包括有效的申诉机制)，评估员工对**本准则**所涵盖的实践和条件的理解，获取与该等实践和条件有关或违反该等实践和条件情况的反馈，并促进持续改进工作。

**9) Audits and Assessments**  
审计和评估

Periodic self-evaluations to ensure conformity to legal and regulatory requirements, the content of the Code, and customer contractual requirements related to social and environmental responsibility.

定期进行自我评估，确保符合与社会和环境责任相关的法律和监管要求、**本准则**内容以及客户合同要求。

## **10) Corrective Action Process**

### 纠正措施流程

A process for timely correction of deficiencies identified by internal or external assessments, inspections, investigations and reviews.

制定相关程序，及时纠正内部或外部评估、检查、调查和复审中所发现的缺陷。

## **11) Documentation and Records**

### 文档和记录

Creation and maintenance of documents and records to ensure regulatory compliance and conformity to company requirements along with appropriate confidentiality to protect privacy.

创建和维护文件和记录，确保符合法规要求和公司要求以及保护隐私所需的适当保密性。

## **12) Supplier Responsibility**

### 供应商责任

A process to communicate Code requirements to suppliers and to monitor supplier compliance to the Code.

制定相关程序，向供应商传达本准则要求并监督供应商对本准则遵守情况。