

Code of Conduct for Business Partners (China Version)

商业伙伴行为守则（中国版）

I. Recitals 前言

FrymaKoruma, Stephan and Terlet – ProXES unites several brands for processing technology and automation competence under one roof. ProXES stands for trust, reliability, and sustainable growth. The integrity of each of our suppliers, service providers and other contractors (singly “Business Partner”, collectively “Business Partners”) plays an important role in this context.

FrymaKoruma、Stephan、Terlet 均为 ProXES 属下的一体化品牌，用于产品加工和自动化技术。ProXES 代表着信任、可靠和可持续性增长，而在此背景下，我们每一位供应商、服务商和其他承包商（以下称“商业伙伴”），均应诚实可信地担当起重要的角色。

Therefore, we also expect our Business Partners to comply with all relevant legal and ethical requirements and with recognized environmental, social, and corporate governance standards.

因此，我们期望商业伙伴共同遵守所有的相关法律规定和道德规范，以及公认的环境、社会和企业治理标准。

II. Scope 范围

ProXES is committed to complying with the standards set out in this Code of Conduct. Likewise, ProXES obliges its Business Partners to observe these standards as a major requirement of the business relationship. This applies to each Business Partner ProXES has a direct business relationship with. ProXES expects its Business Partners to ensure that their own suppliers, who directly or indirectly provide products or services to ProXES, equally adhere to these or comparable standards throughout the entire supply chain.

ProXES 致力于遵守本《行为守则》中制定的各项标准。相应地，ProXES 也要求商业伙伴遵守该等标准，将其作为维护与 ProXES 商业关系的关键要求。该要求适用于每一位与 ProXES 建立了直接商业关系的商业伙伴。同时，对于 ProXES 商业伙伴自身的供应商，凡直接或间接向 ProXES 提供产品或服务者，ProXES 亦期待商业伙伴确保，在整个供应链中，该等供应商须同样遵守该等要求或与其相若的各项要求。

III. Human Rights and fair labour conditions 人权与公平劳动条件

We expect our Business Partners and their suppliers to conduct their business in compliance with our business ethics, to respect internationally recognized human rights and to promote adherence

to them, as well as to comply with the state's all laws for protecting the rights of citizens and labourers. For all business activities within their sphere of influence, our Business Partners shall ensure that they and their suppliers respect human rights and comply with applicable laws.

我们期望商业伙伴及其供应商在遵守我们的商业道德的前提下开展业务，尊重国际公认的人权并致力坚持，遵守国家保障公民与劳动者权利的各项法律。在其影响力所及的全部经营活动范围内，商业伙伴须确保其自身及其供应商尊重人权，遵守相关法律。

Our Business Partners are therefore required to respect the following human rights, labour rights, conventions, and standards:

因此，我们要求商业伙伴遵守如下人权、劳动权、公约及标准：

1) Human rights 人权

Our Business Partners must comply with all applicable laws and respect internationally recognized human rights wherever they operate as set out in the International Bill of Human Rights and the principles concerning fundamental rights set out in the International Labour Organization's Declaration on Fundamental Principles and Rights at Work (ILO), as well as in the state's laws and regulations. We expect each Business Partner to establish and conduct human rights' due diligence processes to assess the actual and potential human rights impacts caused or contributed to through its own activities, or which may be directly linked to its operations, products, or services by its business relationships, and to act upon the findings by identifying, preventing, mitigating, and remediating any such impacts on human rights. Business enterprises whose operations or operating contexts pose risks of severe human rights impacts should report formally on how they address them and in a form and frequency that is accessible to us and provide information that is sufficient to evaluate the adequacy of the Business Partner's response without posing risks to commercial confidentiality.

在经营活动的各个方面，商业伙伴须遵守各项适用的法律规定，尊重国际公认的人权，遵守《国际人权法案》和《国际劳工组织关于工作中基本原则和权利宣言》中就基本权利所设定的各项原则，遵守国家法律规定。我们期望商业伙伴建立并运作人权审查程序，就其因自身经营活动而导致或随之带来的、或者是可能直接与其基于商业关系的经营、产品或服务相关联的现实与潜在人权影响进行评估，并在评估发现的问题基础上，针对该等人权影响采取识别、阻止、改善、纠正等举措。商业企业经营活动或经营环境引起重大人权影响风险的，应就其如何处理该等风险作出正式报告，其提交报告的形式与频次应当足以令我们取得该等报告并据此评估，在不对商业秘密保护构成风险的前提下，商业伙伴所采取的应对措施是否充分。

2) No child labour 禁止童工

Our Business Partners are required to observe ILO Conventions No. 138 and No. 182, as well as the state's applicable laws and regulations, and are not permitted to use any child labour. Notably, our Business Partners must not employ children below the permitted minimum age at any phase of production or processing in the supply chain. The permitted minimum age shall not be less than the age of completion of compulsory schooling and, in any case, shall not be less than 16 years. Employees under the age of 18 may only be employed if in compliance with the applicable provisions of law, e.g. regarding working hours and conditions, and observing educational and schooling requirements. Children must be not forced to engage in any other activities that may be detrimental to their physical or mental health and safety. Accordingly, the worst forms of child labour are prohibited, such as all forms of slavery or practices similar to slavery, such as the sale and trafficking of children, debt bondage and serfdom and forced or compulsory labour, including forced or compulsory recruitment of children for use in armed conflict, the use, procuring or offering of a child for prostitution, for the production of pornography or for pornographic performances, the use, procuring or offering of a child for illicit activities, in particular for the production and trafficking of drugs as defined in the relevant international treaties, work which, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of children.

我们要求商业伙伴遵守国际劳动组织（ILO）第 138 号公约、第 182 号公约和国家相关法律，禁止使用任何童工，特别是在供应链中的任何生产或加工环节均不得雇用低于准予就业最低年龄的儿童。准予就业最低年龄不得低于完成义务教育的年龄，且在任何情形下不得低于 16 岁。仅在符合适用法律规定要求（例如工作时间和工作条件）且遵守教育和上学要求的前提下，可以雇用年龄不满 18 岁的人员。不得强迫儿童参与任何可能对其身体或精神健康与安全造成损害的活动。相应地，最恶劣形式的童工劳动更在禁止之列，例如所有形式的奴隶制或类似奴隶制的作法，出售和贩卖儿童、债务劳役和奴役，以及强迫或强制劳动，包括强迫或强制招募儿童用于武装冲突，使用、招收或提供儿童卖淫、生产色情制品或进行色情表演，使用、招收或提供儿童从事非法活动，特别是生产和贩卖有关国际条约中界定的毒品，其性质或是在其中工作的环境可能损害儿童健康、安全或道德的工作。

3) Prohibition of forced labour 禁止强迫劳动

Forced or compulsory labour is prohibited. The term forced or compulsory labour means all work or service exacted from an individual under the menace of any penalty and for which the said individual has not offered her or himself voluntarily. The Business Partner and its suppliers shall only use work performed on a voluntary basis and must not use any forced or bonded labour or involuntary work. Employees must be allowed to retain control over their identity papers and other official documents (e.g., residence ID card or any other personal legal document). The Business Partner shall ensure that employees are not obliged to pay fees or make other payments, or incur any other fraudulent debt, during the recruitment phase and employment period to be or remain employed. The Business

Partner is responsible for the payment of fees and duties that the employee incurs in connection with employment.

禁止强迫或强制劳动。强迫或强制劳动是指以任何形式的惩罚作为威胁，强迫任何人进行的、该被强迫者并非出于自愿开展的所有工作或服务。商业伙伴及其供应商仅得使用在自愿基础上提供的劳动成果，不得使用任何强迫、奴役或非自愿性质劳动的成果。雇员须能够自行管理其个人身份文件和其他官方文件（例如居民身份证或其他个人法律文件）。商业伙伴须确保在招聘雇员过程中及其受聘期间，无须就其得以受聘或保持受聘而支付任何费用或承担任何欺诈性质的债务。与其聘用雇员相关的任何费用，均须由商业伙伴自行承担。

Any punishment, psychological and / or physical coercion is prohibited. Disciplinary guidelines and procedures must be in compliance with the applicable laws and clearly defined and communicated to the employees.

禁止实施任何惩罚、心理或身体上的胁迫。纪律指引和程序必须符合适用法律的规定，清晰定义，并与雇员进行沟通。

4) Prohibition of discrimination 禁止歧视

The Business Partner shall promote a respectful working environment. It shall not discriminate or tolerate discrimination based on gender, race, ethnicity, religion, age, disability, sexual orientation, citizenship, native place or other characteristics protected by law.

商业伙伴须致力于创造适当、得体的工作环境。不得因性别、种族、民族、宗教、残障、性取向、国籍、籍贯或其他受法律保护的特性而歧视或容忍歧视。

5) Payment and working hours 支付与工作时间

The Business Partner shall comply with national laws and binding industry standards on working hours, overtime, wages, and other employer services. The Business Partner must pay its employees on time and inform them clearly about the basis on which they are paid.

商业伙伴须遵守国家法律以及有效行业标准就工时、加班、工资以及其他雇主应当提供的服务所作出的相关规定。商业伙伴须准时向雇员支付工资，并明确告知其支付依据。

Reductions of wages and salaries as a disciplinary measure are not permitted unless they are permitted by law.

非有法律允许，禁止以扣减工资作为纪律措施。

6) Freedom of association and collective negotiations 结社和集体协商自由

The employees of the Business Partner must have the right to, to the extent of provisions of applicable laws, freely decide to join a union or to participate in union activities, and to be elected to a union or appoint employee representatives of their choice without fear of being punished, threatened or intimidated. The Business Partner recognises and respects the right to conduct collective negotiations within the framework of the applicable laws.

商业伙伴雇员必须有权依相关法律规定参加工会和工会活动，并具有工会被选举权或委派由其选择的员工代表的权利而无须惧怕为此受到惩罚、威胁或恐吓。商业伙伴认可并尊重员工在适用法律框架内集体协商的权利。

IV. Occupational health and safety 职业健康与生产安全

We expect our Business Partners to strive to achieve a high level of occupational health and safety by choosing an appropriate approach to health and safety management for their company.

我们期望商业伙伴通过选择采取适当的健康和安全措施，努力为其企业创造高水平的职业健康和生产安全环境。

The Business Partner shall comply with the applicable occupational health and safety regulations and ensure a safe and health-promoting work environment in order to protect the health of employees, protect third parties and avoid accidents, injuries and work-related illnesses. This includes regular risk assessments of the workplaces and the implementation of appropriate security measures and precautions. Employees shall be trained adequately in work safety regulations.

商业伙伴须遵守适用的职业健康和生产安全规定，确保提供安全、有利于健康的工作环境，以保护员工身体健康，保护他人，避免事故、工伤和职业病发生。其中包括对工作场所以及安全措施、预防措施是否适当实施定期进行风险评估。须对雇员进行充分的生产安全规定培训。

V. Anti-bribery & -corruption 反贿赂，反腐败

ProXES requires its Business Partners to comply with the legal requirements for combating corruption. The Business Partner undertakes to conduct its business in an ethical manner and in accordance with all applicable anti-corruption regulations and not practice or tolerate any form of corruption. It must not promise, provide, or accept any bribes or unlawful incentives to or from its own business partners. All transactions of the Business Partner shall be documented in its accounting records in accordance with the applicable provisions of law.

ProXES 要求其商业伙伴遵守各项反腐败法律规定。商业伙伴须承诺其经营活动符合道德准则和相关反腐败法律规定，不实施、不容忍任何形式的腐败行为，不得向其自身的商业伙伴承诺、提供，或

从其自身的商业伙伴处接受任何贿赂或非法利益。商业伙伴的任何交易均须按照相关法律规定载于账册。

VI. Prevention of money laundering 反洗钱

The Business Partner shall comply with all applicable laws and regulations for the prevention of money laundering. It shall keep all financial records and prepare reports in accordance with principles of international norms and national laws and regulations.

商业伙伴须遵守所有适用的反洗钱法律规定，须按照国际通行的相关准则及国家法律规定保存账簿，制备报告。

VII. Fair competition 公平竞争

The Business Partner shall adhere to all applicable competition and antitrust laws. In particular, it undertakes to refrain from entering into agreements or engage in concerted practices which have as their object or effect the prevention, restriction or distortion of competition.

商业伙伴须遵守所有适用的反不正当竞争与反垄断法律规定。特别地，其承诺不达成以组织、限制或扭曲竞争为目的的协议，或参与该等共同行动。

VIII. Environmental responsibility 环境责任

The Business Partner shall promote environmental responsibility and protection during every phase of production and processing. The Business Partner shall protect the environment and will pursue its activities in an ecologically responsible manner. This applies especially with regard to resources and the observance of applicable laws in the field of environmental protection. The international environmental management standard ISO 14001 serves as a parameter for ecologically responsible business activities. All products manufactured along the supply chain must meet the environmental laws and regulations of the state, at the place of production and in their market segments. This applies to the complete product life cycle and the materials used. The Business Partner will take appropriate measures in accordance with this Code of Conduct to ensure environmental protection. This includes identifying chemicals and other substances which are potentially harmful substances if released into the environment and establishing a management system for hazardous materials to enable safe handling, transport, storage, recycling/reuse, and disposal of such materials.

商业伙伴应致力于在其每个生产、加工环节提高环境责任意识，增强环境保护。商业伙伴应以对生态环境负责的方式保护环境、开展经营活动。该项要求尤其适用于资源保护以及遵守各项环保法律规定。ISO14001 国际环境管理体系标准是认定经营活动符合生态责任标准的参考标准。供应链全过程中制造的产品均须符合国家、生产地及相关市场的环保法律规定；该项要求适用于整个产品及

其所使用的原料的生命周期。商业伙伴按照本守则要求采取适当措施，确保达到环保目标，包括识别化工材料和其他一旦进入自然环境则可能造成损害的物质，建立危险品管理体系以实现安全作业、运输、存储及循环利用和处置。

IX. Data protection 数据保护

We expect our Business Partners to collect, use and store data in compliance with all applicable data protection laws and privacy principles. The Business Partner must respect all individuals' privacy and not re-identify or attempt to re-identify anonymised data. The Business Partner must ensure that any third parties the Business Partner intends to commission to process or access personal data which we are responsible for, adhere to all applicable data and personal information protection laws and provide an adequate level of data protection that satisfies the state's any compulsory standards.

我们期望商业伙伴以符合适用的数据保护相关法律和隐私保护原则的方式收集、使用并存储信息。商业伙伴必须尊重所有个人隐私，不得再行识别或尝试再行识别已作匿名化处理的信息。商业伙伴拟委托第三方加工或者拟向第三方提供由我方承担责任的个人信息的，须确保该等第三方遵守所有的数据及个人信息保护相关法律规定，保护水平须达到适用的国家强制性标准。

X. Business partner's own suppliers 商业伙伴自身的供应商

The Business Partner will engage in contractual and business relations only with suppliers who agree to comply with the obligations and standards set out in the present Code of Conduct.

商业伙伴应仅与承诺遵守本《行为守则》所示义务与标准的供应商建立合同与业务关系。

In the event of failure by Business Partner's own suppliers to meet the obligations and standards set out in this Code of Conduct, our Business Partner will cooperate closely with us to end such failure.

商业伙伴自身的供应商未遵守本《行为守则》规定义务，或未达到其规定标准的，商业伙伴应与我方紧密合作给予纠正。

XI. Due diligence in the supply chain 供应链审查

Our Business Partners must commit to:

商业伙伴须承担如下义务：

(a) assessing the actual and potential adverse impact of their business activities and those of their own suppliers and business partners throughout the entire supply chain on the obligations and standards set out in this Code of Conduct, and identifying where the most significant risks for such adverse impact may occur;

以本《行为守则》所示义务与标准为基准，对其自身经营活动，以及其整个供应链中自身供应商和商业伙伴的经营活动可能产生的现实与潜在负面影响进行评估，就该等负面影响可能发生的各种重大风险作出识别；

(b) acting upon such assessment and identification with the aim of redressing and/or preventing such adverse impact and risks in line with this Code of Conduct;

根据评估和识别结果采取举措，力争按照本《行为守则》要求消除该等负面影响，防范风险；

(c) keeping adequate documentary evidence that they have acted diligently and effectively in terms of their responses to any actual or potential adverse impact or risks identified as set out above on the values and principles set out in this Code of Conduct;

保存完整的文件证据，以证明其已尽其勤勉，有效地对按照上述要求所识别的现实或潜在负面影响或风险，按照本《行为守则》的价值与原则要求，对该等现实或潜在负面影响或风险作出了反应；

(d) setting up an effective grievance mechanism to respond to individuals and communities adversely impacted or put at risk by their business activities and ensuring that their own suppliers and business partners set up and respond to such a grievance mechanism.

建立有效的申诉机制，回应因其经营活动而受到负面影响或被置于风险境地的个人或群体的诉求，并确保其自身的供应商和商业伙伴同样建立该等申诉机制并对诉求作出回应。

XII. Audits 审计

We reserve the right to monitor observance of the obligations and principles laid down in this Code of Conduct by conducting, or arranging for third parties to conduct audits of our Business Partners' compliance with the obligations and principles laid down in this Code of Conduct at regular intervals, but at least twice a year and at any time without any special occasion required. We will carry out at least one audit a year ourselves and will arrange for the second audit to be performed by an auditor of our choice. We will give at least 10 days advance notice of the audit before carrying it out. Our Business Partner must ensure that we and our auditors have full access during its usual business hours (at least between 8 am and 5 pm) to its premises and all documents, data, and systems that are connected with the performance of the contracts we have concluded with our Business Partner. Our Business Partner has the right to take appropriate measures to protect its business secrets and trade secrets and the confidentiality of its customers' data.

我们保留权利，对商业伙伴对本《行为守则》所设定的义务和原则的遵守情况进行监督，可以自行或者委托第三方对商业伙伴定期（至少每年两次）进行审计；审计可随时进行，无需特别理由。我们将每年自行进行一次审计，并安排由我们选择的外部审计机构进行另一次审计。在进行审计前，我们将提前至少十天通知。商业伙伴须确保我们和我们的审计人员能够在商业伙伴惯常的经营时间段内（至少是上午 8 时至下午 5 时期间）不受限制地进入其经营场地，查看所有与我方订立的合同的

履行相关联的文件、数据和系统。商业伙伴有权采取适当措施保护其商业秘密，特别是其自身的客户信息。

XIII. Contractual penalty 违约金

In the event that our Business Partner breaches any of its obligations set out in this Code of Conduct, it shall pay a contractual penalty for each contravention. The exact amount of such contractual penalty shall be 30% of the total price (including tax) of all contracts in performance between our Business Partner and us, including those concluded but not yet performed, provided however that the minimum of such amount shall be RMB 1,000,000. Payment of the contractual penalty shall not affect our right to claim compensations for losses caused by such breach. Losses within the aforementioned meaning shall in particular include, but not limited to, losses we suffer from a sanction by any supervisory authority or judicial body in or outside China, or from a claim by our upstream suppliers or downstream customers, as a result of our Business Partner's breach of the obligation. We shall have the right to deduct all amounts of such contractual penalty and compensation from any of our payables. Payment of the compensation or contractual penalty will not affect the Business Partner's obligation to observe all the other provisions of this Code of Conduct.

商业伙伴违反本《行为守则》项下所示任一项义务，须就该等违约行为支付违约金。违约金的金额为我方与商业伙伴当时正在履行或已经订立但尚未履行的所有合同含税总价的 30%，且最低为人民币 100 万元。违约金的支付，不影响我方因此遭受损失而请求赔偿的权利。前述损失特别包括（但不仅限于），因商业伙伴违反该项义务而导致我方在中国境内或境外被相关监管部门或司法部门处罚，或者被我方上游供应商或下游客户追索赔偿或违约金的损失。我方有权将该等赔偿金和违约金的金额从我方应付款项中扣除。赔偿金及违约金的支付不影响商业伙伴仍须遵守本《行为守则》所有其他规定的义务。

XIV. Termination 合同解除

In case it is established that one or more of the provisions of this Code of Conduct has/have been violated, we will notify the Business Partner thereof and grant it an adequate grace period to redress the breach and bring its conduct back in line with the provisions of this Code of Conduct. If such violation was committed wilfully or through gross negligence thus rendering a continuation of the contract up to the date of ordinary termination unacceptable to us we will have the right to terminate the contract prematurely after the grace period has expired without having achieved the intended result and provided we announced such premature termination in the notice granting the grace period. The right to terminate the contract without notice according to applicable laws and the right to damages shall not be affected.

我们认定商业伙伴违反本《行为守则》任一规定的，将就此事项通知商业伙伴，给予其适当的宽限期以将其违约行为纠正至合乎《行为守则》规定。违约系因故意或重大过失，从而导致合同无法以我们可以接受的程度继续履行至得以正常解除的日期的，我方有权在宽限期届满而未取得既定的纠正效果的前提下提前解除合同；我方应在给予宽限期的通知中即宣告该项提前解除合同的权力。相关法律法规规定的不经提前通知而解除合同的权力，以及相应的损害求偿权均不受影响。

XV. Confidentiality 保密

We expect our Business Partners to treat all non-public information received in the context of our business relationship confidentially at all times and to take all and any precautions that may be necessary to prevent disclosure of such information to any third party. The Business Partner shall exercise the same care and diligence it uses to protect its own confidential business information.

我们期望商业伙伴对其在与我方保持商业关系范围内收到的所有未公开的信息持续保守秘密，并采取所有必要预防措施防止该等信息被第三方所知悉。商业伙伴应采取与针对其自己的商业秘密相若的谨慎举措。

XVI. Reservation of right to change Code of Conduct 《行为守则》变更权利的保留

Some human rights, labour rights and related standards, and ethical principles may be at greater risk currently than others. Therefore, all obligations and standards referred to herein may be given more emphasis than others. However, as situations and legislation may change, this Code of Conduct will be the subject of periodic reviews and we reserve the right to change the provisions set out in this Code of Conduct.

目前，部分人权、劳动权利以及相关标准和道德准则，较之其他事项而言，可能会存在更大的风险。因此，应对本文中所指的与此相关的所有义务和标准更多地给予重视。但形势与立法可能会发生变化，对本《行为守则》亦会进行定期审视，因此我们保留变更本守则规定的权利。

XVII. Compliance with the Code of Conduct 本《行为守则》之合规事项

ProXES encourages its Business Partners to introduce own binding guidelines for ethical behaviour.

ProXES 鼓励其商业伙伴自行制定其身的有效道德准则指引。

We expect our Business Partners to report to us any potential violations of the obligations and principles set forth in this Code of Conduct. This includes violations committed by ProXES employees. In such a case, please contact our external independent supervisory agent by email at proxes.hegui@shaohe-lawfirm.com.

我们期望商业伙伴将任何可能违反本《行为守则》所指的义务和准则的事项报告给我们。前述报告内容，包括 ProXES 员工违反本守则的行为；在此情形下，请联系 ProXES 在中国的外聘独立监察机构。电子邮件：proxes.hegui@shaoh-lawfirm.com。与其联系的渠道是秘密的，不受 ProXES 干涉。

01.01.2023