

供应商行为准则

Supplier Code of Conduct

目录 Content

序号号 S/N	标题 Title	页码 Page
1	目的 Objective	2
2	守法经营 Lawful Operations	2
3	人权与劳工 Human Rights and Labor	2
4	环境、健康与安全 Environment, Health and Safety	3
5	反贿赂、反腐败 Anti-Bribery and Anti-Corruption	4
6	利益冲突 Conflict of Interest	6
7	公平竞争与反垄断 Fair Competition and Anti-Trust	7
8	诚信原则 The Principle of Good Faith	7
9	贸易合规 Trade Compliance	8
10	数据合规 Data Protection	9
11	商业秘密和知识产权保护 Trade Secret and Intellectual Property Protection	10
12	投诉、举报 Complaints, Reports	11
13	监督 Supervision	12
14	修改与变更 Amendments and Updates	12

1. 目的 Objective

奇瑞捷豹路虎供应商行为准则（以下简称为“准则”）规定了奇瑞捷豹路虎及其子公司、分部、分支机构及相关实体（以下统称为“CJLR”或“公司”）的供应商在守法经营、人权、工作环境、商业道德、国际贸易、信息保护等方面的要求，是供应商应当遵守的重要原则。本准则适用于与 CJLR 合作的所有供应商、分包商及其任何代理、关联公司或者代表供应商行事的组织和个人。因此，供应商应对相关人员进行培训，以确保他们知晓并遵守本准则。

Chery Jaguar Land Rover Supplier Code of Conduct (referred to as the "Code") outlines the requirements for suppliers of Chery Jaguar Land Rover and its subsidiaries, divisions, branches and related entities (referred to as "CJLR" or "the Company") in areas such as lawful operations, human rights, working conditions, business ethics, international trade, information protection, etc.. It is an important set of principles that suppliers should adhere to. This Code applies to all suppliers and subcontractors who work with CJLR and any their agents, affiliates, organization or individuals acting on behalf of them. Therefore, suppliers should provide training to relevant personnel to ensure their awareness and compliance with this Code.

该准则是 CJLR 与供应商进行合作的基础。CJLR 期望所有供应商，在其生产产品和/或提供服务时，能够符合为 CJLR 及其品牌的卓越声誉做贡献的最高标准。CJLR 强烈建议供应商在本准则要求的基础上，在其整个运作中超越这些要求并促进最佳做法和持续改善。

The Code serves as the foundation for CJLR's collaboration with suppliers. CJLR expects all suppliers, in their production of products and/or provision of services, to meet the highest standards that contributes to CJLR's excellent reputation. CJLR strongly encourages suppliers to go beyond the requirements of this Code and promote best practices and continuous improvement throughout their operations.

2. 守法经营 Lawful Operations

供应商在经营业务时应当遵守所有适用的法律及规定，包括有关产品，服务质量，安全、商业伦理、劳工惯例、环境、反贿赂、反腐败、资料保护及知识产权等事宜。

Suppliers should comply with all applicable laws and regulations in their business operations, including those related to product, service quality, safety, business ethics, labor practices, environment, anti-bribery, anti-corruption, data protection and intellectual property.

本准则规定的要求可能不同于特定国家或地区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。

The requirements outlined in the Code may differ from specific local laws, regulations or business practices. If the local laws, regulations or business practices set higher standards than those outlined in this Code, local laws, regulations or business practices should be followed. Otherwise, this Code takes precedence.

3. 人权和劳工 Human Rights and Labor

供应商应保护员工人权，雇佣自由；不得以任何理由聘用任何形式的强迫劳工或威逼劳工；应遵守当地法

律法规有关员工最低年龄的规定，同时应当遵守针对已获批工作的员工的所有法律要求，尤其是有关工作时数、工资、福利待遇、安全、工作条件等要求；聘用员工时应以应聘者是否符合工作要求为主要考虑因素，不得以性别、种族、国籍、年龄、婚姻状况、子女状况、性取向、宗教或身体残疾等为由歧视员工。

Suppliers should protect human rights and ensure freedom of employment. They should not employ any form of forced or coerced labor under any circumstances. Suppliers should comply with local laws and regulations regarding minimum age of employees and all other legal requirements related to employees who approved to work, particularly those concerning working hours, wages, benefits, safety and working conditions, etc. Employment decisions should be based on job requirements, and employees should not be discriminated against based on gender, race, nationality, age, marital status, parental status, sexual orientation, religion, or disabilities.

供应商不得雇佣人口贩卖型劳工、强迫劳工、抵债性劳工、契约劳工和奴工，应禁止发生苛刻和不人道待遇，包括体罚、体罚威胁或强迫性劳动。供应商应当符合这些期望，并遵守法律、法规和准则。

Suppliers should not employ human trafficking, forced labor, bonded labor, indentured labor or slave labor. Harsh or inhuman treatment, including physical punishment, threats, or forced labor, should be prohibited. Suppliers should comply with these expectations and adhere to applicable laws, regulations and this Code.

供应商应当尊重其所有员工的尊严。不得对任何一项工作进行体罚或从身体、性别、心理或口头上进行骚扰或虐待。

Suppliers should respect the dignity of all their employees. There should be no physical, sexual, psychological or verbal abuse or harassment in any work.

供应商应与所有聘用为其工作的员工签订符合当地法规的书面劳动合同，应尊重并保证员工享有法律赋予公民的基本权利，包括休息权、获得劳动保护以及工资等权利；应至少向其员工支付当地法律要求的最低薪酬，并提供法律要求的所有福利；应准时发放员工薪酬，不得拖欠。除了支付正常工作时间的报酬外，还应当向员工支付法律要求的加班费。供应商不得要求其员工工作时间超出经营所在地国家/地区法律允许的正常时数和加班时数限制。

Suppliers should have written employment contracts with all employees that comply with local regulations, and should respect and ensure that employees enjoy the basic rights granted by law to employees, including rest rights, labor protections, wages, and other rights. Suppliers should pay at least the minimum wage required by local law and provide all legally mandated benefits. Employee wages should be paid on time and not withheld. In addition to regular compensation for normal working hours, suppliers should provide overtime pay as required by law. Suppliers should not require employees to work beyond the normal and overtime limits permitted by the laws of the country/region where they operate.

4. 环境、健康与安全 Environment, Health and Safety

安全健康的工作环境能够促进和鼓励创新。供应商应当遵守经营所在国家/地区针对环境、健康和安全的有关法律标准，为员工提供一个干净、安全且健康的工作环境。

A safe and healthy work environment promotes and encourages innovation. Suppliers should comply with all relevant environmental, health and safety laws, regulations and standards where they operate, providing employees with a clean, safe and healthy working environment.

供应商应当具备健全的健康与安全保障制度，明确具体的预防措施，维护员工的健康与安全；应当取得并及时更新所有必备的环境许可证、相关资质认证、健康和安全许可等，并遵从这些文件所规定的要求；应当为员工提供符合国家标准或行业标准的劳动防护用品，定期对员工进行安全生产教育培训；应当鼓励使用有利于环境可持续发展的工艺和材料，积极主动采取减少排放、保护资源、避免破坏生态等策略，遵循持续改进的原则，在其业务各个方面减少对环境 and 资源造成的影响。供应商应公开透明，并根据 CJLR 的要求向 CJLR 提供必要的环境数据。

Suppliers should have a sound health and safety protection system, clearly define specific preventive measures and safeguard the health and safety of employees. They should obtain and promptly updated all necessary environmental permits, relevant certifications, health and safety licenses and comply with the requirements stated in these documents. Suppliers should provide employees with labor protective equipment that meets national or industry standards, and regularly conduct safety production education and training for employees. Suppliers should encourage the use of technologies and materials that promote sustainable development, actively adopt strategies to reduce emissions, protect resources and avoid ecological damage, and adhere to the principle of continuous improvement to minimize the impact on the environment and resources across all aspects of their business. Suppliers should operate in a transparent manner and provide CJLR with necessary environmental data according to CJLR's requirements.

供应商应对其供应链中的相关原材料进行尽职调查。供应商应制定政策和管理体系，以识别适用的风险并采取适当的措施来减轻风险。供应商应对原材料加工水平进行尽职调查，以确定相关原材料是否来自高风险地区，如：冲突矿产、广泛存在童工形式、强迫劳动、人口贩运、严重侵犯人权、性暴力、有严重的健康和安全风险以及负面的环境影响的地区。供应商应对这些原材料的来源和产销监管链进行尽职调查，并应 CJLR 的要求提供尽职调查报告及相关支持性材料。

Suppliers should conduct due diligence on relevant raw materials in their supply chain. They should establish policies and management systems to identify applicable risks and take appropriate measures to mitigate them. Suppliers should conduct due diligence on the processing level of raw materials to determine whether they come from high-risk areas, such as conflict minerals, widespread forms of child labor, forced labor, human trafficking, severe human rights violations, sexual violence, serious health and safety risks and negative environmental impacts. Suppliers should conduct due diligence on the sources and regulatory chain of these raw materials, and provide due diligence reports and related supporting materials to CJLR as required.

供应商应识别和评估潜在的紧急情况。对于每种情况，供应商应制定并实施应急计划和响应程序，以尽量减少对生命、环境和财产的危害。

Suppliers should identify and assess potential emergencies. In each situation, suppliers should develop and implement emergency plans and response procedures to minimize harm as much as possible to life, environment and property.

5. 反贿赂、反腐败 Anti-Bribery and Anti-Corruption

供应商的行为必须符合适用的关于反贿赂、反腐败的法律法规。CJLR 对贿赂及腐败行为采取“零容忍”的态度，供应商不得从事或参与贿赂、腐败、勒索、贪污、挪用公款、回扣等行为以获取不公平或不正当的利益。供应商不得从事或参与任何可能理解为上述情况的行为。

Suppliers must adhere to applicable anti-bribery and anti-corruption laws and regulations. CJLR has a "zero tolerance" approach to bribery and corruption; suppliers should not engage in or participate in bribery, corruption, extortion, embezzlement, misappropriation, kickbacks, etc. for unfair or improper benefits. Suppliers should not engage in or participate in any conduct that may be construed as such.

供应商应遵守其经营所在国家/地区的所有适用的反贿赂、反腐败法律和法规，以及适用的国际反贿赂、反腐败公约，同时应遵守中国和英国法域适用的，以及国际上常被适用的反贿赂和反腐败法律法规（包括其修正、实施规则以及解释等）（“法律规制”），包括但不限于：(i) 中国《反不正当竞争法》；(ii) 中国《刑法》；(iii) 英国《反贿赂法案》；(iv) 美国《反海外腐败法》（“FCPA”）等。

Suppliers should comply with all applicable anti-bribery and anti-corruption laws and regulations in the countries/jurisdictions where they operate, and all applicable international anti-bribery and anti-corruption conventions. Meanwhile, suppliers should follow all applicable anti-bribery and anti-corruption laws and regulations (including their amendments, implementing rules and interpretations, etc.) ("Legal Regulations") in China, UK or commonly applied internationally, including but not limited to: (i) the Anti-Unfair Competition Law of the People's Republic of China; (ii) the Criminal Law of the People's Republic of China; (iii) the UK Bribery Act; and (iv) the U.S. Foreign Corrupt Practices Act ("FCPA"), etc.

CJLR 要求供应商（包括其任何代理、关联公司、员工或者其他代表供应商行事的任何组织及个人）：

CJLR requires suppliers, including any of their agents, affiliates, employees or any other organization and individual acting on behalf its behalf:

- (i) 不得实施违反法律法规的任何形式的腐败行为，不得直接或间接提供或支付任何有价值财务（包括旅游、礼物、招待、慈善捐款或其他好处）给任何个人或组织，意图诱导其滥用职权来获得或保留或以其他不当方式促成任何商业利益；
- (i) should not commit any form of corruption in violation of laws and regulations, and should not directly or indirectly provide or pay any tangible assets (including travel, gifts, entertainment, charitable donations or other benefits) to any individual or organization with the intention of inducing them to abuse their authority to obtain, retain or facilitate any commercial interest in an improper manner;
- (ii) 不得为了获得或保留业务、机会或任何不公平竞争优势，影响政府官员（包括政党、皇室、公共机构的雇员以及在国家机关、国有公司、企业、事业单位、人民团体中从事公务的人员，以及其他依照法律从事公务的人员）的任何作为、不作为或决定，或是引诱政府官员违反其法律职责履行或不履行任何行为，而提供、承诺提供或是给予任何政府官员及其近亲属或政党任何有价值财物，也不会给予任何政府官员及其近亲属或政党任何贿赂、返利、报酬、收买金、回扣或任何其他类似不法款项，并且也不会授权支付或送交任何政府官员及其近亲属或政党任何有价值财物。
- (ii) should not influence the acts, omissions or decisions made by government officials (including employees of political parties, royal families, public institutions, and persons engaged in public service in state organs, state-owned companies, enterprises, public institutions, and other individuals engaged in public service in accordance with the law) or induce them to perform or not perform any act in violation of their legal duties, by promising, providing or authorizing any tangible assets, bribe, rebate, reward, payment, kickback or any other similar unlawful payment to them, their family members or their political parties, for the purpose of obtaining or retaining business, opportunities or any unfair competitive advantage.

有价值财务包括：现金及现金等价物、礼物、娱乐活动、旅行、特殊购车条款等（无论是否实际给予）。提出给予或承诺给予本身可被视为贿赂行为。

Tangible items include: cash and cash equivalents, gifts, entertainment, travel, special car purchase terms, etc. (whether actually given or not). "An offer or promise to give" may in itself be considered an act of bribery.

CJLR代理人应当遵守所有海关以及与进出口相关的法律法规。不得私揽货物报关、假借海关名义牟利、向海关和进出口工作人员行贿。

CJLR agents should comply with all customs and import/export related laws and regulations. It is forbidden to privately take goods for customs declaration, make profits in the name of customs, or bribe customs or import/export personnel.

6. **利益冲突 Conflict of Interest**

供应商应避免与 CJLR 员工可能产生利益冲突的情形，防止 CJLR 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 are expected to avoid situations that may create conflict of interest with CJLR employees, and to prevent CJLR employees' professional judgment, duties or decision-making from being influenced by personal interests or other factors.

利益冲突的导火索可以是供应商的员工或他/她的亲属（包括配偶、父母、兄弟姐妹、祖父母、子女、孙子女、岳父母等）或关系亲密的朋友参与 CJLR 的活动、交易、关系建立或服务提供。这些情况可能会导致利益冲突。

Triggers for conflicts of interest can include involvement of a supplier's employee or their relatives (including spouse, parents, siblings, grandparents, children, grandchildren, parents-in-law, etc.) or close friends in CJLR activities, transactions, relationship building, or service offerings. Such situations can lead to conflict of interest.

供应商在与 CJLR 交易过程中，不应雇佣或以其他方式支付报酬给 CJLR 的任何员工。如供应商的员工与 CJLR 的员工存在亲属关系或存在可能暗含利益冲突的其他关系，供应商应将此类情况披露给 CJLR。

Suppliers should not employ or otherwise pay compensation to any CJLR employees in the course of their transactions with CJLR. If there are familial relationships or other relationships that may imply a potential conflict of interest between a supplier's employee and a CJLR employee, the supplier should disclose such information to CJLR.

如果出现下列情形，供应商应在 BPS 平台的问卷中如实反馈。（问卷的具体填写流程可参考文件“BPS 用户手册-供应商”）

If any of the following situations arise, the supplier should provide truthful feedback in the questionnaire of the BPS platform. (please refer to the "BPS User Manual - Supplier" for specific steps on how to fill out the questionnaire)

- (i) 供应商的员工（或其家庭成员）与 CJLR 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）；
 - (i) There is a personal relationship (such as a familial or friendship ties) between the supplier's employee (or their family members) and CJLR employee who has decision-making authority or influence over decisions;
- (ii) CJLR 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。
 - (ii) CJLR employees (or their family members) have any form of interest or financial transactions with the supplier.

7. 公平竞争与反垄断 Fair Competition and Anti-Trust

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。与竞争对手达成协议以固定价格或分割市场、与竞争对手的协同行为等，将被视为严重违反竞争法的行为。

Suppliers are expected to engage in fair competition and comply with antitrust and anti-unfair competition laws and regulations. Agreements with competitors to fix prices, allocate markets, engage in collusive behavior, or any other actions that violate competition laws will be considered serious violations.

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 must avoid entering into any understanding or agreements with their competitors or business partners that may hinder competition.

供应商在投标过程中不得串通投标，抬高标价或压低标价；不得与招标者相互勾结，以不正当手段诋毁、排挤竞争对手的公平竞争；存在关联关系的供应商不得参与同一个项目。串标、围标、陪标均属于违法行为，其中标无效。

During the bidding process, suppliers are prohibited from colluding, manipulating prices, or engaging in any unfair practices to undermine fair competition with other bidders. Related suppliers are not allowed to participate in the same project. Bid-rigging, collusion, and accompanying-bidding are all illegal, and any resulting bids are invalid.

供应商应做到在正常的业务开展过程中收集竞争信息并通过法律允许的来源和手段获取竞争信息；公平竞争获取商业机会，而且必须确保其向 CJLR 提供的任何声明、陈述和其他信息真实准确。

Suppliers should ensure that they collect competitive information through lawful means and from legally permissible sources during the normal course of business operations. They must compete fairly to obtain business opportunities and must ensure that any statements, representations and other information provided to CJLR are true and accurate.

8. 诚信原则 The Principle of Good Faith

供应商应当诚实守信，积极配合 CJLR 开展的供应商尽职调查和风险筛查、招投标、业绩考核、审计等工作，向 CJLR 或代表 CJLR 开展上述工作的人员提供真实、准确的信息和材料。

Suppliers should act in good faith, cooperate actively with CJLR in conducting supplier due diligence and risk screening, bidding, performance assessment, auditing, etc., and provide truthful and accurate information and materials to CJLR or designated individuals responsible for carrying out such work on behalf of CJLR.

供应商应依法依规签订合同。供应商不得提供虚假材料谋取中标、成交；中标或成交后无正当理由不得拒绝签订采购合同；中标、成交通知书发出后，不能放弃中标、成交项目。如在上述情况下，因供应商的原因导致合同未签订或放弃项目，供应商应该赔偿给 CJLR 造成的所有实际损失。如业务需转包、分包，须获取 CJLR 的同意。供应商应采取一定的措施确保转包、分包承担的主体具备相应资质且不会再次转包、分包。供应商应按照 CJLR 的要求对转包、分包承担的主体进行管理和监督，确保其提供的产品和服务符合 CJLR 的要求。CJLR 对于供应商、转包及分包承担的主体均有审计的权利，供应商、转包及分包承担的主体不得拒绝或不配合接受 CJLR 的监督检查。

Suppliers should enter into contracts in accordance with laws and regulations. They must not provide false materials to seek winning bids or transactions. After winning a bid or securing a transaction, they must not unreasonably refuse to sign a procurement contract without a justifiable reason. Once a notification of winning bid or transaction is issued, the supplier cannot withdraw from the project. If, due to the supplier's fault, a contract is not signed or the project is abandoned, the supplier shall compensate for all actual losses incurred by CJLR. If subcontracting or outsourcing is necessary, the supplier must obtain CJLR's consent. The supplier must ensure that the subcontractor or outsourcee has the necessary qualifications and will not further subcontract or outsource the work. The supplier should manage and supervise the subcontractor and outsourcees as required by CJLR to ensure that the products and services provided meet CJLR's requirements. CJLR has the right to audit suppliers, subcontractors and outsourcees, and they cannot refuse or fail to cooperate with CJLR's supervision and inspections.

供应商应依法履行合同，按照 GT&C、合同条款和条件、工作说明书（SOW）及其他形式的约定内容提供符合质量要求的产品和服务，不得擅自变更、中止或终止合同，否则供应商应该赔偿给 CJLR 造成的所有损失。

Suppliers must fulfill their contractual obligations in accordance with the GT&C, contract terms and conditions, Statement of Work (SOW) and other agreed-upon provisions. They must provide products and services that meet the quality requirements and are not allowed to unilaterally change, suspend or terminate the contract. Otherwise, the supplier shall compensate for all losses incurred by CJLR.

对于供应商违背诚信原则的行为，如：未经 CJLR SREA 流程批准或未签署零件提交保证书（PSW），而私自更改原材料、私自更改生产工艺、私自异地生产、私自国产化、私自更改分供方，或者提交虚假报告、样件、数据、将判定为不合格的产品私自重新交付的，将质量问题零件私自退换等，一经发现，供应商应该赔偿给 CJLR 造成的所有实际损失，并且 CJLR 保留要求供应商赔偿在后续发生质量问题时所导致的人力、物力和其它附随损失等费用的权利。

In cases where a supplier violates the principle of good faith, such as making unauthorized changes to raw materials or production processes, conducting production in unauthorized locations, making unauthorized localizations or altering the sub-supplier without obtaining CJLR SREA approval or signing a Part Submission Warrant (PSW), or submitting false reports, samples, or data, or delivering defective products, returning parts with quality problems without following proper procedures etc., the supplier shall compensate CJLR for all actual losses incurred. Furthermore, CJLR reserves the right to seek compensation for any subsequent cost, such as manpower, material and other associated expenses, resulting from quality issues.

准确可靠的信息和记录对于履行 CJLR 在财务、法律和管理方面的职责至关重要，并且是合理反应 CJLR 交易情况所必需的。供应商必需准确记录其与 CJLR 开展的业务活动有关的所有事项。以任何可能影响记账透明度和准确性的方法修改或篡改任何凭证被视作严重违规行为。

Accurate and reliable information and records are crucial for fulfilling CJLR's financial, legal and management responsibilities, as well as for reasonable response to CJLR's transaction conditions. Suppliers must accurately record all matters relating to their business activities with CJLR. Any tampering or alteration of vouchers in a manner that may affect accounting transparency and accuracy will be considered a serious violation.

9. 贸易合规 Trade Compliance

出口限制及贸易制裁 Export Restrictions and Trade Sanctions

供应商必须始终严格遵守所有适用的进出口的法律法规，遵守国内和国际贸易制裁和禁运规定以及所有相关的出口管制法律法规，并确保充分地履行所有关税和税费义务。这些国际贸易法律法规涉及：税收征管

(包括进口关税、税费、转移定价及增值税)、进出口商品的限制与条件, 及与特定个人、实体、国家的商业活动等。

Suppliers must always strictly adhere to all applicable import and export laws and regulations, comply with domestic and international trade sanctions and embargoes provisions, as well as all relevant export control laws and regulations, and ensure full compliance with all customs duties and tax obligations. These international trade laws and regulations include: tax administration (including import duties, fees, transfer pricing and value-added tax), restrictions and conditions on import and export commodities, and commercial activities with specific individuals, entities or countries, etc.

在履行与 CJLR 相关协议或交易的过程中, 供应商不得直接或间接地纳入或牵涉任何受到适用的制裁令禁止、制裁或指定的相关方所持有或控制的实体。

In the process of fulfilling agreements or transactions related to CJLR, suppliers must not directly or indirectly involve or engage any entities held or controlled by individuals or entities subject to applicable sanction orders.

洗钱 Money Laundry

洗钱是罪犯、恐怖分子等使用交易手段用以隐瞒其非法所得的钱款来源方式。通常洗钱利用多重金融交易将非法资金通过第三方银行账户进行转移, 因此在与 CJLR 开展的工作所涉及的付款时, 杜绝此类事件发生。CJLR 有权对于不明来源的钱款, 开启调查。

Money laundry refers to the use of financial transactions to conceal the illegal origin of funds by criminals, terrorists, etc. It typically involves the transfer of illicit funds through third-party bank accounts using multiple financial transactions. Therefore, it is important to prevent such incidents from occurring when it comes to payments related to work conducted with CJLR. CJLR has the right to investigate funds of obscure origin.

10. 数据保护 Data Protection

供应商在使用公司资产以及接触公司的员工信息、客户信息以及业务数据时, 应当承诺遵守所有适用的数据及隐私保护法律, 保障数据资产的安全性, 确保数据处理活动的合规性, 维护公司的合法权益。

When suppliers use CJLR's assets and have access to employee information, customer information and business data, they should commit to complying with all applicable data and privacy protection laws. This ensures the security of data assets and the compliance of data processing activities, thus safeguarding the legal rights and interests of the Company.

公司确认与供应商合作并由供应商参与数据处理活动时, 供应商应当与公司签订适用的数据处理及安全保护协议。

Suppliers should enter into applicable data processing and security protection agreement with the Company when the Company confirms to work with the supplier and acknowledges the supplier to participate in data processing activities

当供应商基于履约目的, 指定人员处理公司数据时, 应当要求其遵守公司的相关政策, 并由供应商建立和执行培训、监督制度。

When suppliers designate personnel to handle CJLR's data for the purposes of fulfilling contractual

obligations, they should require them to comply with the Company's relevant policies. Suppliers should establish and implement training and supervision systems.

在必要的情形下，供应商应当采取适当的技术和组织措施，协助公司履行数据安全义务，包括响应数据主体权利请求、遵守汽车数据监管要求等。

In necessary situations, suppliers should take appropriate technical and organizational measures to assist the Company in fulfilling data security obligations. This includes responding to data subject rights requests, complying with automotive data regulatory requirements, and so on.

11. 商业秘密和知识产权保护 Trade Secret and Intellectual Property Protection

考虑到 CJLR 处于高度竞争的行业，很明显 CJLR 某些信息应被定义为公司的保密信息，包括但不限于：汽车及零部件设计图纸及设计、其他知识产权信息、商业计划或蓝图、财务数据、定价及客户信息、新产品信息、供应商协议、与法律程序或法律纠纷有关的内部沟通和信息、其他属于 CJLR 商业秘密的信息等 CJLR 未公开的信息。

Considering that CJLR operates in a highly competitive industry, it is evident that certain information of CJLR should be defined as confidential information, including but not limited to: vehicles and parts design drawings and designs, other intellectual property information, business plans or blueprints, financial data, pricing and customer information, new product information, supplier agreements, internal communications and information related to legal proceedings or disputes, and other non-public information belonging to CJLR's trade secret.

供应商若以任何方式可接触、取得 CJLR 保密信息，应遵守双方签订的保密条款，采取恰当的措施保护 CJLR 的保密信息免受不当披露、窃取或滥用；始终对 CJLR 保密信息进行保密，仅为合作目的在合理、必要范围内使用 CJLR 保密信息；不可擅自将 CJLR 保密信息向其他第三方（包含 CJLR 的母公司）披露。若不是合作关系，供应商也应继续履行保密责任。

If suppliers have access to CJLR's confidential information in any way, they should comply with the confidentiality provisions agreed upon by both parties and take appropriate measures to protect CJLR's confidential information from improper disclosure, theft or misuse. They should always keep CJLR's confidential information confidential and use it only within a reasonable and necessary scope for the purposes of cooperation. They should not disclose CJLR's confidential information to any third parties, including CJLR's parent company, without authorization. Even after the termination of the cooperation relationship, suppliers should continue to fulfill their confidentiality obligations.

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 CJLR 相关的业务不会侵犯任何人的商业秘密或知识产权。

Suppliers should ensure that their daily operations do not infringe upon the trade secrets and intellectual property rights of others and take appropriate measures to ensure that business associated with CJLR does not infringe upon anyone's trade secrets or intellectual property rights.

在与 CJLR 的合作中，请确保供应商（含其员工、管理层、代理等）所传递的信息清晰、正确、恰当。负责的、得当的信息传递不仅对业务开展起到关键作用，也对 CJLR 声誉至关重要。所传递的信息副本可用作证据材料，提交给监管 CJLR 的政府机构，也可被媒体用以发布新闻。传递信息的方式包括但不限于通过书面备忘录、手写便条、图纸、邮件、计算机文件、音频邮件及照片。请清楚陈述事实，以确保所传递的信息不致人误解或夸大其词或包含无证据支持的假设或怀疑。请确保将信息仅传递给那些真正有需要的接收方，避免将信息一并发送给不相关的接收者。将保密信息传递给错误的接收者会严重损害 CJLR 利益，

导致合作终止、承担法律责任等。

In the cooperation with CJLR, it is important to ensure that the information conveyed by suppliers (including their employees, management, agents, etc.) is clear, accurate and appropriate. Responsible and proper information transmission plays a critical role in business operation and is also of great importance to CJLR's reputation. Copies of the conveyed information may be used as legal evidence presented to regulatory government agencies overseeing CJLR or may be used by media for news release. Means of transmitting information include, but are not limited to, written memoranda, handwritten notes, drawings, emails, computer files, voice messages and photographs. Please state the facts clearly to ensure that the conveyed information is not misleading, exaggerated or based on unsupported assumptions or suspicions. Ensure that the information is only conveyed to those who truly need it and avoid sending it to irrelevant recipients. Transmitting confidential information to the wrong recipient could seriously harm CJLR's interests and may result to termination of cooperation and legal liabilities, etc.

12. **投诉、举报 Complaints, Reports**

供应商应为管理人员和员工提供匿名投诉机制，以报告工作场所的不满。供应商应保护举报人的机密并禁止报复。

Suppliers should provide an anonymous reporting mechanism for managers and employees to voice their dissatisfaction in the workplace. Suppliers should protect the confidentiality of whistleblowers and prohibit retaliation.

CJLR 敦促供应商及其代表立刻报告任何可疑的行为或可能违反本准则的行为。举报途径如下：

CJLR urges suppliers and their representatives to immediately report any suspicious behavior or possible violations of this Code. The reporting channels are as follows:

• 举报热线：400-120-0494

Whistleblowing hotline: 400-120-0494

• 举报邮箱：jubao@cheryjaguarlandrover.com

Whistleblowing email: jubao@cheryjaguarlandrover.com

所有举报均会受到所有会参与审阅或如有必要调查此事者的保密。

All reports will be treated with confidentiality by individuals involved in the review process or those necessary for investigation purpose.

禁止报复 Prohibit Retaliation

CJLR 禁止对任何举报者采取任何形式的打击报复行为，CJLR 将彻底调查并且恰当处理针对报复行为的举报。

CJLR strictly prohibits any form of retaliation against whistleblowers. CJLR will thoroughly investigate and appropriately handle reports of retaliation.

恶意举报 Malicious Accusation

供应商不得捏造事实、提供虚假材料或以非法手段取得证明材料进行投诉、举报。CJLR 有权终止与恶意指控的供应商之间的合作。

Suppliers must not fabricate facts, provide false materials or use illegal means to make complaints or reports. CJLR reserves the right to terminate cooperation with suppliers engaging in malicious accusations.

13. 监督 Supervision

供应商如果将业务进行转包、分包，供应商应当将该行为准则的内容传达给转包、分包承担的主体，并采取一定的措施确保其遵守该行为准则的相关要求。

If a supplier decides to subcontract or outsource their business, the supplier should communicate the content of this Code to the subcontractor or outsourcing entity, and take measures to ensure their compliance with the requirements of this Code.

CJLR 会对供应商、以及转包、分包承担的主体的行为进行监督、检查。供应商及转包、分包承担的主体在遵守当地法律要求的情况下，应当配合 CJLR 员工或其指定代表对其进行审查，并采取必要的纠正措施，及时更正不合规情况。在当地法律允许的情况下，CJLR 保留与任何不愿或无法遵守本准则的供应商终止业务关系的权力。

CJLR will oversee and inspect the behavior of suppliers, subcontractors and outsourcees. Suppliers, subcontractors and outsourcees in compliance with local legal requirements, should cooperate with CJLR employees or their designated representatives for reviews and take necessary corrective actions to promptly rectify any non-compliance issues. Where permitted by local laws, CJLR reserves the right to terminate the business relationship with any supplier who is unwilling or unable to comply with this Code.

14. 修改和变更 Amendments and Updates

CJLR 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 BPS 平台-帮助与支持模块，CJLR 不需另行通知。在此情形下，供应商应接受这些变更。所有 BPS 平台内的供应商均视为同意遵守该准则。

CJLR reserves the right to make reasonable modify to this Code based on changes in laws, regulations and regulatory requirements, etc. Any updates to this Code will be published on BPS Platform in Help and Support section, without additional notification from CJLR. In such cases, suppliers are expected to accept these changes. All suppliers within BPS Platform are deemed to have agreed to comply with this Code.