

新疆嘉润资源控股有限公司

供应链尽责管理政策

新疆嘉润资源控股有限公司（以下简称“嘉润”或“公司”）认识到在“受冲突影响和高风险区域”从事矿产资源开采、交易、加工、出口存在可能造成不利影响的风险，并认识到公司有尊重人权、不助长冲突，并避免对环境和社会造成不利影响的义务。公司承诺采纳并广泛推广《中国矿产供应链尽责管理指南》（《中国指南》，第二版）和《经济合作与发展组织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职调查指南》（《经合组织指南》，第三版）相关内容，并将其纳入与供应商及其他商业伙伴签订的合同及/或协议之中。

本政策旨在为矿产供应链全过程涉及冲突敏感的采购活动以及供应商提高风险意识提供参考。公司承诺不从事任何为冲突提供资助的活动，严格遵守联合国等国际制裁决议及中国相关法律法规。

一. 适用范围与受托加工特别说明

本政策依据《中国指南》（第二版）要求制定，适用于以下范围：

公司自身运营（厂区内部）：

包括公司厂区内的加工作业、人力资源管理、安保管理及环境合规等所有与四类风险相关的管控措施，均受本政策约束。

对委托方（玛纳斯县亿丰实业有限公司）的管理要求：

公司作为玛纳斯县亿丰实业有限公司（简称“亿丰实业”）的唯一受托加工方，氧化铝等原料由亿丰实业直接采购，公司不与上游矿山、贸易商存在直接合同关系。因此，公司通过《委托加工协议补充协议》将本政策要求传递给委托方，并要求委托方向其上游供应商传递《供应商行为守则》、《责任合同条款》等文件中体现的政策要求。

本政策对“供应商”的界定：

本政策所指“供应商”，在嘉润的供应链结构中分为两个层次：第一层为委托方（玛纳斯县亿丰实业有限公司），嘉润通过《委托加工协议补充协议》对其实施管理；第二层为委托方的上游供应商（矿山、贸易商等），嘉润通过督促委托方向其传递尽责管理要求的方式实施间接管理。

二. 尽责管理六步骤承诺

公司承诺在供应链运营实践中采用《中国指南》（第二版）规定的尽责管理六步法，具体履行以下步骤：

步骤 1 建立企业尽责管理体系

步骤 2 风险识别与评估

步骤 3 风险预防和缓解

步骤 4 内外部评估

步骤 5 报告与沟通

步骤 6 适时提供条件或开展合作进行补救

同时，公司承诺在供应链运营实践中重点识别和管理以下风险：

三. 与矿产开采、运输或贸易有关的严重侵权行为

1. 在“受冲突影响和高风险区域”开展采购或经营活动时，公司既不会容忍也不会以任何方式获利、帮助、协助或便利任何一方实施：
 - a. 任何形式的酷刑、残忍、不人道和有辱人格的待遇；
 - b. 任何形式的强迫或强制劳动，即以惩罚作为威胁，非他人自愿的情况下迫使其提供劳动或服务；
 - c. 最恶劣形式的童工；
 - d. 其他严重侵犯和践踏人权的行爲，如普遍的性暴力行为；
 - e. 战争罪，或其他严重违反国际人道主义法的行爲，反人类罪或种族灭绝罪。

风险缓解策略：

如有合理理由认为上述风险存在，即上游供应商正从实施上述严重侵权行为的任何一方进行采购或与该方有关联，我们将通知亿丰实业立即中止或终止与该供应商的合作，嘉润也将立即停止加工此供应商提供的原料。

四. 关于直接或间接支持非国家武装团体¹

2. 公司不会容忍通过矿产开采、运输、贸易、处理或出口为非国家武装团体提供直接或间接支持。通过矿产开采、运输、贸易、处理或出口为非国家武装团体提供“直接或间接的支持”包括且不限于：从非国家武装团体或其关联方²购买矿产，向其进行付款，或以其他方式为其提供后勤支援或设备等。该等武装团体或其关联方：
 - i. 非法控制矿址，或以其他方式控制运输路线、矿产交易点以及供应链的上游行为主体³；并/或

¹ 企业应参照联合国安理会有关决议对非国家武装团体进行识别。

² “关联方”包括供应链上直接与武装团体合作，为矿产开采、贸易、处理提供便利的贸易商、批发商、中间商及其他各方。

³ 对矿山、运输路线、矿产交易地、以及供应链上游行为主体进行“控制”是指 i) 对开采活动进行监视，包括对进入矿区进行授权，以及/或对下游中间商、出口企业或国际贸易者的销售进行协调；ii) 在矿产开采、运输、贸易或销售过程中利用任何形式的强迫或强制劳动；或 iii) 在上游企业或矿山担任领导或管理人员，或是享有受益权或其他所有者权益。

- ii. 在矿址入口、运输路线沿线或矿产交易点非法征税或者勒索钱财或矿产⁴；并/或
- iii. 对中间商、出口企业、或国际贸易者非法征税或勒索。

风险缓解策略：

如果我们有合理理由认为，亿丰实业的上游供应商从向非国家武装团体提供直接或间接支持的一方进行采购，或与之存在关联，我们将通知亿丰实业立即中止或终止与该供应商的合作，嘉润也将立即停止加工此供应商提供的原料。

五. 关于公共或私人安全武装

- 3. 我们杜绝向非法控制矿址、运输路线以及供应链上游行为主体，在矿址入口、运输路线沿线或矿产交易点非法征税或索要钱财或矿产，或者向中间商、出口企业或国际贸易者非法征税或进行勒索的公共或私人安全武装提供直接或间接支持。⁵
- 4. 我们认可，矿址及/或其周边地区以及/或运输道路沿线的公共或私人安全武装的作用仅是维护法治，包括保障人权、保护矿工、设备和设施安全、保护矿址或运输路线以使合法的开采和贸易不受干扰。
- 5. 在我们或我们供应链上的任何企业与公共或私人安全武装签订了合约的情况下，我们承诺或者将规定，这类安全武装需被公认的处理公共或私人安全武装的国际标准和指导性文件所认可⁶。尤其是，我们将会支持或采取措施运用筛查政策，确保已知的实施过严重侵犯人权行为的个人或安全武装单位不被录用。
- 6. 公司将支持或采取措施与中央或地方政府、国际组织和民间社会组织开展合作，共同为如何提高公共安全武装安保费用的透明度、相称性和问责性找到可行的解决方案。
- 7. 公司将支持或采取措施与当地政府、国际组织和民间社会组织开展互动，避免或最大限度地降低公共或私人安全武装驻扎在矿址给弱势群体带来的负面影响，尤其是对手工采矿矿工的负面影响。

风险缓解策略：

如果我们发现在一定程度上存在此类风险，将根据企业在供应链上所处的具体位置，立即联合亿丰实业制定、采用和实施上游供应商及其利益相关方风险管理计划⁷，从而使为公共或私人安全武装提供直接或间接支持的风险得到遏制或降低。如果风险管理计划实

⁴ 向矿山、运输路线、矿产交易地、或上游企业进行“勒索”是指以暴力或其他手段相威胁，通常以允许开采、使用运输路线、或矿产运输、购买、销售等活动作为筹码，向被勒索人索要并非其自愿支付的金钱或矿产。

⁵ 此处所述“直接或间接支持”指的并不是合法形式的支持，合法形式包括企业向其经营所在国政府支付的法定税收、费用和/或特许开采费。

⁶ 例如《安全与人权自愿原则》等国际指导文件。

⁷ 实施风险计划中如若遇到海啸、地震、火灾、疫情、战争等不可抗力因素，可相应调整时间期限，但将对情况提供文字说明。

施六个月未起作用，我们将通知亿丰实业暂时中止或终止与上游供应商的合作⁸，嘉润也将立即停止加工此供应商提供的原料。

六. 关于行贿受贿、矿产原产地欺诈性失实陈述；关于洗钱；关于向政府支付的税收、费用及特许费

关于行贿受贿、矿产原产地欺诈性失实陈述

8. 公司不会提出、承诺、进行或索要任何贿赂，并且抵制诱惑，不会为了掩盖或伪造矿产原产地，虚报矿产开采、贸易、处理、运输、出口等活动应向政府缴纳的税收、费用和特许开采费而行贿。⁹

关于洗钱

9. 如果公司有理由认为，存在因开采、贸易、处理、运输或出口在矿址入口、运输路线沿线、或上游供应商矿产交易地进行非法征税或勒索而得的矿产所引起或与之相关的洗钱风险，我们将支持或采取措施，为有效消除洗钱行为做出贡献。

关于向政府支付的税收、费用及特许费

10. 公司将确保向政府支付所有与受冲突影响和高风险区域矿石开采、贸易、出口相关的合法税收、费用和特许费，并且承诺根据企业在供应链上所处位置依照所在国关于向政府部门缴纳的税费信息公开的要求对此类支付进行披露。

风险缓解策略

根据企业在供应链中的位置，我们承诺与供应商、中央或地方政府机关、国际组织、民间社会以及受影响的第三方酌情进行合作，本着在合理的时间跨度内采取显著措施防范或降低有负面影响的风险的目的，对绩效进行改善或跟踪。风险降低措施未起作用的，我们将通知亿丰实业立即中止或终止与该供应商的合作，嘉润也将立即停止加工此供应商提供的原料。对采用风险管理计划后需要降低的风险，我们将额外进行风险评估。若风险管理计划六个月内未取得明显效果，行贿受贿及对矿产产地进行欺诈性失实陈述、洗钱、以及向政府缴纳税款、费用、特许费等行为的风险未能得到遏制或降低的话，我们将通知亿丰实业暂时停止或中断与供应商的合作，时间至少是三个月，嘉润也在同等时限内停止加工该供应商提供的原料。并在暂时中止合作的同时对风险管理计划进行修订，阐明贸易关系恢复之前改进工作所应达到的绩效目标。

七. 关于下列 ESG 因素的政策和实践

- i. 遵守经营所在国家/地区的环境、健康、安全和劳工法规及/或公司政策。
- ii. 环境管理，包括：
 - 空气、水、土地污染和事件管理计划

⁸ 对采用风险管理计划后需要降低的风险，企业应额外进行风险评估。若风险管理计划六个月内未取得明显效果，为公共或私人安全武装武装提供直接或间接支持的风险没有得到遏制或降低的话，企业应暂时停止与供应商的合作，时间至少是三个月，并在暂时中止合作的同时对风险管理计划进行修订，阐明合作关系恢复之前改进工作所应达到的绩效目标。

⁹ 参见经合组织《关于打击国际商业交易中行贿外国公职人员行为的公约》（1997）和《联合国反腐败公约》（2004）。

- 水管理，特别是在缺水地区
- 未经授权从世界遗产地和保护区采购
- iii. 危险化学品（包括汞和氰化物）的储存、处理和处置。
- iv. 劳工问题的管理，包括薪酬、工作时间、集体谈判、歧视、多样性、纠纷和工人权益保障。
- v. 社区参与和管理方案（土地征用和社区重新安置、文化遗产地和土著人民、关闭规划和保护弱势群体）。
- vi. 管理商业诚信和道德行为，并支持实施相关倡议（如采掘业透明度倡议（EITI））。

风险缓解策略：

如果我们有理由认为，供应商因上述因素存在不可忽视的 ESG 管理风险，我们将通知亿丰实业及时与上游供应商进行沟通，督促对方立即制定风险管理计划并采取有效措施在合理规划时间内以降低乃至消除相关风险，若风险管理计划时限内未能达到明显成效，我们将通知亿丰实业暂时中止或终止与供应商的合作，嘉润也在同等时限内停止加工该供应商提供的原料。我们非常希望并且乐意在能力范围内提供帮助，在加强供应商上下沟通协作的同时，为降低供应链 ESG 风险做出贡献。

八. 适时提供条件或合作开展补救

公司承诺，当发现公司在供应链中已经造成或助长实际不利影响时，通过提供条件或合作开展补救，以减缓相关不利影响。具体补救机制包括：1）通过公司申诉机制接受和处理受影响方的申诉，提供或配合提供适当补救；2）与委托方（亿丰实业）共同协商补救方案，督促其向上游供应商施压或协助提供补救；3）参与中国五矿化工进出口商会《采矿业和矿产价值链调解磋商机制》等行业层面的补救机制；4）如补救涉及已发生的人权侵害，公司将积极与相关政府机构、国际组织及受影响社区合作，寻求切实可行的解决方案。

九. 政策传递与供应商沟通机制

公司将本着持续改进的原则，把本政策全面融入公司管理体系及各部门职责，并通过以下机制确保本政策要求有效传递给供应商：

- 合同条款传递：通过《委托加工协议补充协议》将本政策要求传递给亿丰实业，要求亿丰实业在与其上游供应商的采购合同中体现尽责管理义务；
- 行为守则传递：公司制定《供应商行为守则》并要求亿丰实业向其上游供应商发送并回收签署版本；

新疆嘉润资源控股有限公司文件

شىنجاڭ جيارۇن بايلىق مەنبەسى پاي چېكىنى كونترول قىلىش چەكلىمە شىركىتى

- 培训与能力建设：公司定期（至少每年一次）联合亿丰实业开展尽责管理专项培训，确保双方人员充分理解本政策要求；
- 公开发布：本政策已发布于托管网站，向公众开放查阅，任何供应商、客户或利益相关方均可获取本政策内容；

本政策自发布之日起生效，并将在公司官方渠道公布。

十. 政策修订机制

10.1 常规审阅与修订

供应链尽责管理联合办公室负责对本政策的适宜性、充分性和有效性进行定期审阅，常规审阅频次为每 12 个月一次，结合公司年度尽责管理进展报告的编制工作同步开展。审阅内容包括：本政策与《中国指南》（第二版）、《经合组织指南》（第三版）等标准的符合性；与公司及亿丰实业实际供应链运营情况的适配性；以及年度内部评估、外部评估、申诉机制等渠道反馈意见的整合情况。

10.2 重大变化触发的临时修订

除常规审阅外，当出现以下任一重大变化时，公司应在知悉后 30 个工作日内启动临时修订程序：（1）适用标准发生重大更新；（2）与亿丰实业的委托加工关系发生重大变化；（3）内部评估或外部审核发现本政策重大缺陷；（4）供应链发生重大风险事件；（5）适用的中国法律法规或国际制裁决议发生重大变化。

10.3 修订程序与归档

联合办公室起草修订草案→提交尽责管理委员会审议批准→生效后告知亿丰实业→版本号递增→形成书面修订记录（保存≥5 年）。

10.4 修订记录表

版本	修订日期	修订要点	修订触发类型
V01	2025 年 12 月 1 日	初始版本发布（中英维三语）	首次发布

备注 1： 本政策英文版供参考，最终解释依据本中文版。

备注 2： 鉴于新疆嘉润资源控股有限公司不直接采购原材料，且玛纳斯县亿丰实业有限公司是其唯一的加工委托方，文件中的“供应链”亦指玛纳斯县亿丰实业有限公司的氧化铝供应链。

新疆嘉润资源控股有限公司

2025 年 12 月 1 日

英文版政策

Xinjiang Jiarun Resources Holdings Co., Ltd.

Supply Chain Due Diligence Policy

Xinjiang Jiarun Resources Holding Co., Ltd. (hereinafter referred to as the “Company”), as a prominent, large-scale, integrated aluminum and electricity enterprise, recognizes that risks may arise throughout the mining, trading, processing, transportation, and export of mineral resources that could result in adverse environmental, social, and human rights impacts. The Company acknowledges its responsibility to respect human rights, avoid contributing to conflict, and prevent or mitigate adverse impacts on the environment and society. The Company commits to adopting and broadly promoting relevant principles and requirements set out in the *Chinese Due Diligence Guideline for Mineral Supply Chain* (Second Edition) and the *OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas* (Third Edition), and to incorporating these requirements into contracts and/or agreements entered into with suppliers and other business partners.

This policy aims to provide a guiding framework for strengthening supplier risk awareness and managing conflict-sensitive sourcing activities throughout the Company’ s supply chain. The Company is committed to refraining from any activities that may directly or indirectly finance or support conflict, and to strictly complying with applicable international sanctions resolutions, including those issued by the United Nations, as well as relevant Chinese laws and regulations.

I. Scope of Application and Toll Processing Clarification

This Policy is formulated in accordance with Section 5.1.1 of the Chinese Guidelines (2nd Edition) and applies to the following scope:

Company's own operations (within the plant premises):

All risk-control measures within the Company's plant premises, including processing operations, human resource management, security management, and environmental compliance relating to the four categories of risks, are subject to this Policy.

Management requirements for the client (Manasi County Yifeng Industrial Co., Ltd.):

As the Company serves as the sole toll processor for Manasi County Yifeng Industrial Co., Ltd. (hereinafter " Yifeng"), raw materials such as alumina are procured directly by the client, and the Company has no direct contractual relationship with upstream mines or traders. Accordingly, the Company transmits the requirements of this Policy to the client through the Supplementary Agreement to the Toll Processing Contract, and requires the client to transmit the policy requirements embodied in the Supplier Code of Conduct and the Responsible Contract Terms to its upstream suppliers (including Glencore, Xiamen Lingxiang Metal Co., Ltd., etc.).

Definition of “supplier” under this Policy:

The term "supplier" under this Policy refers to two levels within Jiarun's supply chain structure: the first level is the client (Manasi County Yifeng Industrial Co., Ltd.), managed by the Company through the Supplementary Agreement; the second level refers to the client's upstream suppliers

(mines, traders, etc.), managed indirectly by the Company through requiring the client to transmit due diligence requirements to them.

II. Commitment to the Six-Step Due Diligence Framework

The Company commits to adopting and implementing the six-step due diligence framework throughout the supply chain operations, specifically including the following steps:

Step 1: Establishing a corporate due diligence system;

Step 2: Risk identification and assessment;

Step 3: Risk prevention and mitigation;

Step 4: Internal and external assessment;

Step 5: Reporting and dissemination;

Step 6: Providing for or cooperating in remediation when appropriate.

Furthermore, the Company commits to prioritizing the identification, assessment, and management of the following risks in the supply chain operations:

III. Regarding serious abuses associated with the extraction, transport or trade of minerals

1. While sourcing from, or operating in, conflict-affected and high-risk areas, we will neither tolerate nor by any means profit from, contribute to, assist with or facilitate the commission by any party of:
 - a. any forms of torture, cruel, inhuman and degrading treatment;
 - b. any forms of forced or compulsory labour, which means work or service which is exacted from any person under the menace of penalty and for which said person has not offered himself voluntarily;
 - c. the worst forms of child labour;
 - d. other gross human rights violations and abuses such as widespread sexual violence;
 - e. war crimes, crimes against humanity or genocide or other serious violations of international humanitarian law.

Risk mitigation measures:

If we have reasonable grounds to believe that the above risk exists—namely, that an upstream supplier is sourcing from, or is affiliated with, any party engaged in the aforementioned serious infringement—we will notify Yifeng to immediately suspend or terminate cooperation with that supplier, and Jiarun will likewise immediately stop processing raw materials supplied by that supplier.

IV. Regarding direct or indirect support to non-state armed groups¹⁰

2. We will not tolerate any direct or indirect support to non-state armed groups through the extraction, transport, trade, handling or export of minerals. “Direct or indirect support” to non-state armed groups through the extraction, transport, trade, handling or export of

¹⁰ The Company can refer to relevant UN Security Council resolutions, to identify non-state armed groups.

minerals includes, but is not limited to, procuring minerals from, making payments to or otherwise providing logistical assistance or equipment to, non-state armed groups or their affiliates¹¹ who:

- i. illegally control mine sites or otherwise control transportation routes, points where minerals are traded and upstream actors in the supply chain¹²; and/or
- ii. illegally tax or extort⁴ money or minerals at points of access to mine sites, along transportation routes or at points where mineral¹³ are traded; and/or
- iii. illegally tax or extort intermediaries, export companies or internal trader.

Risk mitigation measures:

If we have reasonable grounds to believe that an upstream supplier of Yifeng Industrial is sourcing from, or is affiliated with, a party that provides direct or indirect support to non-state armed groups, we will notify Yifeng to immediately suspend or terminate cooperation with that supplier, and Jiarun will likewise immediately stop processing raw materials supplied by that supplier.

V. Regarding public or private security forces

3. We disagree to any form of direct or indirect support to illegal activities, including: the unlawful control of mining sites, transport routes, and upstream supply chain actors by public or private security forces; the illegal taxation or extortion of money or minerals at mine sites, along transport routes, or at points of mineral trade; and the illegal taxation or extortion of intermediaries, exporting companies, or international traders.¹⁴
4. We recognize that the role of public or private security forces at the mine sites and/or surrounding areas and/or along transportation routes should be solely to maintain the rule of law, including safeguarding human rights, providing security to mine workers, equipment and facilities, and protecting the mine site or transportation routes from interference with legitimate extraction and trade.
5. Where we, or any company in our supply chain, contract public or private security forces, we commit to, and require, that such security forces conduct their activities in accordance with internationally widely recognized standards¹⁵. In particular, we will support and/or take steps to adopt screening policies to ensure that individuals or units of security forces that are known to have been responsible for gross human rights abuses will not be hired.

¹¹ “Affiliates” includes traders, consolidators, intermediaries, and others in the supply chain that work directly with armed groups to facilitate the extraction, trade or handling of minerals.

¹² “Control” of mines, transportation routes, points where minerals are traded and upstream actors in the supply chain means i) overseeing extraction, including by granting access to mine sites and/or coordinating downstream sales to intermediaries, export companies or international traders; ii) making recourse to any forms of forced or compulsory labour to mine, transport, trade or sell minerals; or iii) acting as a director or officer of, or holding beneficial or other ownership interests in, upstream companies or mines.

¹³ “Extort” from mines, transportation routes, points where minerals are traded or upstream companies means the demanding, under the threat of violence or any other penalty, and for which the person has not voluntarily offered, sums of money or minerals, often in return for granting access to exploit the mine site, access transportation routes, or to transport, purchase, or sell minerals.

¹⁴ “Direct or indirect support” does not refer to legal form of support, including legal taxes, fees, and/or royalties that companies pay to the government of a country in which they operate.

¹⁵ Such as Voluntary Principles on Security and Human Rights.

6. We will support efforts, or take steps, to engage with central or local authorities, international organizations and civil society organizations to contribute to workable solutions on how transparency, proportionality and accountability in payments made to public security forces for the provision of security could be improved.
7. We will support efforts, or take steps, to engage with local authorities, international organizations, and civil society organizations to avoid or, to the greatest extent possible, minimize the adverse impacts arising from the presence of public or private security forces at mine sites, in particular on vulnerable groups such as artisanal miners where minerals in the supply chain are extracted through artisanal or small-scale mining.

Risk mitigation measures:

If we determine that such a risk exists to a certain degree, we will, based on the enterprise's specific position in the supply chain, immediately work together with Yifeng Industrial to develop, adopt, and implement a risk management plan¹⁶ for the upstream supplier and its stakeholders, so as to contain or reduce the risk of providing direct or indirect support to public or private security forces. If the risk management plan has not proven effective after six months of implementation, we will notify Yifeng to temporarily suspend or terminate cooperation with the upstream supplier¹⁷, and Jiarun will likewise immediately stop processing raw materials supplied by that supplier.

VI. Regarding bribery and fraudulent misrepresentation of the origin of minerals; money laundering; the payment of taxes, fees and royalties due to governments

Regarding bribery and fraudulent misrepresentation of the origin of minerals

8. We will not offer, promise, give or demand bribes in any form, and will reject any attempt to solicit bribes to conceal or disguise the origin of minerals, to misrepresent taxes, fees and royalties paid to governments for the purposes of mineral extraction, trade, handling, transport and export¹⁸.

Regarding money laundering

9. We commit to supporting and taking actions to help effectively prevent and eliminate money laundering. Where we identify a reasonable risk indicating that money laundering may be linked to the illegal taxation or extortion of minerals (for example, illegal acts conducted by upstream suppliers at mine sites, along transport routes, or at points of mineral trade), we will actively participate in relevant prevention and control measures.

¹⁶ If, during the implementation of the risk management plan, force majeure factors such as tsunamis, earthquakes, fires, epidemics, or war are encountered, the timeline may be adjusted accordingly, but a written explanation of the circumstances will be provided.

¹⁷ For risks that need to be reduced following the adoption of a risk management plan, the enterprise should conduct an additional risk assessment. If, within six months, the risk management plan has not achieved a clear effect—that is, the risk of providing direct or indirect support to public or private security forces has not been contained or reduced—the enterprise should temporarily suspend cooperation with the supplier for a period of at least three months, and, while cooperation is temporarily suspended, revise the risk management plan to clearly set out the performance targets that must be met in terms of improvement before the cooperative relationship can be resumed.

¹⁸ See OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (1997); and the United Nations Convention Against Corruption (2004).

Regarding the payment of taxes, fees and royalties due to governments

10. We will ensure that all taxes, fees, and royalties related to mineral extraction, trade and export from conflict-affected and high-risk areas are paid to governments and, in accordance with the company's position in the supply chain, we commit to disclose such payments in accordance with the requirements of the host country regarding the disclosure of tax information paid to government departments, based on the company's position in the supply chain.

Risk mitigation measures:

Depending on the enterprise's position in the supply chain, we commit to cooperating, as appropriate, with suppliers, central or local government authorities, international organizations, civil society, and affected third parties, with the aim of taking meaningful measures within a reasonable timeframe to prevent or reduce risks that have adverse impacts, and to improve or track performance accordingly. If the risk mitigation measures prove ineffective, we will notify Yifeng to immediately suspend or terminate cooperation with the supplier concerned, and Jiarun will likewise immediately stop processing raw materials supplied by that supplier. For risks that need to be reduced following the adoption of a risk management plan, we will conduct an additional risk assessment. If, within six months, the risk management plan has not achieved a clear effect—that is, the risks of bribery and corruption, fraudulent misrepresentation of the origin of minerals, money laundering, and the payment of taxes, fees, and royalties to government authorities have not been contained or reduced—we will notify Yifeng Industrial to temporarily suspend or discontinue cooperation with the supplier for a period of at least three months, and Jiarun will likewise, within the same timeframe, stop processing raw materials supplied by that supplier. At the same time as cooperation is temporarily suspended, we will revise the risk management plan to clearly set out the performance targets that must be met in terms of improvement before the trading relationship can be resumed.

VII. Policies and practices regarding the following ESG issues

- i. Compliance with the environmental, health, safety, and labor regulations and/or company policies applicable in the country/region of operation.
- ii. Environmental management, including:
 - Air, water, and land pollution and incident management plans
 - Water management, particularly in water-scarce areas
 - Unauthorized sourcing from World Heritage sites and protected areas
- iii. Storage, handling, and disposal of hazardous chemicals (including mercury and cyanide).
- iv. Management of labor issues, including compensation, working hours, collective bargaining, discrimination, diversity, grievances, and protection of workers' rights.
- v. Community engagement and management programs (land acquisition and community resettlement, cultural heritage sites and indigenous peoples, closure planning, and protection of vulnerable groups).
- vi. Management of business integrity and ethical conduct, including support for related initiatives such as the Extractive Industries Transparency Initiative (EITI).

Risk Mitigation Strategy:

Where we have reason to believe a supplier carries non-negligible ESG management risk arising from the factors above, we will promptly engage Yifeng to press the upstream supplier to develop a risk management plan without delay and take effective measures to reduce or eliminate the relevant risk within a reasonable timeframe. Should the risk management plan fail to produce demonstrable results within its stated timeframe, we will notify Yifeng to suspend or terminate cooperation with the supplier, and Jiarun will likewise cease processing raw material from that supplier within the same timeframe. We remain fully willing and ready to provide support within our capacity, strengthening communication and collaboration across the supply chain while contributing to the reduction of ESG risk throughout it.

VIII. Timely Provision of Conditions or Cooperation in Carrying Out Remedial Measures

The Company commits that, when it is found that the Company has caused or contributed to actual adverse impacts in the supply chain, it will provide conditions or cooperate to carry out remedial measures to mitigate such adverse impacts. Specific remedial mechanisms include: 1) Accept and process complaints from affected parties through the Company's grievance mechanism, and provide or cooperate in providing appropriate remediation; 2) Jointly discuss remedial measures with the client (Yifeng), and urge it to apply pressure on or assist upstream suppliers in providing remediation; 3) Participate in industry-level remedial mechanisms such as the CCCMC Mediation and Consultation Mechanism for the Mining Industry and Mineral Value Chain; 4) If remediation involves actual human rights violations that have occurred, the Company will actively cooperate with relevant government agencies, international organizations, and affected communities to seek practical and feasible solutions.

IX. Policy Transmission and Supplier Communication Mechanism

The Company will adhere to the principle of continuous improvement and fully integrate this policy into its management systems and departmental responsibilities, and will ensure the effective transmission of this Policy's requirements to suppliers through the following mechanisms:

- Contractual transmission: Transmit this Policy's requirements to Yifeng through the Supplementary Agreement, requiring the client to incorporate due diligence obligations into its procurement contracts with upstream suppliers;
- Supplier Code of Conduct transmission: The Company has developed a Supplier Code of Conduct and requires Yifeng to send it to upstream suppliers and collect signed copies;
- Training and capacity building: The Company will regularly (at least annually) conduct specialized due diligence training jointly with Yifeng, ensuring that personnel of both parties fully understand the requirements of this Policy;
- Public disclosure: This Policy has been published on the Company's official website and related channels, open to the public for review. Any supplier, client, or stakeholder may access the content of this Policy.

This policy shall take effect from the date of its issuance and shall be published on the company's official channels.

X. Policy Review and Revision Mechanism

10.1 Regular Review and Revision

The Supply Chain Due Diligence Management Joint Office shall conduct regular reviews of the suitability, adequacy, and effectiveness of this Policy at least once every twelve months, coordinated with the preparation of the Company's annual due diligence progress report. Reviews shall cover: the Policy's continued conformity with applicable standards; its continued relevance to the actual supply chain operations of the Company and the client; and the incorporation of feedback received through internal assessments, external assessments, and the grievance mechanism.

10.2 Ad-Hoc Revision Triggered by Material Changes

In addition to regular reviews, the Company shall initiate an ad-hoc revision process within thirty working days upon becoming aware of any of the following material changes: (1) material updates to applicable standards; (2) material changes to the toll processing relationship with the client; (3) material deficiencies identified through internal or external assessments; (4) occurrence of a material risk incident in the supply chain; (5) material changes to applicable Chinese laws and regulations or international sanctions resolutions.

10.3 Revision Procedure and Filing

Joint Office drafts revision → Submit to Committee for deliberation and approval → Notify Yifeng upon effectiveness → Increment version number → Prepare written revision record (retain for ≥ 5 years).

10.4 Version History

Version	Revision date	Key revisions	Reason to edit
V01	December 1, 2025	Initial version	Initial version

Note1: The English version of this policy is for reference only; the final interpretation shall be based on the Chinese version.

Note 2: Given that Xinjiang Jiarun Resources Holding Co., Ltd. does not directly procure raw materials, and Xinjiang Jiarun Resources Holding Co., Ltd. solely provides alumina-to-aluminum-ingot processing services for Manasi County Yifeng Industrial Co., Ltd., the term “supply chain” in this document also includes the alumina supply chain of Manasi County Yifeng Industrial Co., Ltd.

Xinjiang Jiarun Resources Holdings Co., Ltd.

December 1, 2025

كۆچكە كىرىش: 2025-يىلى 12-ئاي 1-كۈن V01 نەشرى	ھۆججەت نامى: تامىنلاش زەنجىرى مەسئۇلىيەت باشقۇرۇش سىياسىتى	JR-SCDD-POL-P-001-2025-V01: كۆرسەتكۈچ نومۇرى
ماقۇللىغۇچى: جى لىيەنچىك	تەكشۈرگۈچى: فىك ۋىنيۋەن	ھازىرلىغان: تامىنلاش زەنجىرى مەسئۇلىيەت باشقۇرۇش بىرلەشمە ئىدارىسى

ئەسكەرتىش: شىنجاڭ جىيارۇن رىسۇرسىلار خولدىڭىز شىركىتى بىرىنچى خام ماددە سېتىۋالمايدۇ. مانەسى ناھىيىسى يىڭى سانائەت چەكلىك شىركىتى بىردىنبىر يۈكتۈرۈش بۇيرۇتۇلۇشى بولغانلىقى ئۈچۈن، تامىنلاش زەنجىرى «ئىبارىسى يىڭى سانائەتلىك ئالۇمىنى تامىنلاش زەنجىرىنىمۇ ئۆز ئىچىگە ئالىدۇ».

شىنجاڭ جىيارۇن رىسۇرسىلار خولدىڭىز شىركىتى

تامىنلاش زەنجىرى مەسئۇلىيەت باشقۇرۇش سىياسىتى

شىنجاڭ جىيارۇن رىسۇرسىلار خولدىڭىز شىركىتى (كېيىن «جىيارۇن» ياكى «شىركەت» دەپ ئاتىلىدۇ) (مەدەنچىلىك، سودا، قايتا ئىشلەش، داشۇش ۋە ئېكسپورت جەريانىدا يامان تەسىر كۆرسىتىش خەۋپى بارلىقىنى تونۇيدۇ. شىركەت ئادەم ھوقۇقىنى ھۆرمەتلەش، نىزاققا يارداملاشماسلىق، مۇھىت ۋە جەمئىيەتكە يامان تەسىر كۆرسەتمەسلىك بۇرچىنى قوبۇل قىلىدۇ. شىركەت «مادەن تامىنلاش زەنجىرى مەسئۇلىيەتلىك تەكشۈرۈش يول-يۇسۇلى» (خىتاي كۆرسەتمىسى، نىزالىق ۋە يۇقىرى خەۋپلىك رايوندىن مادەن تامىنلاش زەنجىرىنى مەسئۇلىيەتلىك تەكشۈرۈش يول-يۇسۇلى) (ئۈچىنچى نەشرى «OECD» ئىككىنچى نەشرى «ۋە» نى قوبۇل قىلىپ، مەزكۇر تەلەپلەرنى تەمىنلىگۈچىلەر بىلەن تۈزۈلگەن شەرتنامىلەرگە كىرگۈزۈشكە بەل باغلايدۇ.

بىر. قوللىنىش دائىرىسى ۋە يۈكتۈرۈش بۇيرۇتۇلۇشى ھەققىدىكى ئالاھىدە چۈشەندۈرۈش

شىركەتنىڭ ئۆز ئىشلىتىشى (زاۋۇت ئىچى):

شىركەتنىڭ زاۋۇت ئىچىدىكى قايتا ئىشلەش ئەمەلىيىتى، كادىر-خىزمەتچىلەرنى باشقۇرۇش، بىخەتەرلىك باشقۇرۇش ۋە ئەتراپتىكى قوغداش بويىچە بارلىق چارە-تەدبىرلەر بۇ سىياسەت قوللىنىش دائىرىسىگە كىرىدۇ.

يۈكتۈرۈش بۇيرۇتۇلۇشى (مانەسى ناھىيىسى يىڭى سانائەت چەكلىك شىركىتى (غا تەلەپ

شىركەت مانەسى ناھىيىسى يىڭى سانائەت چەكلىك شىركىتى نىڭ بىردىنبىر يۈكتۈرۈش بۇيرۇتۇلۇشى سۈپىتىدە، ئالۇمىنى ئوكسىت خام ماددىسى يىڭى سانائەت تەرىپىدىن بىۋاسىتە سېتىۋېلىنىدۇ. شىركەت يۇقارقى كەندىلەر ياكى سودىگەرلەر بىلەن بىۋاسىتە شەرتنامە مۇناسىۋىتى يوق. شىركەت «يۈكتۈرۈش بۇيرۇتۇلۇش شەرتنامىسىگە قوشۇمچە كېلىشىم» (ئارقىلىق بۇ سىياسەت تەلەپلىرىنى يىڭى سانائەتكە يەتكۈزۈپ، ئۇنىڭ يۇقارقى تەمىنلىگۈچىلەرگە «تەمىنلىگۈچى خۇلق-ئەتۋار دەستۇرى» ۋاسىتىسى بىلەن يەتكۈزۈشنى تەلەپ قىلىدۇ.

ئىككى. مەسئۇلىيەت باشقۇرۇشنىڭ ئالتە قەدىمىگە ۋەدە

شرىكەت تامىنلاش زەنجىرى ئىشلىتىشتە «خىتاي كۆرسەتمىسى» ئىككىنچى نەشرى «(دە بەلگىلەنگەن مەسئۇلىيەت باشقۇرۇشنىڭ ئالتە قەدىمىلىك

ئۇسۇلىنى قوللىنىشقا ۋەدە بېرىدۇ:

- قەدەم: شىركەتنىڭ مەسئۇلىيەت باشقۇرۇش سىستېمىسىنى قۇرۇش-1
- قەدەم: خەۋپ-خەتەرنى ئىناۋەتلەش ۋە باھالاش-2
- قەدەم: خەۋپ-خەتەرنىڭ ئالدىنى ئېلىش ۋە ئازايتىش-3
- قەدەم: ئىچكى ۋە سىرتقى باھالاش-4
- قەدەم: نەسى ۋە ئالاقە-5
- قەدەم: ئورۇنلۇق ۋاقىتتا شەرت يارىتىپ ئىلاج قىلىش ياكى ھەمكارلاش-6

ئۈچ. مەسئۇلىيەت باشقۇرۇش دائىرىسىدىكى تۆت تۈر خەۋپ-خەتەر

مەدەنچىلىك، داشۇش ياكى سودا بىلەن باغلىق ئېغىر ھوقۇق بۇزۇلۇشى 3.1

نىزالىق ۋە يۇقىرى خەۋپلىك رايوندىن سېتىۋالغاندا ياكى ئۇ رايوندا ئىشلىگەندە، شىركەت ھەر قانداق تەرەپنىڭ تۆۋەندىكى ئەمەللىرىنى قوشۇۋالمايدۇ،

ماپايدا بولمايدۇ، ياردەم قىلمايدۇ ياكى يەڭگىلەتمەيدۇ:

- ھەر قانداق شەكىلدىكى ئازاب بېرىش، شاپالاق ئۇرۇش، ئىنسانىيەتسىز مۇئامىلە
- ھەر قانداق شەكىلدىكى مەجبۇرى ياكى زورلاپ ئىشلىتىش
- بالىلارنى ئەڭ ئاغىر شەكىلدە ئىشلىتىش
- باشقا ئېغىر ئادەم ھوقۇقى بۇزۇلۇشلىرى، مەسىلەن كەڭ يايغان جىنسىي زورلاش
- ئۇرۇش جىنايەتلىرى، ئىنسانىيەتكە قارشى جىنايەتلەر ياكى سوي قىرغىنلىق

خەۋپ-خەتەرنى ئازايتىش ستراتېگىيىسى

يۇقارقى خەۋپ-خەتەر مەۋجۇت دەپ ئويلاشقا ئاساس بولغاندا، بىز بىلىمىڭىزنى سانا ئەتكە مەزكۇر تەمىنلىگۈچى بىلەن ھەمكارلىقنى دەرھال توختىتىشنى

تەلەپ قىلىمىز، جاپارۇنمۇ بۇ تەمىنلىگۈچى تەمىنلىگەن خام ماددىنى قايتا ئىشلەشنى دەرھال توختىتىدۇ.

مەملىكەت ئەمەس قورالغا سالغان گۇرۇپپىلارغا بىۋاسىتە ياكى ۋاسىتىلىك قوللاش 3.2

شېركەت مادەن تامىنلاش زەنجىرى ئارقىلىق مەملىكەت ئەمەس قورالغا سالغان گۇرۇپپىلارغا ھەر قانداق بىۋاسىتە ياكى ۋاسىتىلىك قوللاش كۆرسىتىشكە چىدامايدۇ. يېنىڭ سانائەتنىڭ يۇقارقى تەمىنلىگۈچىسى مەزكۇر گۇرۇپپىلاردىن سېتىۋالغان ياكى ئۇلار بىلەن مۇناسىۋىتى بار دەپ ئاساس بولغاندا، بىز يېنىڭ سانائەتكە ھەمكارلىقنى دەرھال توختىتىشنى تەلەپ قىلىمىز.

3.3 دۆلەت ياكى خۇسۇسى قوشۇنلاشقان كۈچلەر

كەندى رايونىنى، داشۇش يوللىرىنى نامەشروئىي ئىگىلىگەن ياكى نامەشروئىي سالىق، زورلۇق بىلەن پۇل ياكى مادەن ئالغان دۆلەت ياكى خۇسۇسى قوشۇنلاشقان كۈچلەرگە بىزنىڭ ھەر قانداق بىۋاسىتە ياكى ۋاسىتىلىك قوللىشىمىزغا يول قويۇلمايدۇ. مەزكۇر خەۋپ-خەتەر خەۋپ-خەتەر باشقۇرۇش لايىھىسى ئارقىلىق 6 ئاي ئىچىدە ئازايتىلمىسا، بىز يېنىڭ سانائەتكە يۇقارقى تەمىنلىگۈچى بىلەن ھەمكارلىقنى ۋاقىتلىق توختىتىشنى تەلەپ قىلىمىز.

3.4 پارا بېرىش-ئالاش، ئالداش، پۇل يۇيۇش ۋە ھۆكۈمەتكە تۈلەنگەن سالىق-پاي

شېركەت ھەر قانداق شەكىلدىكى پارا تەكلىپ قىلمايدۇ، ۋەدە قىلمايدۇ، بەرمەيدۇ ياكى ئىستېمايدۇ. مادەننىڭ كېلىپ چىققان يېرىنى يوشۇرۇش ياكى سىخىلاشقا قارشى تۇرىدۇ. پۇل يۇيۇش خەۋپى بولغاندا ئۇنى يوقىتىشقا كۆمەكلىشىدۇ. ھۆكۈمەتكە تۈلەنشى كېرەك بولغان سالىق، پاي ۋە امانەتنى قانۇن بويىچە تۆلەيدۇ ۋە ئاشكارا لايدۇ.

ئاممىلىرىغا مۇناسىۋەتلىك سىياسەت ۋە ئەمەلىيەت ESG تۆت

- مەشغۇلات رايونىدىكى مۇھىت، ساغلاملىق، بىخەتەرلىك ۋە مەيدانگارلىق قانۇن-نىزاملارنى بىجىرىش
- مۇھىت باشقۇرۇش: ئاۋا، سۇ، تۇپراق ئاغۇلىنىشى باشقۇرۇش، سۇ مۈلكىنى باشقۇرۇش، دۇنيا مىراسى رايونىدىن رۇخسەتسىز سېتىۋالشتىن ساقلىنىش
- خەتەرلىك خىمىيەلىك ماددىلەرنى (سىمىپ ۋە سىيانىد قاتارلىقلارنى) (ساقلاش، بىر تەرەپ قىلىش
- مەيدانگارلىق مەسىلىلىرىنى باشقۇرۇش: ئەجىر، مەھنەت ۋاقتى، كامىيەت سۆزلىشىش، كەمسىتىش ياكى خۇپتۇنلاشتىن ساقلىنىش
- جامائەت ئالاقىسى ۋە باشقۇرۇش پروگراممىسى (يەر ئالاش، مۇلاھىزە كۆچۈرۈش، مەدەنىي مىراس، مەھكۇم گۇرۇپپىلارنى قوغداش)
- قاتارلىق تارماق كارخانا پالىيەتلىرىنى قوللاش EITI تىجارەت ئەخلاقى ۋە

بەش. ئورۇنلۇق ۋاقىتتا شەرت يارىتىپ ياكى ھەمكارلاشقان ھالدا ئىلاج قىلىش

شېركەت تامىنلاش زەنجىرىدە يامان تەسىر كۆرسىتىپ قويغان ياكى شېركەتنىڭ ئۇنى ئۈستىگە ئالغانلىقى ئېنىقلانغاندا، تۆۋەندىكى ئىلاج مېخانىزىملىرى ئارقىلىق كۆمەك قىلىدۇ:

- شېركەتنىڭ شىكايەت مېخانىزىمى ئارقىلىق زىيان كۆرگۈچىلەرنىڭ شىكايىتىنى قوبۇل قىلىپ، تەتقىش ئېلىپ بارىدۇ

- يېڭى سانائەت بىلەن بىرلىكتە ئىلاج لايىھىسى تۈزىدۇ ، يۇقارقى تەمىنلىگۈچىگە بىسىم كۆرسىتىدۇ ياكى ئىلاج قىلىشقا ياردەم بېرىدۇ
- مادەنچىلىك ۋە مادەن قىممەتلىك زەنجىرى بىتىم-مۇشاۋىرە مېخانىزمى «غا قاتنىشىدۇ» CCCMC
- ئادەم ھوقۇقى بۇزۇلۇشى يۈز بەرگەندە ، مۇناسىۋەتلىك ھۆكۈمەت ئورگانلىرى ، خەلقئارا تەشكىلاتلار ۋە زىيان كۆرگەن جامائەتچىلىك بىلەن ئاكتىپ ھەمكارلىشىپ ئەمەلىي ئىلاج ئىزدەيدۇ.

ئالتە .سىياسەتنى يەتكۈزۈش ۋە تەمىنلىگۈچى بىلەن ئالاقە مېخانىزمى

- شەرتنامە ئارقىلىق يەتكۈزۈش «:يۈكتۈرۈش بۇيرۇتۇلۇش شەرتنامىسىگە قوشۇمچە كېلىشىم «ئارقىلىق يېڭى سانائەتكە يەتكۈزۈلىدۇ
- خۇلق-ئەتۋار دەستۇرى يەتكۈزۈش :يېڭى سانائەت يۇقارقى تەمىنلىگۈچىلەرگە يەتكۈزۈپ ، ئىمزالانغان نۇسخىسىنى قايتۇرۇپ ئالىدۇ
- تەربىيە ۋە سالاھىيەت ئاشۇرۇش :شىركەت يىلدا ئەڭ ئاز بىر قېتىم يېڭى سانائەت بىلەن بىرلىكتە ئالاھىدە تەربىيە ئۆتكۈزىدۇ
- ئاشكارا ئېلان :بۇ سىياسەت شىركەتنىڭ رەسمىي تورىغا ئاشكارا لانغان ، ھەر قانداق تەمىنلىگۈچى ، خىرىدار ياكى مەنپەئەتدار تەرەپ بۇ سىياسەتنى كۆرۈۋالالايدۇ.

بۇ سىياسەت ئېلان قىلىنغان كۈندىن باشلاپ كۈچكە كىرىدۇ ھەمدە شىركەتنىڭ رەسمىي ئارقىلىرىدا ئاشكاراللىنىدۇ

يەتتە .سىياسەتنى كۆزدىن كەچۈرۈش ۋە تۈزىتىش مېخانىزمى

تامىنلاش زەنجىرى مەسئۇلىيەت باشقۇرۇش بىرلەشمە ئىدارىسى بۇ سىياسەتنىڭ ماسلىشىشچانلىقى ، يېتەرلىكلىكى ۋە ئۈنۈملۈكلىكىنى ھەر 12 ئايدا بىر قېتىم دائىمىي كۆزدىن كەچۈرىدۇ .تۆۋەندىكى ئەھۋاللارنىڭ بىرى يۈز بەرگەندە ، 30 ئىش كۈنى ئىچىدە ۋاقىتلىق تۈزىتىش جەريانى باشلىنىدۇ :قوللىنىش ئۆلچىمى يۈرۈملۈك يېڭىلانغاندا :يېڭى سانائەت بىلەن بولغان يۈكتۈرۈش بۇيرۇتۇلۇش مۇناسىۋىتى يۈرۈملۈك ئۆزگەرگەندە :ئىچكى ياكى سىرتقى تەكشۈرۈشلەردە سىياسەتتە يۈرۈملۈك كەمچىلىك بايقالغاندا :ياكى تامىنلاش زەنجىرىدە يۈرۈملۈك خەۋپ-خەتەر ۋەقئاسى يۈز بەرگەندە

تۈزىتىش خاتىرىسى جەدۋىلى

تۈزىتىش سەۋەبى	تۈزىتىش مۇندەرىجىسى	تۈزىتىش چېسلاسى	نەشرى
بىرىنچى قېتىم ئېلان قىلىش	دەسلەپكى نەشرى (خىتايچە ، ئىنگلىزچە ، ئۇيغۇرچە)	يىلى 12-ئاينىڭ 1-كۈنى 2025	V01

ئەسكەرتىش 1 :بۇ سىياسەتنىڭ ئۇيغۇرچە نۇسخىسى پايدىلىنىش ئۈچۈن بولۇپ ، ئاخىرقى چۈشەندۈرۈش خىتايچە نۇسخىسىغا ئاساسلىنىدۇ

نەسكەرتىش 2: شىنجاڭ جيارۇن رىسۇرسىلار خولدىڭىز شىركىتى خام ماددە بىۋاسىتە سېتىۋالمايدۇ، مانەسى ناھىيىسى يىڭى سانائەت چەكلىك شىركىتى بىردىنبىر
يۆتكۈرۈش بۇيرۇتۇلۇشى بولغانلىقى ئۈچۈن، «تامىنلاش زەنجىرى» ئىبارىسى يىڭى سانائەتنىڭ ئالۋمىنىي تامىنلاش زەنجىرىنىمۇ ئۆز ئىچىگە ئالىدۇ.

شىنجاڭ جيارۇن رىسۇرسىلار خولدىڭىز شىركىتى

يىلى 12-ئاينىڭ 1-كۈنى 2025