

供应商 CSR 行为准则 **Supplier CSR Code of Conduct**

中兴通讯一直致力于在供应链中推行诚信的商业行为并积极承担社会责任。本准则体现了中兴通讯对中兴供应链上的供应商在对人员尊重，环境保护和社会责任等方面的基本要求，希望所有供应商都能够遵守该准则。

ZTE has been committed to promoting commercial integrity in the supply chain and duly undertaking social responsibilities. This Code of Conduct defines the basic requirements of ZTE Corporation on individual respect, environmental protection, and social responsibilities for the suppliers in ZTE's supply chain. All the suppliers are expected to comply with this Code of Conduct.

1、诚信守法 Integrity and Law Compliance

供方除了要遵守中兴通讯供应商行为准则（以下简称“准则”）外，还必须遵守经营所在国家或地区所有适用的相关法律、法规和标准。对同一主题，在经营所在国家或地区适用的法律、法规或标准跟本准则都有规定且无相互冲突时，以要求较高者为准。若本准则中条款跟经营所在国家或地区适用的法律、法规或标准有冲突以致遵守本准则会导致违法时，以符合经营所在国家或地区法律、法规或标准的最高要求为准。

In addition to the ZTE Supplier Code of Conduct (hereinafter the "Code of Conduct"), the suppliers shall also comply with all applicable laws, regulations, and standards of the country or area where they operate. If the applicable laws, regulations or standards of the country or area where the suppliers operate and this Code of Conduct have provisions with respect to the same subject that do not conflict, the provisions with higher requirements shall prevail. If any provision in this Code of Conduct conflicts with any applicable laws, regulations, or standards of the country or area where the suppliers operate, resulting in that compliance with this Code of Conduct is illegal, the applicable laws, regulations, or standards shall prevail.

2 人权 Human Rights

供方要尊重国际公认的人身权利，并且不得以任何形式侵犯这些权利。供方要尊重每一个人的尊严、个人隐私和基本权利。

Suppliers shall respect the human rights recognized on an international basis, and shall not infringe upon these rights in any form. Suppliers shall respect the personal dignity, privacy, and

basic rights of each employee.

3 劳工标准 Labor Standards

3.1 童工与未成年工 Child Labor and Underage Labor

供方不得雇佣或者使用童工，不得雇用低于最低法定就业年龄的任何人。在中国“儿童”指任何 16 周岁以下的人；在其他国家“儿童”指任何 15 周岁以下的人；当国家或当地法律法规规定了更高的义务教育年龄或者最低的法定就业年龄时，以较高者为准。“童工”指儿童或青少年从事劳动，国际劳工组织（ILO）最小年龄公约（C1973）规定可以接受的情形除外。

Suppliers shall not employ or use children for work, nor employ any persons below the minimum legal age of employment. In China, a child refers to any person below 16 years old. In other countries, a child refers to any person below 15 years old. If any national or local laws or regulations define a higher standard for compulsory education age or minimum legal age of employment, the higher standard shall apply. Child labor means that children or teenagers are employed for work, except in the cases allowed by the ILO Minimum Age Convention (C1973).

若供方发现有雇佣或使用童工的行为，则应立即采取补救措施，该补救措施应以儿童的最大利益为主要考虑因素，补救措施能保障其最大利益。

If suppliers find any employment or use of children for work, they shall immediately take remedies intended for guaranteeing the maximum benefits of children.

供方应提供、支持和/或制定政策和计划，以协助发现任何从事童工的儿童。

Suppliers shall provide, support, and/or establish policies and plans to assist any children involved in child labor.

供方应保证18周岁以下未成年员工不会从事有危害性的工作。本准则中“危害性工作”指使员工处于以下工作环境：受到身体、精神或性侵犯；地下、水下、高空和受限空间；需使用危险机械、仪器和工具，或处理、运输重物；暴露于有害物质、药剂、工序、温度、噪声或振动环境下；长时间劳动、夜间工作或受到无理由的限制等其他困难环境。

Suppliers shall guarantee that underage employees below 18 years old will not be involved in hazardous work. In this Code of Conduct, hazardous work refers to subjecting an employee to the following: physical, emotional, or sexual offense; underground, underwater, overhead, or restricted workspace; use of hazardous machines, instruments, and tools, or handling or transfer of heavy materials; exposure to hazardous substances, drugs, or work flows, or improper temperature, noise, or vibration; long working hours, night work, or unreasonable restriction.

3.2 强迫劳动 Forced Labor

供方不得使用酷刑、强迫劳工、债役、强制劳动、奴役、贩卖人口、性暴力。供方应保证员工和公司之间是自由选择和不受胁迫的。

Suppliers shall not use cruel torture, forced labor, bonded labor, bondage, human trafficking, or sexual violence. Suppliers shall guarantee that employees are employed on the basis of free will.

供方的员工有权在给出合理的通知后离职或解除劳动关系。员工可在此类合理通知期满后自行离职。所有雇佣关系均为自愿。供应商应跟每位员工签署包含合理通知期的雇佣合同。

The employees of suppliers shall be entitled to leave or terminate the labor relations by giving a reasonable notice. Employees can leave upon expiration of the notice. All employment relations are established on the basis of free will. Suppliers shall sign an employment contract that includes a reasonable notice period with each employee.

供方不得要求员工缴纳押金或不予支付工资或使员工承担债务，或要求员工质押任何身份证明文件或类似证件，并将此作为雇佣或保留工资的条件。

Suppliers shall not request employees to pay any deposit, undertake liabilities, or pledge any identity certification documents or similar documents and use such documents as the prerequisite for employment or salary retention, or refuse to pay salaries.

供方应和所有员工签订包含易于理解的雇佣条件的纸面劳动协议。

Suppliers shall sign a written labor contract that contains comprehensible employment terms and conditions with each employee.

3.3 自由结社 Freedom of Association

在适用法律允许的范围内，供方应尊重员工加入或不加入工会或类似代表机构的权利，以及员工进行集体谈判的权利。

Suppliers shall respect the right of employees to freedom of joining or not joining the trade union or similar organization and to collective bargaining as permitted by applicable laws.

供方应允许其员工和管理层之间进行公开沟通和直接参与，以建立员工关系和解决任何问题。

Suppliers shall allow their employees to have public communication with and directly participate in the management, to build up good employment relationships and properly resolve problems.

供方不得歧视员工代表或者工会成员，保证他们在工作场合能够行使工会职能。

Suppliers shall not discriminate employee representatives or trade union members, and shall

ensure that they can perform their trade union duties in the workplace.

3.4 歧视与惩戒 Discrimination and Punishment

供方不得在雇佣、薪酬、培训机会、晋升、解约、退休程序或决策方面直接或间接参与或支持任何形式的歧视，包括但不限于：种族、肤色、年龄、退伍军人身份、性别、性取向、怀孕、语言、民族、残疾、宗教、政治面貌、社团成员、工会成员、国籍、土著地位、医疗状况、艾滋病、社会出身、财产、血统、社会或婚姻状况和协会会员资格等。

Suppliers shall not directly or indirectly be involved in or support discrimination in any form in employment, salaries, training opportunities, promotion, dismissal, retirement, or decision-making on the basis of race, color, age, veteran status, gender, sexual orientation, pregnancy, language, ethnic origin, disability, religion, political status, social group membership, trade union membership, nationality, indigenous origin, medical status, AIDS, social status, property, blood lineage, marital status, and association membership.

供方不得强迫员工或准员工接受带有歧视性的医学检查。

Suppliers shall not force employees or prospective employees to accept discriminative medical checks.

供方应尊重其所有员工，应完全禁止和不得容忍任何不可接受的或者侮辱性的行为，包括但不限于：精神虐待，性骚扰，歧视性的动作，和性有关的、强迫性的、威胁性的、恐吓性的、诽谤性的和剥削性的语言和肢体接触等。

Suppliers shall respect all their employees, and shall completely prohibit and oppose any unacceptable or humiliating acts, including but not limited to emotional or sexual harassment, discriminative actions, sex-related, forced, threatening, intimidatory, scandalous, and exploitative language and bodily contacts.

3.5 工作时长 Hours of Work

供方应确保员工工作时长不会过量并至少符合经营所在国家或地区法律法规，每位员工每周工作时长不得超过 60 小时（包括加班）。

Suppliers shall ensure that employees do not work for excessively long time, and the hours of work shall at least meet the applicable laws and regulations of the country or area where the suppliers operate. The sum of regular and overtime working hours in a week shall not exceed 60 hours.

供方应尊重员工的休息，应确保每位员工连续工作六日后至少休息一天。

Suppliers shall respect the right of employees to rest, and shall allow workers at least 24 consecutive hours of rest in every seven-day period.

供方应保证所有员工带薪假期的权利。

Suppliers shall guarantee the right of employees to paid leaves.

在特殊情况下（可能包括紧急情况，但不包括预期的生产需求峰值），如果供方的员工需要加班，在任何情况下都不得超过规定的工作时长。供方应根据相关角色考虑其所从事的工作类型和可接受的工作时长。

If the employees of suppliers are required to work overtime in special cases (which may include emergency cases, but not including expected peak periods of production), in no event shall the working hours exceed the threshold. Suppliers shall determine the types of work and acceptable working hours on the basis of roles.

3.6 工资与补偿 Salary and Compensation

供方应提供至少满足经营所在国家或地区法律法规最低工资标准的薪酬。

Suppliers shall pay a compensation at least satisfying the minimum wage standard stipulated by the applicable laws and regulations of the country or area where the suppliers operate.

供方应确保员工了解其雇佣条件，并给予员工公平合理的工资以及任何具有法律效力或约定的福利。

Suppliers shall ensure that their employees are aware of the employment conditions, and shall provide reasonable and fair salaries and any legal or agreed fringe benefits.

供方不得将扣除工资作为惩戒措施。

Suppliers shall not deduct salaries as punishment.

供方必须及时向员工发放工资，且必须明确地向员工传达其工资构成。

Suppliers must pay salaries to employees on a timely basis and shall clarify the salary structure.

4 健康与安全 Health and Safety

供方应根据国际标准和国家法律为其员工、承包商、合作伙伴或可能受其活动影响的其他人员提供健康和安全的工作环境。

Suppliers shall provide a safe and healthy workplace to their employees, contractors, partners or other persons who may be subject to their activities in accordance with international standards and national laws.

供方应建立完善的机制，以确保将健康和安全的义务传达并应用于其控制范围内的各方。

Suppliers shall establish a sound mechanism to ensure that the health and safety obligations are communicated and applied to all the parties within the scope of control.

供方应确保其符合健康和安全风险预防的一般原则。一般原则包括识别、减轻和预防危险，使用合格和受训的人员，提供和维护安全的设备和工具，包括所需的个人防护装备。

Suppliers shall ensure that they adhere to the general rules on health and safety risk prevention. These general rules include identifying, mitigating, and preventing danger, using trained and qualified personnel, and providing and maintaining safe devices and tools, including personal protective equipment.

供方应建立并执行机制，以确保其所有员工有能力履行其职责和义务中的健康和安​​全部分。这包括提名和培训适当级别的人员（特别是高层管理人员），负责履行供方的健康和安​​全义务。

Suppliers shall establish and implement an appropriate mechanism to ensure that all their employees can perform their duties in health and safety. This includes nomination and training of personnel at proper levels (especially the senior management level) to perform the health and safety obligations.

若供方为员工提供宿舍则应保持宿舍的整洁、卫生、安全并满足员工（适用时包括员工家属）基本生活需要。

If suppliers provide dormitories to their employees, such dormitories shall be tidy, clean, and safe to meet the basic needs of the employees (including their families, if applicable).

供方应建立系统并提供培训，以准备随时应对事故、健康问题和可预见的紧急情况。供方应有适当的方法和程序以从事故和紧急情况的记录、调查和实施中提升自身能力。

Suppliers shall establish a proper system and provide necessary training for addressing any accidents, health incidents, and predictable emergencies. Suppliers shall have appropriate means and procedures to improve their abilities through accident and emergency recording and investigation.

供方应尽最大努力控制危险源并采取必要的针对意外伤害和职业疾病的预防措施，必要时向员工提供必要的防护器材并指导使用。

Suppliers shall try best efforts to control any source of danger and take all necessary precautionary measures against accidental injury and occupational disease. When necessary, suppliers shall provide employees with necessary protective equipment and guide them to use the equipment.

供方应提供适当、定期的培训以使员工了解健康和安​​全知识。

Suppliers shall provide adequate and regular training on health and safety.

必要时，供方应建立职业健康安​​全管理体系，ZTE 鼓励供方进行 OHSAS18001 认证。

When necessary, suppliers shall establish an occupational health and safety management system, and are encouraged by ZTE to acquire OHSAS18001 certification.

5 环境保护 Environmental Protection

供方应遵守相关立法和国际标准，并且在环境立法不完善或未强制执行的国家，确保采取合理行为来管理对环境的影响。

Suppliers shall comply with relevant laws and international standards in environmental protection, and take proper measures to mitigate the impact of its operation on the environment in the countries where environmental protection laws are inadequate or not forcibly enforced.

供方应获取、维护和保留所有必要的环境许可（例如废物管理和运输）、审批和注册信息。

Suppliers shall obtain, maintain, and reserve all necessary environmental permits (such as waste management and transportation permits), approval, and registration information.

供方应识别、减少、监督、控制和处理所有危险废弃物，并应根据国际标准和适用法律避免所有污染物排放。

Suppliers shall identify, reduce, monitor, control, and dispose of all dangerous wastes, and control the pollutant discharge in accordance with international standards and applicable laws.

供方应遵守有关禁止或限制特定物质的所有适用法律、法规和客户要求。产品中包含的危险化学品和其他材料，特别是 RoHS 和 REACH 法规高关注物质清单中包含的物质，必须由供方识别和管理，以确保其安全使用、回收或重用和处置。供方必须避免使用此类材料和化学品（若无法避免则应尽量减少）。

Suppliers shall adhere to all applicable laws, regulations, and customer requirements on the prohibition or restriction of particular substances. Dangerous chemicals and other materials contained in products, particularly those defined in the RoHS and REACH list of Substances of Very High Concern (SVHC), must be identified and managed by suppliers to ensure that they are safely used, recycled, reused, or disposed of. Suppliers must avoid (or if impossible, minimize) the use of such materials and chemicals.

供方应根据 ZTE 的要求识别、监督和最大限度地减少温室气体排放（GHG）和自身运营的能源消耗，包括运输和旅行中的二氧化碳排放，并向 ZTE 或 ZTE 指定、认可的第三方提供相关数据以衡量改进情况。

Suppliers shall identify, monitor, and minimize the Green House Gas (GHG) discharge and energy consumption during operation in accordance with ZTE's requirements, including carbon dioxide emission during transportation and travel, and shall provide relevant data to ZTE or any third party designated and recognized by ZTE to measure their improvement.

供方应当支持对环境挑战采取预防措施，积极推动对环境负起更大的责任，鼓励发展和推广环境友好的技术。

Suppliers shall support a precautionary approach to environmental challenges, undertake initiatives to promote greater environmental responsibility, and encourage the development and distribution of environmentally friendly technologies.

供方应致力于降低对环境的影响并持续提高环境绩效。必要时，供方应建立环境管理体系，ZTE 鼓励供方进行 ISO14001 认证。

Suppliers shall be committed to reducing their impact on the environment and improve the environment performance in a sustainable way. When necessary, suppliers shall establish an environment management system, and are encouraged by ZTE to acquire ISO14001 certification.

6 禁止的商业行为 **Prohibited Commercial Activities**

6.1 腐败和其他禁止的商业行为 **Corruption and Other Prohibited Commercial Activities**

中兴通讯对于腐败和其他任何禁止的商业行为采取零容忍政策，供方应遵守有关贿赂、腐败、诈骗和其他禁止的商业行为的法律法规。

ZTE applies a zero-tolerance policy for corruption and any other prohibited commercial activities. Suppliers shall comply with laws and regulations concerning bribery, corruption, fraud, and other prohibited commercial activities.

供方不得容忍或参与任何贿赂行为，包括向员工、客户、供应商、组织或个人提供或从上述渠道得到不当的报价或付款。

Suppliers shall not tolerate or participate in any act of bribery, including offering or receive inadequate quotations or payments to or from employees, clients, suppliers, organizations, or individuals.

供方不得提供、允诺或者给予任何不正当的好处、利益或者激励给任何政府官员、国际机构或第三方，不管不正当利益是直接给予还是间接提供。

Suppliers shall not, directly or indirectly, provide, promise, or give any undue advantages, interests, or incentives to any government officials, international organizations or third party.

供方应制定反贿赂政策，规定对其组织内任何形式的贿赂或腐败采取零容忍原则，包括疏通费。

Suppliers shall establish anti-bribery policies, specifying that zero-tolerance is applied to any form of bribery or corruption within their organizations, including facilitation payments.

供方应确保其员工、承包商和分包商了解其反贿赂政策以及如何遵守其要求。

Suppliers shall ensure that their employees, contractors, and subcontractors are aware of their anti-bribery policies and how to meet the requirements.

6.2 礼物、招待和开销（商务礼仪） **Gifts and Entertainment (Business Etiquette)**

供方不得直接或者间接向 ZTE 员工、代表或其他人员提供礼物。ZTE 员工的差旅费用由本公司承担。不得在合同洽谈、招标和奖励时提供或者接受招待、开销和礼物。

Suppliers shall not directly or indirectly provide gifts to ZTE's employees, representatives, or other persons working for ZTE. The travel expenses of ZTE's employees will be borne by ZTE. It is not allowed to provide or accept undue entertainment or gifts during contract negotiation, bidding, and rewarding.

6.3 欺诈和洗钱 **Fraud and Money Laundering**

供方应遵守关于欺诈和洗钱的所有适用的国际标准和法律。

Suppliers shall comply with all applicable international laws and standards concerning fraud and money laundering.

供方不得从事或避免从事可能导致任何一方违反任何此类国际标准和法律的任何行为。

Suppliers shall not engage in or shall avoid engaging in any acts that may result in the non-compliance of any party with such international laws or standards.

供方应维持有效的反欺诈和（在适当情况下）反洗钱的合规方案，以确保遵守法律，包括监督合规性和发现违法行为。

Suppliers shall maintain effective anti-fraud and (if appropriate) anti-money-laundering regulations to ensure their compliance with relevant laws, including compliance supervision and illegal activity identification.

6.4 非竞争行为 **Non-Competition Acts**

供方在任何情况下都不得引起或者参与所有通用或者特定的非竞争行为，包括集体操纵价格、非法市场分配或其他违法行为。

In no event shall suppliers cause or participate in all general or specific non-competition acts, including collective price manipulation, illegal market sharing, or other illegal activities.

6.5 支持非法武装 **Support of Illegal Armed Forces**

供方应禁止直接或间接支持非政府武装团体或从事非法活动的国营或私营保安机构。

Suppliers shall prohibit any direct or indirect support of non-governmental armed forces or public or private security agencies engaged in illegal activities.

7 在采购矿产时秉承负责任的态度 Responsibility Considered in Purchase of Mineral Products

供方应制定明确的政策或完善的程序，以避免故意购买冲突矿产。

Suppliers shall establish distinct policies or adequate procedures to avoid intentional purchase of conflict minerals.

供方应制定政策或程序，以合理确保其制造的产品中所含的锡、钽、钨和金不得直接或间接资助或惠及严重侵犯人权行为的武装团体。供方应对这些矿物的来源和监管链开展尽职调查，并要使尽职调查措施有效满足 ZTE 要求。

Suppliers shall establish policies or procedures to ensure that the tin, tantalum, tungsten, and gold contained in the manufactured products will not directly or indirectly fund or benefit armed groups that severely infringe upon human rights. Suppliers shall perform due diligence in the source and supervision of these minerals to satisfy ZTE's requirements.