



Majorel Supplier Code of Conduct

Majorel 供应商行为准则

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1 Preamble 前言

1.1 Introduction 序言

Economic success and good corporate citizenship are inseparable objectives for Majorel. As such, responsible and ethical behaviour toward employees, business partners, society and the environment are integral parts of our company's value system, including its affiliated companies. Complying with the law and legislation in our business activities is a matter of course for us.

经济方面的成功与良好的企业公民意识是 Majorel 公司不可分割的目标。因此，对员工、商业合作伙伴、社会 and 环境的负责任与道德的行为已成为我们公司和附属公司的价值体系组成部分。在商业活动中遵守法律和法规对我们来说是理所当然的事情。

The Majorel Supplier Code of Conduct is based on the principles of internationally recognised standards for responsible corporate governance. These include, for example, the United Nations (UN) Global Compact, the Guidelines for multinational enterprises published by the Organisation for Economic Co-operation and Development (OECD) and the labour and social standards of the International Labour Organisation (ILO).

《Majorel 供应商行为准则》是一项基于国际公认的负责任公司治理标准的原则。这些标准包括例如《联合国全球契约》、经济合作与发展组织（OECD）发布的《跨国企业准则》以及国际劳工组织（ILO）的劳动和社会标准。

This commitment must also be reflected in the relationships we maintain with business partners.

这一承诺也必须反映在我们与商业合作伙伴所保持的关系中。

That is why the Majorel Supplier Code of Conduct sets forth the mandatory minimum requirements for our business partners in their business relationship with Majorel. The continuity and further development of successful business relationships depend to a large extent on a shared commitment to integrity and social responsibility.

因此，《Majorel 供应商行为准则》规定了我们的商业合作伙伴在与 Majorel 建立业务关系的过程中所必须遵守的最低要求。成功业务关系的持续和进一步发展在很大程度上取决于对诚信和社会责任的共同承诺。

We therefore expect from our business partners that they implement and comply with the Majorel Supplier Code of Conduct.

因此，我们希望我们的商业合作伙伴能够实施并遵守《Majorel 供应商行为准则》。

We thank all business partners who share our commitment to responsible and ethical conduct in business.

1 | Preamble 前言

我们感谢所有与我们一样致力于负责任和道德商业行为的商业合作伙伴。

1.2 Application of the Supplier Code of Conduct 《供应商行为准则》的应用

For the purposes of this Supplier Code of Conduct, business partners, who we expect to comply with the standards set down herein, shall include all third parties who act for, on behalf of, or together with Majorel. These include, among others, suppliers, sales partners, consultants, agents, subcontractors, minority shareholders, sales representatives and freelance collaborators.

就本《供应商行为准则》而言，我们希望遵守本准则的商业合作伙伴应包括为 Majorel、代表 Majorel 或与 Majorel 共同行事的所有第三方，包括供应商、销售伙伴、顾问、代理商、分包商、小股东、销售代表和自由合作者。

2 Integrity 诚信

2.1 Compliance with the law 守法

Our business partners shall adhere to applicable law at the local, national and international level.

我们的商业合作伙伴应遵守当地、国家和国际层面的适用法律。

- The observance of all applicable laws and regulations is a matter of course for us. We also expect this from our business partners. This is the only way in which a trusting and long-term business relationship can be ensured.
- 遵守所有适用的法律和法规对我们来说是理所当然的事情。我们也希望我们的商业合作伙伴能够做到这一点。这是确保信任和长期业务关系的唯一途径。
- All business partners shall be familiar with the laws, regulations and guidelines that are relevant to their respective activities for, together with or on behalf of Majorel.
- 所有商业合作伙伴应熟悉与他们各自为 Majorel、与 Majorel 一起或代表 Majorel 开展活动有关的法律、法规和准则。
- In specific countries, business areas or markets, stricter rules than those described in this Supplier Code of Conduct may be in place. In such cases, the stricter rules are to be applied.
- 在特定国家、业务领域或市场，可能会有比本《供应商行为准则》中所述更严格的规则。在这种情况下，将适用更严格的规则。

2.2 Compliance with foreign trade law 遵守对外贸易法

Our business partners shall comply with foreign trade regulations.

我们的商业合作伙伴应遵守对外贸易法规。

- National and international laws regulate the import, export and domestic trade of goods, technologies or services, the handling of specific products, and capital movements and payments. Adequate procedures must be used to ensure that transactions with third parties do not violate current economic embargoes or regulations of trade, import and export control or regulations for the prevention of terrorism financing.
- 国家和国际法律将对货物、技术或服务的进口、出口和国内贸易、特定产品的处理以及资本流动和支付进行监管。商业合作伙伴必须使用适当的程序，以确保与第三方的交易不违反当前的经济禁运或贸易、进口和出口管制的法规或防止资助恐怖主义的法规。

2.3 Protection against corruption and bribery 防止腐败与贿赂

Our business partners shall condemn any form of corruption and bribery.

我们的商业合作伙伴应谴责任何形式的腐败和贿赂行为。

- For our business partners, any form of active or passive corruption is prohibited, irrespective of whether it concerns public officials or occurs in other business dealings.
- 我们的商业合作伙伴应禁止任何形式的主动或被动腐败，无论其是否涉及公职人员或发生在其他商业交易中。
- Our business partners shall only grant benefits (e.g. invitations or gifts connected with publicity measures, donations or sponsorships) to the extent permitted by law.
- 我们的商业合作伙伴应只在法律允许的范围内给予好处（如与宣传措施、捐赠或赞助有关的邀请或礼品）。

2.4 Protection of assets and property 资产与财产保护

Our business partners shall condemn any form of fraud and other fraudulent behaviour toward Majorel and third parties.

我们的商业合作伙伴应谴责针对 Majorel 公司和第三方的任何形式的欺诈和其他欺诈行为。

- Every form of fraud (e.g. fraud, embezzlement, theft, misappropriation, tax evasion or money laundering) is prohibited, regardless of whether company assets or third-party assets are affected.
- 禁止任何形式的欺诈行为（如欺诈、贪污、盗窃、挪用、逃税或洗钱），无论公司资产或第三方资产是否受到影响。

2.5 Fair competition 公平竞争

Our business partners shall observe the applicable antitrust and competition law.

我们的商业合作伙伴应遵守适用的反垄断和竞争法。

- Our business partners are committed to fair and unrestricted competition as a core element of a free economy. They refrain from entering into restrictive agreements with competitors, suppliers, distributors, retailers and customers, as well as from restrictive market practices. This includes, but is not limited to, agreements with competitors about prices, agreements with competitors about market allocation by customers or regions, boycotts, as well as the unlawful exchange of competitively sensitive information with competitors.
- 我们的商业合作伙伴应将公平和无限竞争作为自由经济的核心要素。他们应避免与竞争对手、供应商、分销商、零售商和客户签订限制性协议，也应避免采取限制性市场惯例。这包括但不限于与竞争对手达成价格协议、与竞争对手就客户或地区的市场分配达成协议、抵制、以及与竞争对手非法交换竞争敏感信息。

2.6 Protection of intellectual property 知识产权保护

Our business partners shall respect and protect any type of intellectual property.

我们的商业合作伙伴应尊重和保护任何类型的知识产权。

- Intellectual property covers any works of intellectual creation irrespective of its commercial value. This includes, but is not limited to, literary works, music, films, TV programs, visual works and software that are protected under relevant laws (e.g. copyright, trademark, design or patent) as trade secrets or as know-how.
- 知识产权应包括任何智力创造的作品，无论其商业价值如何。这包括但不限于作为商业秘密或专有技术而受相关法律（如版权、商标、设计或专利）保护的文学作品、音乐、电影、电视节目、视觉作品和软件。

- Intellectual property infringements include, but are not limited to, the performance, distribution or display of copyrighted material without permission and the creation and distribution of unauthorised copies of intellectual property, both in physical or digital form.
- 知识产权侵权行为包括但不限于：未经许可表演、分发或展示受版权保护的材料，以及以实物或数字形式创建和分发未经授权的知识产权副本。

2.7 Data privacy and protection 数据隐私与保护

Our business partners shall observe the applicable laws and rules when personal data and information are collected, stored, processed or transferred.

我们的商业合作伙伴在收集、储存、处理或传输个人数据和信息时应遵守适用的法律和法规。

- When collecting, storing, processing or transferring personal data (e.g. name, address, telephone number, date of birth, health information) relating to employees, customers or other third parties, our business partners take great care and maintain strict confidentiality, while also observing applicable laws and rules.
- 在收集、储存、处理或传输与员工、客户或其他第三方有关的个人数据（如姓名、地址、电话号码、出生日期、健康信息）时，我们的商业合作伙伴应谨慎行事并严格保密，同时也遵守适用的法律和法规。

2.8 Financial integrity 财务诚信

Our business partners shall conduct their business, store documents and perform financial reporting with integrity.

我们的商业合作伙伴应诚信地开展业务、存储文件和执行财务报告。

- Business transactions, assets and liabilities will be recorded and documented in accordance with legal requirements.
- 商业交易、资产和负债将按照法律要求进行记录和存档。
- Documents relevant to financial reporting may not knowingly include incorrect or misleading entries. Any balance sheet manipulation is prohibited.
- 与财务报告有关的文件不得故意包含不正确或误导性的条目。禁止任何操纵资产负债表的行为。

2.9 Conflicts of interest 利益冲突

Our business partners shall disclose potential or actual conflicts of interest and resolve these as quickly as possible.

我们的商业合作伙伴应披露潜在或实际的利益冲突，并尽快解决这些冲突。

- Business partners who are affected by a potential or actual conflict of interest in their activities in relation to Majorel are obliged to disclose and resolve it promptly
- 如果在与 Majorel 有关的活动中受到潜在或实际利益冲突的影响，商业合作伙伴有义务及时披露和解决这些冲突。

2.10 Confidentiality and business information 保密性与商业信息

Our business partners shall protect confidential information from unauthorised disclosure and misuse, just as they shall protect Majorel's reputation when making public statements.

正如我们的商业合作伙伴在发表公开声明时应保护 Majorel 的声誉一样，他们也应保护机密信息免遭未经授权的披露和滥用。

- Our business partners shall ensure that confidential information and data are stored carefully, that information is not forwarded or made available to unauthorised persons and is only used for the agreed business purposes.
- 我们的商业合作伙伴应确保机密信息和数据得到谨慎的存储，该信息不被转发或提供给未经授权的人员，并且仅用于商定的商业目的。
- The discussion of confidential information in public and social media or the unauthorised disclosure of information about the company or its customers to third parties, such as the media or competitors, shall constitute a breach of confidentiality and may also constitute an antitrust violation.
- 在公共和社交媒体上讨论机密信息或未经授权向第三方（如媒体或竞争对手）披露公司或其客户的信息均构成违反保密规定，还可能构成违反反垄断法。

2.11 Insider trading 内幕交易

Our business partners shall comply with applicable insider trading laws.

我们的商业合作伙伴应遵守适用的内幕交易法律。

- The law prohibits the use, as well as the sharing with third parties, of insider information in the trading of securities or other financial instruments.
- 法律禁止在证券或其他金融产品的交易中使用或与第三方分享内幕信息。
- Insider information is specific information about any circumstances that are not publicly available and which, if made public, could significantly influence the price of securities or similar financial instruments. Examples of such circumstances include, among other things, profit increases or drops, major contracts, plans to merge with or acquire a company, significant new products or personnel changes in a company's leadership.

- 内幕信息是关于任何未公开情况的具体信息，如果公开，可能会对证券或类似金融产品的价格产生重大影响。此类情况的案例包括利润增加或减少、重大合同、与公司合并或收购公司的计划、重大新产品或公司领导层的人事变动等。
- If such information becomes known to our business partners, they will deal with it in accordance with the provisions on insider trading.
- 如果这些信息被我们的商业合作伙伴所知晓，他们应根据与内幕交易相关的规定进行处理。

2.12 Information security 信息安全

Our business partners shall use information provided to them by Majorel exclusively to fulfil their tasks within the scope of providing services for Majorel and shall protect the information from internal and external misuse.

我们的商业合作伙伴应仅将 **Majorel** 提供给他们的信息用于在为 **Majorel** 提供服务的范围内的任务执行，并应保护信息免受内部和外部滥用。

- Sensitive information is regularly used and processed with IT systems in the course of everyday business. This requires appropriate security measures (processes, approved technologies and licensed software) in order to protect intellectual property and personal data. Ignoring appropriate security measures can lead to serious consequences, such as data loss, identity theft or copyright infringement.
- 在日常业务过程中，IT 系统会定期使用和处理敏感信息。这需要采取适当的安全措施（流程、经批准的技术和许可的软件），以保护知识产权和个人数据。忽视适当的安全措施会导致严重的后果，如数据丢失、身份盗用或版权侵权。
- Our business partners undertake to use information provided by Majorel exclusively to fulfil their contractual obligations and not for their own or personal purposes that are unreasonable or improper, or for unethical or illegal activities.
- 我们的商业合作伙伴承诺只将 **Majorel** 提供的信息用于履行其合同义务，而非用于不合理或不正当的自身或个人目的，或用于不道德或非法活动。
- It is the task of our business partner to ensure that all necessary measures are taken to guarantee the security of sensitive information and to protect it from internal and external misuse and threats.
- 商业合作伙伴的任务是确保采取一切必要措施来保证敏感信息的安全，并保护其免受内部和外部滥用和威胁。

3 Employees 员工

3.1 Human rights 人权

Our business partners shall respect and support the protection of universally recognised human rights and make sure that they are not complicit in violations of human rights.

我们的商业合作伙伴应尊重和支持对公认人权的保护，并确保他们不与侵犯人权的行为共谋。

- Our business partners support the principles of the Universal Declaration of Human Rights, the UN Global Compact, the UN Guiding Principles on business and human rights and the core labour standards of the ILO.
- 我们的商业合作伙伴支持《世界人权宣言》、《联合国全球契约》、《联合国商业与人权指导原则》以及国际劳工组织的核心劳工标准。

3.2 Prohibition of forced and child labour 禁止强迫劳动与童工

Our business partners shall not use or tolerate any form of forced or child labour.

我们的商业合作伙伴不应使用或容忍任何形式的强迫劳动或童工。

- Our business partners do not tolerate any child labour as per the ILO Conventions 138 and 182, and national laws. The minimum age of a child or juvenile person must not be below the age at which compulsory school education ends in the country in which the business partner is operating.
- 根据国际劳工组织第 138 号和第 182 号公约以及国家法律，我们的商业合作伙伴绝不容忍任何童工。儿童或青少年的最低年龄不得低于商业合作伙伴所在国家的义务教育结束年龄。
- Our business partners also do not condone modern forms of slavery, trafficking for labour and forced labour, i.e. all work or service which is exacted from any person under the threat of any penalty and for which the said person has not offered themselves voluntarily.
- 我们的商业合作伙伴也绝不宽恕现代形式的奴役、贩卖劳工和强迫劳动，即在任何惩罚的威胁下强迫任何人员从事且该人员并非自愿提供的所有工作或服务。

3.3 Fair working conditions 公平的工作条件

Our business partners shall adhere to the statutory regulations on fair working conditions and allow their employees to speak up freely and without fear of retaliation.

我们的商业合作伙伴应遵守有关公平工作条件的法定条例，并允许其员工自由发言，而不必担心遭到报复。

- The statutory regulations to ensure fair working conditions, including those on payment, working times and the protection of privacy, are observed by our business partners.
- 我们的商业合作伙伴应遵守确保公平工作条件的法定条例，包括关于薪酬、工作时间和隐私保护方面的规定。

- Furthermore, our business partners recognise the rights to freedom of association and collective bargaining in accordance with valid laws and provisions.
- 此外，我们的商业合作伙伴应根据有效的法律和法规承认结社自由和集体谈判的权利。
- Attempts to intimidate and retaliate against employees who report actual or suspected misconduct in good faith are not tolerated by our business partners. Our business partners provide their employees the opportunity to report potential compliance violations in confidence.
- 我们的商业合作伙伴绝不容忍对善意举报实际或疑似不当行为的员工进行恐吓和报复的企图。我们的商业合作伙伴应为其员工提供秘密报告潜在违规行为的机会。

3.4 Anti-discrimination and harassment 反歧视与骚扰

Our business partners shall provide a workplace environment that does not allow for discrimination.

我们的商业合作伙伴应提供一个不允许歧视的工作场所环境。

- Our business partners do not tolerate discrimination against employees or applicants for employment because of race, national or ethnic origin, gender, pregnancy, marital or parental status, age, disability, religion or belief, sexual orientation or any other characteristic specified under applicable antidiscrimination law or company policy.
- 我们的商业合作伙伴绝不容忍因种族、民族或族裔、性别、怀孕、婚姻或父母状况、年龄、残疾、宗教或信仰、性取向或适用的反歧视法律或公司政策规定的任何其他特征而歧视员工或求职者。
- Our business partners maintain a respectful and dignified relationship with their employees, free from harassment, bullying or intimidation.
- 我们的商业合作伙伴与其员工应保持尊重和尊严的关系，没有骚扰、欺凌或恐吓。

3.5 Health and safety 健康与安全

Our business partners shall protect the health and safety of their employees in the workplace.

我们的商业合作伙伴应保护其员工在工作场所的健康和安全。

- Our business partners provide a healthy and safe working environment for their employees by observing the laws and rules on health and safety in the workplace.
- 我们的商业合作伙伴通过遵守有关工作场所健康和安全的法律和规则，为其员工提供健康和安全的工作环境。

4 Environment 环境

4.1 Responsible use of natural resources 负责任地使用自然资源

Environment and climate protection, as well as the responsible use of natural resources, are important parts of our business partners' responsibility toward the environment and society.

保护环境和气候以及负责任地使用自然资源是我们商业合作伙伴对环境和社会所承担责任的的重要组成部分。

- Our business partners observe the applicable regulations regarding environmental protection, in particular regarding operational and product-related environmental protection.
- 我们的商业合作伙伴应遵守有关环境保护的适用法规，特别是与经营和产品有关的环境保护法规。
- We expect from our business partners responsible sourcing and use of natural resources.
- 我们期望我们的商业合作伙伴能够负责任地采购和使用自然资源。

5 Implementation 实施

5.1 Observation 观察

Our business partners shall guarantee that the Majorel Supplier Code of Conduct is implemented and observed in their contractual relationship with Majorel.

我们的商业合作伙伴应保证在与 Majorel 的合同关系中实施和遵守《Majorel 供应商行为准则》。

- Our business partners guarantee that the minimum standards of this Supplier Code of Conduct are complied with in their contractual relationship with Majorel.
- 我们的商业合作伙伴应保证在与 Majorel 的合同关系中遵守本《供应商行为准则》的最低标准。
- To this end, our business partners pass on the values and principles of the Supplier Code of Conduct to their employees who perform activities for Majorel and work toward ensuring that these are observed.
- 为此，我们的商业合作伙伴会将《供应商行为准则》的价值观和原则传递给其为 Majorel 开展活动的员工，并确保这些价值观和原则得到遵守。

- Due to business-specific requirements some Majorel companies have developed their own Supplier Code of Conduct or undertaken to observe a customer's Code of Conduct. These may include additional requirements that go beyond the minimum standards of the Majorel Supplier Code of Conduct. In these cases, our business partner is also obliged to observe the specific Supplier Code of Conduct that applies in the particular contractual relationship with the Majorel company.
- 由于业务上的特殊要求，一些 Majorel 公司已经制定了自己的《供应商行为准则》，或承诺遵守客户的《行为准则》。这些要求可能包括超出《Majorel 供应商行为准则》最低标准的额外要求。在这些情况下，我们的商业合作伙伴也有义务遵守适用于与 Majorel 公司签署特定合同关系的特定《供应商行为准则》。

5.2 Supply chain compliance 供应链合规性

Our business partners shall make their best efforts to ensure that their own business partners, whom they appoint to work for or on behalf of Majorel, are familiar with and observe the minimum requirements of the Majorel Supplier Code of Conduct.

我们的商业合作伙伴应尽最大努力，确保其指定为 Majorel 公司工作或代表 Majorel 公司工作的商业合作伙伴熟悉并遵守《Majorel 供应商行为准则》的最低要求。

- As the minimum standards of the Majorel Supplier Code of Conduct should be observed along the entire value creation chain, our business partners shall inform third parties they appoint within the scope of their activities for Majorel (e.g., subcontractors and consultants) of the Majorel Supplier Code of Conduct. Our business partners work to ensure that it is observed by their third parties in their contractual relationship with Majorel.
- 由于整个价值创造链都应遵守《Majorel 供应商行为准则》的最低标准，我们的商业合作伙伴应将《Majorel 供应商行为准则》的内容告知他们在为 Majorel 公司开展活动范围内所指定的第三方（如分包商和顾问）。我们的商业合作伙伴应努力确保其第三方在与 Majorel 的合同关系中遵守该准则。

5.3 Violations of the Majorel Supplier Code of Conduct 违反《Majorel 供应商行为准则》

Violations of the Majorel Supplier Code of Conduct may result in Majorel taking appropriate actions.

违反《Majorel 供应商行为准则》可能导致 Majorel 采取适当的行动。

- The Majorel Supplier Code of Conduct is an integral part of all contractual agreements with Majorel's business partners within the meaning of Section 1.2 of this Code.
- 《Majorel 供应商行为准则》是本准则第 1.2 节所指的与 Majorel 商业合作伙伴签订的所有合同协议的组成部分。

- In cases of suspected violations of the Majorel Supplier Code of Conduct the business partner supports any examination conducted by Majorel.
- 在涉嫌违反《Majorel 供应商行为准则》的情况下，商业合作伙伴应支持 Majorel 进行的任何审查。
- In the event of violations of the Majorel Supplier Code of Conduct, Majorel reserves the right to respond in a manner appropriate to the severity of the violation. This includes, but is not limited to, making a request for the immediate remediation of the violation, asserting claims for damages or terminating the contract. In the event of serious violations of the Majorel Supplier Code of Conduct, Majorel reserves the right to terminate the contract without notice.
- 如果违反《Majorel 供应商行为准则》，Majorel 保留以与违规严重程度相适应的方式做出回应的权利。这包括但不限于要求立即纠正违规行为、提出损害赔偿要求或终止合同。如果出现严重违反《Majorel 供应商行为准则》的情况，Majorel 保留终止合同的权利，恕不另行通知。

6 Reporting violations 报告违规行为

Various reporting channels are available both to our employees and our business partners for reporting compliance violations.

我们的员工和商业合作伙伴都可以使用各种举报渠道来举报违规行为。

- Substantial compliance violations, specifically illegal business practices, can be reported via an Internet-based system, which is available in multiple languages. This allows for a confidential and specially encrypted, secure dialogue with the Majorel Compliance Department. <https://www.bkms-system.net/MajorelSpeakUp>
- 严重的违规行为，特别是非法商业行为，可以通过基于互联网的系统（该系统有多种语言版本）进行举报，从而允许举报人与 Majorel 合规部进行保密和特别加密的安全对话。
<https://www.bkms-system.net/MajorelSpeakUp>

7 Contact 联系人

The Majorel Compliance Department is available as a contact for business partners if they have questions or suggestions concerning the Majorel Supplier Code of Conduct.

如果商业合作伙伴对《Majorel 供应商行为准则》有任何疑问或建议，请联系 Majorel 合规部。

- corporate.compliance@majorel.com
- www.Majorel.com