
2021

Jinko Solar Partner Code of Conduct Year 2021 Editi

2.

GENERAL OBLIGATIONS

JKS expects all its Partners to use professional, honest, and ethical judgment in discharging their responsibilities.

The duty of care you owe to JKS requires you, to exercise your duties in good faith and in an honest manner. Your duty of loyalty to JKS requires you to avoid self-dealing(s) and/or conflicts of interest(s).

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We expect that our Partners conduct their activities taking into account the social responsibilities toward its own employees and society, observing the principles and rights set forth in the [Ten Principles of the United Nations Global Compact](#).

[1](#) [14](#) [132](#) [138](#)

It is vital that our Partners adhere very carefully to the [U.N. Universal Declaration of Human Rights](#), [ILO Conventions 1, 14, 132, 138](#) and similar standards (unless superseded by local law), to ensure that human rights and the dignity of the individual are respected at all times.

[87](#) [29](#) [105](#) [138](#) [182](#) [146](#)
[111](#)

These important standards include principles concerning child labor (ILO Conventions [138](#) and [182](#) and [Recommendation 146](#)), forced labor (ILO Conventions [29](#) and [105](#)), freedom of movement, freedom of association (ILO Convention [87](#)), anti-slavery, human trafficking, non-discrimination (ILO Convention [111](#)), non-harassment, non-retaliation, the prohibition against corporal punishment, employment terms and conditions, and the right to a safe, healthy, and clean working environment for all employees, contractors, sub-contractors, and others.

As set forth in the conventions listed above, forced, bonded (including debt bondage) or indentured labor, prison labor, slavery or trafficking of persons is not permitted. This prohibition includes transporting, harboring, recruiting, transferring, or receiving persons by means of threat, force, coercion, abduction or fraud for labor or services. Your obligations as a JKS partner include, but are not limited to:

Not imposing unreasonable restrictions on workers' freedom of movement in the facility. This includes unreasonable restrictions on entering or exiting company-provided facilities including, if applicable, workers' dormitories or living quarters.

Providing all workers with a written employment agreement in their native language that contains a description of terms and conditions of employment.

5.

BUSINESS INTEGRITY

Partner' business activities shall comply with applicable laws and regulations in the countries and jurisdictions in which they operate.

In countries where common practices are less restrictive than JKS's ethical standards, Partners must follow the latter.

Because it is JKS's policy to comply at all times with all applicable laws, if such a law now imposes, or later imposes, a legal obligation on JKS that conflicts with any provision of this Code, the Code is superseded for that purpose.

(FCPA)

Partners are required to comply with, but not limited to, the applicable competition and anti-corruption laws (including but not limited to the Anti-Unfair Competition Law of the People's Republic of China, the Foreign Corrupt Practices Act (FCPA), the UK Bribery Act and the German Law on Fighting Corruption).

5.1.

Anti-Corruption

As a governing principle, JKS does not permit the giving or receiving of payments, gifts, or anything of value, of any kind, to or from anyone in return for any improper, illegal, or unfair business advantage.

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Anti-corruption laws prohibit payments made corruptly to influence any act or decision of a government official (including a decision not to act), or to induce an official to use his or her influence to affect a government act or decision so as to assist JKS in obtaining or retaining business, directing business to any person, or enabling JKS to conduct business generally. Prohibited "things of value" can include not only cash, but also gifts, meals, entertainment, or travel of any value given with the intention to influence that persons behaviour and obtain an improper advantage in the conduct of business, without first receiving advance, written review and approval from JKS. Even a token payment or "gift" to a government official in any position within a foreign government may be considered a violation of anti-corruption laws. Additionally, anti-corruption laws define "government official" broadly to include all employees at any level of any governmental ministry, bureau, office, department or agency, as well as all employees of companies that are wholly or sometimes even just partially owned or controlled by a government.

In addition to prohibiting improper payments to government officials directly, anti-corruption laws prohibit payments, authorizations, promises or offers to any intermediary if it is known, or reasonably should have been known, that any portion of that payment will be passed along to a government official, political party, or candidate for furtherance of a purpose prohibited under anti-corruption laws. Indirect payments, including those to agents or third parties, with the knowledge or awareness of a high probability that at least a portion of the payment will be given to a government official for an illegal purpose are strictly prohibited by JKS.

Penalties for violation of anti-corruption laws can be severe, including imprisonment.

Because of anti-corruption laws' prohibition against indirect corrupt payments made through intermediaries, JKS's policy of complying fully with Q -corruption laws extends to all operations of JKS and applies to all officers, managers, full and part time employees as well as its Partners and anyone who conducts business on behalf of JKS or in furtherance of its interests.

8.5

Any Partner, or the employee, director or stakeholder of the Partner shall also not offer, promise, give, or approve any payment to any employee, director or stakeholder of JKS or those of any other enterprise or company in connection with the business of JKS. You should immediately report any request, extort, solicit or acceptance of a bribe from or to any employee, director or stakeholder of JKS through the reporting mechanisms set forth in Section 8.5.

Any Partner involved in violations of anti-corruption laws, anti-bribery laws, or

The Office of Foreign Assets Control of the U.S. Department of the Treasury (OFAC) administers and enforces [economic sanctions](#) against targeted foreign countries, governments, regimes, terrorists and terrorist organizations, narcotic traffickers and those engaged in activities related to the proliferation of weapons of mass destruction.

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Economic sanctions are designed to deprive the target of the use of its assets by freezing or "blocking" any property subject to the jurisdiction of the United States in which the target has an interest, and by denying the target access to the U.S. financial system and the benefits of trade, transactions and services, including financial services, involving U.S. markets, businesses and individuals.

OFAC

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OFAC also maintains a list of entities and individuals that have been determined to be involved in the proliferation of weapons of mass destruction. (b) (3)(d)-04B004C183veebenetpechtsyid076NLOJp

Accordingly, it is the responsibility of every JKS Partner to adopt and cultivate a policy of integrity and compliance, grounded on the notions of self-policing and self-reporting.

8.1.
Compliance

You are expected to become familiar with, understand, and comply with the requirements of this Code and all relevant policies of JKS.

All Partners are obliged to make contractual arrangements to also ensure all their subcontractors comply with the standards and rules set out in this Code.

8.2.
Internal Audits and Investigations

8.3.

Disciplinary Action

Partners must ensure that this Code is enforced through appropriate disciplinary measures. Any Partner violating this Code, any other JKS policy, or applicable laws shall be subject to discipline, up to and including suspension or termination of a business relationship.

JKS may refer for criminal prosecution any Partner or former Partner who has violated applicable laws and regulations.

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JKS may institute a civil action in response to such violations to, among other things,

8.6.

Revisions to the Code

JKS may revise or supplement this Code at any time. JKS will distribute promptly any such modification, and at that time you will be required to sign a new Acknowledgement to reaffirm your agreement to adhere to the latest version of the Code.

YOU HAVE A CONTINUING OBLIGATION TO FAMILIARIZE YOURSELF WITH ANY SUCH REVISIONS AND TO ENSURE THAT YOU COMPLY WITH ALL LAWS AND WITH THIS CODE.

9.

Language

This Code is made in both Chinese and English. In case of any inconsistency, the Chinese version shall prevail.

ACKNOWLEDGEMENT OF RECEIPT OF PARTNER CODE OF CONDUCT

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The undersigned hereby acknowledges receipt of the Jinko Solar Partner Code of Conduct (the "Code") that applies to service providers, customers, distributors, suppliers of goods, consultants, independent contractors and any other partners ("Partners") of Jinko Solar Co., Ltd. and its affiliates (collectively "JKS").

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The undersigned understands that compliance with this Code and all relevant policies of JKS is a condition of its cooperation with JKS.

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The undersigned understands that JKS expects the highest degree of business ethics and integrity in connection with its provision of merchandise or service.

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The undersigned understands that JKS requires that the undersigned keeps confidential all information obtained in its capacity as a Partner of JKS.

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THE UNDERSIGNED HAS READ AND UNDERSTANDS THE TERMS OF THE ABOVE AND BY THE SIGNATURE BELOW AGREES TO COMPLY WITH SUCH TERMS. THE UNDERSIGNED CERTIFIES THAT THE UNDERSIGNED HAS ALL NECESSARY AUTHORITY TO SIGN THIS ACKNOWLEDGEMENT ON BEHALF OF THE COMPANY.

For and on behalf of

[REDACTED]

[please insert name of Partner]

Company Seal

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Signature:

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Name:

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Title: