
晶科能源合作伙伴行为准则 (2021年版本)

Jinko Solar Partner Code of Conduct (Year 2021 Edition)

1. 简介 INTRODUCTION

1.1. 适用性 Applicability

本合作伙伴行为准则 (“行为准则”) 适用于晶科能源有限公司及其关联方 (统称为“晶科能源”) 的服务提供商、经销商、供货商、客户、顾问、独立承包商和其他合作伙伴 (“合作伙伴”)。

This Partner Code of Conduct (“Code”) applies to service providers, distributors, suppliers of goods, customers, consultants, independent contractors and any other partners (“Partners”) for Jinko Solar Co., Ltd. and its affiliates (collectively “JKS”).

1.2. 目的和承诺 Purpose and Commitment

道德和法律行为准则是我们业务活动以及保证我们在经营活动的各个层面都遵守一切适用法律的重要组成部分。我们恪守最高道德标准, 也希望合作伙伴以这些标准作为贵我双方开展交易的基石, 并将其视为保持长久业务关系的一项重要重要的判别标准。

Ethical and lawful conduct is integral to how we do business and we comply with all applicable laws in all facets of our operations. We adhere to the highest ethical standards and we expect our Partners to use these principles as a basis in our mutual dealings and regard them as important criteria for lasting business relationships.

身为晶科能源合作伙伴, 贵公司行为应符合道德与诚信要求, 遵守一切适用法律和法规, 否则将面临各种处罚, 包括承担与晶科能源业务关系终止的后果。本行为规则与适用法律和法规不一致时, 合作伙伴应遵守更高标准的要求。

Accordingly, as a JKS Partner you are expected to behave ethically and with integrity, and to comply with all applicable laws and regulations. Failure to do so will result in disciplinary action, including possible termination of your business relationships with JKS. If there is a difference between the terms of this Code and the applicable local laws and standards, Partner must adhere to the higher requirements.

请仔细阅读本行为准则, 并按照指示签署随附的确认书。如有任何疑问, 或者在签署确认书之前或将来需要澄清说明, 请联系晶科能源。

Please read this Code carefully and sign the attached Acknowledgement where indicated. If you have any questions, or if you need clarification either before you sign the Acknowledgement or in the future, please contact JKS.

2. 一般义务

GENERAL OBLIGATIONS

晶科能源希望所有合作伙伴在履行责任时秉持专业、诚实和道德的精神。

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

根据您应向晶科能源承担的审慎义务，您应本着诚信的方式履行职责。您对晶科能源的忠诚义务则要求您避免自利交易和/或利益冲突。

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).

晶科能源对涉及欺诈、腐败、欺骗或不诚实、不正当竞争、虚假陈述，和/或可能损害晶科能源诚信的任何不当行为采取“零容忍”政策。我们将终止与采取该等不当行为的合作伙伴的合作。

JKS observes a “zero tolerance” policy with respect to misconduct that involves fraud, corruption, deceit or dishonesty, unfair competition, false representations, and/or any behavior that could affect the integrity of JKS. Any Partner who engages in any such misconduct will be terminated.

晶科能源主张公平竞争。我们希望我们的合作伙伴不从事反竞争活动，也不参与反竞争的协议或商业实践或行为。

JKS believes in competing fairly. We expect our Partners not to engage in, nor be a party to, agreements, business practices or conduct that are anti-competitive.

合作伙伴不应当就与晶科能源相关的交易做任何虚假陈述，包括但不限于，口头虚假陈述或推销或使用虚假文件，如虚假客户订单、伪造合同或其他虚假或不准确的记录等。

Partners must not make any false representations in connection with any JKS transaction including, but not limited to, oral misrepresentations of fact or the promotion or utilization of false documentation such as non-genuine customer purchase orders, fraudulent or forged contracts or any other false or inaccurate records.

3. 社会责任

SOCIAL RESPONSIBILITY

我们希望合作伙伴在开展经营活动时考虑对其自身员工和社会应承担的社会责任，并遵守[《联合国全球契约十项原则》](#)中所列的原则和权利。

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](#).

合作伙伴认真遵守联合国[《世界人权宣言》](#)、[《国际劳工组织公约》](#)第1、14、132和138号规定及类似标准（除非替代适用本地法律），以确保始终遵守个人的人权和尊严，这一点至关重要。

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.

这些重要的标准包括与童工（见国际劳工组织公约第138和182号规定及146号建议条款）、强迫劳动（见国际劳工组织公约第29和105号规定）、行动自由、结社自由（见国际劳工组织公约第87号规定）、奴役、贩卖人口、无歧视（见国际劳工组织公约第111号规定）、无骚扰、无报复、禁止体罚、雇用条款和条件，及为所有雇员、承包商、分包商及其他人有权获得一个安全、健康和洁净的工作环境等相关的原则。

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.

如这些标准所规定的，不得雇佣被强迫、受约束（包括债务约束）或签订放弃人身自由契约的劳工、非自愿或剥削性质的狱中劳工、奴隶或贩卖人口。这包括不得以威胁、暴力、胁迫、诱拐或欺诈等手段运输、窝藏、招聘、转移或接收人员。合作伙伴需要遵守下面的约定：

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:

对于工人在工厂内的行动自由及进出公司提供的工人宿舍或生活区等场所（若适用），不应设立不合理的限制。

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.

作为雇佣流程的一部分，必须以工人的母语向所有工人提供书面的雇佣协议，其中包括对雇佣的条款和条件的说明。

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

外籍劳工必须在离开原籍国之前收到雇佣协议，并且在其到达接收国后，雇佣协议中不允许有替代或变更，除非这些变更是为了符合当地法律并提供平等或更好的条款。所有工作均须出于自愿，工人可自由地随时离职或终止其雇佣关系，如按照工人合同给予合理通知，则不必支付任何罚款。

Providing foreign migrant workers an employment agreement prior to the worker departing from his or her country of origin and not making changes to the employment agreement upon arrival in the receiving country unless these changes are made to meet local law and provide equal or better terms. Allowing workers to leave work at any time or terminate their employment without penalty if reasonable notice is given.

不得持有或以其他方式销毁、隐藏或没收身份证或移民文件，例如，政府签发的身份证明、护照或工作许可。只有法律要求时，雇主才可持有此类文件。在这种情况下，任何时候都不得拒绝工人查阅其文件。

Not holding or otherwise destroying, concealing, or confiscating identity or immigration documents, such as government-issued identification, passports, or work permits. If holding documentation is required by law, workers must be allowed to access their documents.

工人无需为其受雇支付招聘费或其他相关费用。如果发现工人支付过任何上述费用，应将该费用返还给工人。

Not requiring workers to pay recruitment fees or other related fees for their employment. If any such fees are found to have been paid by workers, to anyone, such fees shall be repaid to the worker.

此外，合作伙伴还需制定至少符合适用法律规定的合法、合理的报酬和福利制度。

In addition, legal and fair compensation and benefit frameworks are required which at a minimum meet governing laws.

4. 环境保护

ENVIRONMENT PROTECTION

作为晶科能源的合作伙伴，您应始终执行统一的环境保护管理方案，遵守环境标准，持续减少资源能源消耗和对环境的影响。

As a Partner of JKS you shall at all times, implement a consistent environmental protection management program and comply with environmental standards to continuously minimize resource consumption and environmental impact.

晶科能源希望您能为降低大气（包括温室气体）排放、减排污水节约用水、实施可持续资源、回收和管理工艺付出努力。

JKS expects specific efforts on the reduction of air emissions (including greenhouse gas), waste and water use reduction, implementation of sustainable resources, recovery and management processes.

5. 商业诚信 BUSINESS INTEGRITY

合作伙伴开展商业活动应遵守经营所在国家和法域的适用法律法规。

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

有些国家的惯常做法的严格程度逊于晶科能源执行的道德标准，合作伙伴必须执行晶科能源采用的道德标准。

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

始终遵守一切适用法律是晶科能源的政策，如某个适用法律现在或以后要求晶科能源承担的法律义务与本行为准则相冲突，则以该法律规定为准。

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.

合作伙伴必须遵守适用的竞争法和反腐败法，包括但不限于《中华人民共和国反不正当竞争法》、《美国反海外腐败法》(FCPA)、《英国反贿赂法》和《德国反腐败法》。

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. 反腐败 Anti-Corruption

作为指导原则，以任何方式向任何人提供或者从任何人处收受任何类型的金钱、礼品或者有价物以换取不正当的、非法的或者不公平的商业优势的行为，晶科能源均不允许。

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.

晶科能源全面遵守[《中华人民共和国反不正当竞争法》](#)、[《1977年反海外腐败法》](#)(FCPA)、[《英国反贿赂法》](#)、[《德国反腐败法》](#)及晶科能源开展经营活动的、禁止向政府官员支付贿赂或任何“有价物”的国家的所有反腐败法律。

JKS complies fully with [the Anti-Unfair Competition Law](#) of the People's Republic of China, [the Foreign Corrupt Practices Act of 1977](#) (FCPA), the [UK Bribery Act](#), the [German Law on Fighting Corruption](#), and all anti-corruption laws in the countries in which JKS operates which prohibit offering or paying bribes or any "thing of value" to a government official.

反腐败法禁止向政府官员支付款项，从而对其行为或决定（包括不作为的决定）施加影响，或诱使官员利用其影响，对政府的行为或决定施加影响，以协助晶科能源获得或保有业务、将业务引介给任何人或使晶科能源开展一般性业务。禁止提供的“有价值”不仅包括现金，也包括未经晶科能源事先书面审查和批准提供的、旨在对政府行为或决定施加影响或在商业活动中不当获益、涉及一定金额的礼物、餐饮、娱乐或旅行等项目。即使是向在外国政府中担任任何职位的政府官员提供象征性付款或“礼物”，也有可能被认为违反了反腐败法。此外，反腐败法对“政府官员”的定义比较宽泛，包括任何政府部委、司局、办公室、部门或机构中任何级别的任何雇员，以及由政府全部（有时甚至是部分）拥有或控制的企业的所有雇员。

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.

除禁止直接向政府官员提供不当付款外，反腐败法还禁止在知道或理应知道相关付款的任何部分将转给政府官员、政党或政治候选人，为达成反腐败法所禁止之目的，向任何中介机构提供付款、授权、承诺或要约。晶科能源严格禁止在知道或觉察该付款中至少有一部分极可能为了非法目的而提供给政府官员的情况下，支付该等间接款项（包括提供给代理人或第三方的付款）。

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.

对违反反腐败法的惩罚措施会非常严厉，包括监禁。

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

由于反腐败法禁止通过中介机构间接支付腐败款项，晶科能源要求全面遵守反腐败法的政策延伸适用于晶科能源的所有经营活动，并适用于所有管理职员、经理、全职和兼职雇员、晶科能源的合作伙伴及代表晶科能源或为促进其利益开展业务的任何人。

Because of anti-corruption laws' prohibition against indirect corrupt payments made through intermediaries, JKS's policy of complying fully with anti-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.

任何合作伙伴，或其员工、董事或股东均不得提供、保证、赠与或批准向晶科能源或其他任何企业、公司的员工、董事或股东就与晶科能源业务有关的事务进行支付。当发生晶科能源的员工、董事或股东向合作伙伴要求、敲诈、索取或从合作伙伴处接受贿赂，或接受该等要求、敲诈、索取或贿赂的情况，贵方应立即通过第8.5条所述的举报机制进行报告。

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.

当合作伙伴为晶科能源提供商品、服务或代表晶科能源时涉及反腐败、反贿赂法规或反商业贿赂法规的违法情况时，该合作伙伴需承担合同规定下的违约责任，并且可能被终止业务关系。当晶科能源有理由相信合作伙伴从事了政府官员腐败行为或商业贿赂不当行为，即使该行为并未涉及晶科能源，晶科能源仍保留一切权利立即终止与该合作伙伴的业务关系。

Any Partner involved in violations of anti-corruption laws, anti-bribery laws, or commercial bribery rules and regulations during its provision of merchandise or services, acting for or on behalf of JKS will be subject to contractual remedies and, where appropriate, termination of the business relationship. JKS reserves the rights to terminate the business relationship with an intermediary if JKS has reason to believe the intermediary has engaged in official corruption or commercial bribery misconducts even if it does not directly involve JKS.

若任何合作伙伴、雇员、董事或股东认为违反官方反腐败或商业贿赂法的行为已经、正在或计划将要实施，必须立即通过第8.5条所述的举报机制进行报告。

Any Partner, employee, director or stakeholder who believes that a violation of official corruption or commercial bribery rules has been committed, is being committed, or is being planned must report the matter immediately through the reporting mechanisms set forth in Section 8.5.

5.2. 受美国经济制裁的活动

Activities Governed by U.S. Economic Sanctions

美国财政部海外资产控制办公室(OFAC)针对一些外国国家、政府、政权、恐怖分子和恐怖组织、毒贩，以及从事大规模杀伤性武器扩散相关活动者，实施、执行一系列[经济制裁措施](#)。

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.

经济制裁措施旨在通过冻结或者“阻断”制裁目标在美国司法管辖区内享有利益的任何资产，并使制裁目标无法利用美国金融系统，享受涉及美国市场、企业和个人的贸易、交易和服务利益（包括金融服务），令制裁目标无法使用其资产。

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还制定了一份清单（称“指定制裁名单”），明确指出了的一系列作为经济制裁对象的组织和个人，或者为制裁对象开展活动或担任制裁对象代表的组织和个人（称“指定制裁对象”）。OFAC also maintains a list of entities and individuals that have been specially designated (referred to as “specially designated nationals” or “SDNs”) as a target of economic sanctions or as acting for or on behalf of a sanctions target (the “SDN list”).

OFAC的执法指引，以及有关OFAC执行的各项经济制裁措施的额外信息，包括指定制裁名单，均可在OFAC网站(<http://www.treas.gov/ofac>)获得。在开展任何交易，向任何OFAC制裁国提供任何服务或出口任何商品之前，必须查询OFAC网站，了解针对具体国家的具体要求。OFAC’s Enforcement Guidelines and additional information about each economic sanction program administered by OFAC, including SDNs list, is available on OFAC’s website at <http://www.treas.gov/ofac>. Before conducting any transaction, providing any service or exporting any goods to any OFAC-sanctioned country, the OFAC website should be consulted for specific country requirements.

晶科能源要求全面遵守以上要求，并要求合作伙伴阅读并理解此项制度。

It is JKS’s policy that it be in full compliance with these requirements and that Partners have read and understand this policy.

6. 保密，知识产权及个人数据保护

CONFIDENTIALITY, INTELLECTUAL PROPERTY & DATA PRIVACY

合作伙伴应妥善保护晶科能源信息，具体措施有安全保管、限制接触、公共场合避免讨论、披露该等信息等等，并在接到任何补充书面指令或达成其他协议后，执行补充指令和其他协议的要求。在合作伙伴与晶科能源业务关系结束之后，此项要求仍然适用。保密协议不受影响。

Subject to any additional written instruction or agreement, Partners shall safeguard JKS’s information by keeping it secure, limiting access, and avoiding discussing or revealing

such information in public places. These requirements extend even after the conclusion of a Partner's business relationship with JKS. Specific NDAs remain unaffected.

合作伙伴应尊重并保护晶科能源的知识产权及保密信息，确保前述信息仅在授权范围内使用。任何未经授权使用晶科能源品牌、商标或企业标识的行为，一经发现，合作伙伴应立即通知晶科能源。

Partners shall protect and respect the intellectual property and confidential information of JKS and third parties and ensure that the intellectual property and confidential information of JKS or third parties is used solely as explicitly permitted. Partners must notify JKS if they become aware of any unauthorized use of the JKS brands, trademarks or logos by a third party.

合作伙伴收集、处理、披露或储存个人信息应仅用于合法的商业目的，并确保在收集、处理或向第三方转移该个人信息前已取得有效授权或许可。

Partner shall only collect, process, disclose or store personal data if it has a legitimate business purpose, and ensure that necessary agreements are in place before collecting, processing or transferring personal data to third parties.

7. 媒体询问

MEDIA INQUIRIES

合作伙伴可能会时不时接到记者或其他媒体人士的询问。为确保晶科能源对外发声一致，提供最为准确的业务相关信息，任何合作伙伴均须将所有媒体询问转至晶科能源公共关系部。

From time to time, Partner may be approached by reporters or other media representatives. To ensure that JKS speaks with one voice and provides accurate information regarding its business, any Partner must direct all media inquiries to JKS's public relations department.

未经晶科能源公共关系部明确书面同意，任何合作伙伴均不得与任何记者或其他媒体人士谈及晶科能源相关事务。

Partners are not permitted to discuss matters involving JKS with any reporters or other media representatives without the express written consent of the JKS public relations department.

8. 晶科能源合规制度的执行

ENFORCEMENT OF JKS'S COMPLIANCE POLICIES

本行为准则内容的基础是晶科能源核心价值观、追求最佳商业方式的承诺以及适用法律法规，但本行为准则本身并不能保证行为准则得到遵守。

This Code is based on JKS's core values, its commitment to best business practices, and applicable laws and regulations. Its existence does not, of course, ensure compliance.

相应地，每个晶科能源合作伙伴都有责任基于自我审查、自我负责的理念，实施、培养诚信、合规的制度。

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. 遵守规定 Compliance

贵方应当熟悉、理解并遵守本行为准则以及晶科能源所有相关制度的各项要求。

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

所有合作伙伴均有义务通过合同安排确保其承包商同样遵守本行为准则所述标准和规则。

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. 内部审计与调查 Internal Audits and Investigations

若接到关于违反本行为准则的举报，晶科能源将自行决定根据法律规定，或以商业上最佳的方式，采取及时、适当措施。

When an alleged violation of this Code is reported, JKS will – at its own discretion - take prompt and appropriate action in accordance with the law and otherwise consistent with best business practices.

合作伙伴应与开展内部调查、审计、征询或其他审查工作的晶科能源内外部代表充分合作。

Partners are expected to cooperate fully with JKS representatives, both internal and external, who are conducting an internal investigation, audit, inquiry, or other review.

8.3 晶科监督和审计 JKS Monitoring and Audits

晶科能源将持续通过供应商管理项目检查供应商是否遵守本制度。供应商管理项目将包括填写供应商尽职调查问卷和持续的监督。晶科能源保留阶段性向供应商要求文件和证据以证明遵守该制度的权利，若晶科能源提出相关要求，供应商应配合并协调。

JKS will test the alignment of supplier policies and practices with this Code through its supplier management program which includes a supplier due diligence questionnaire and ongoing supplier monitoring. JKS reserves the right to periodically request documentation and evidence that demonstrates alignment with this Code and suppliers agree to coordinate and cooperate to meet JKS's request.

8.3. 处罚措施 Disciplinary Action

合作伙伴必须确保通过合适的纪律措施执行本行为准则。若任何合作伙伴违反本行为准则、任何其他晶科能源制度或者相关法律，均应接受处罚，情节严重的予以暂停甚至终止商业合作关系。

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.

对于违反适用法律法规的任何合作伙伴或前合作伙伴，晶科能源可提请追究刑事责任。JKS may refer for criminal prosecution any Partner or former Partner who has violated applicable laws and regulations.

针对上述各项违规行为，晶科能源可通过民事诉讼等手段，执行其合法且公平的权利，要求恢复原状，获得付款和/或主张赔偿。

JKS may institute a civil action in response to such violations to, among other things, enforce its legal and equitable rights, and to obtain restitution, contribution, and/or damages.

8.4. 禁止报复 Non-Retaliation

若合作伙伴或晶科能源雇员就违反本行为准则的行为提出举报，其他合作伙伴不得直接或间接报复，也不得鼓励其他人报复。若认为已有报复行为，应立即按第8.5条所述机制进行举报。若针对违反本行为准则的行为或者任何其他非法或不道德行为提出善意举报的，晶科能源禁止任何报复。

Partners may not retaliate, directly or indirectly, or encourage others to do so, against any other Partner or JKS employee who reports a violation of this Code. If you believe that retaliation has occurred, you should immediately report the conduct consistent with the mechanisms set forth in Section 8.5. JKS will not permit retaliation of any kind against good faith related to violations to this Code or other illegal or unethical conduct.

8.5. 举报机制 Reporting Mechanisms

对于违反本行为准则或者任何适用法律法规的一切实情或者嫌疑，您均有义务举报，必须向晶科能源披露所有该等情况。

You have a duty to report all suspected or actual violations of the Code, or of any applicable laws and regulations. You must make all such disclosures to JKS.

若希望匿名举报，可将有关违规嫌疑的情况或者其他投诉或涉及的问题报至：compliance@jinkosolar.com。

If you wish to report any such matter anonymously, you may do so by submitting a report of the suspected violation or other complaint or concern to: compliance@jinkosolar.com.

8.6. 本行为准则的修订
Revisions to the Code

晶科能源可随时修订或补充本行为准则。若有该等调整，晶科能源将及时告知，而届时您将签署一份新的确认书，重申确认遵守行为准则的最新版本。

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.

熟悉该等修改内容，并确保遵守法律及本行为准则规定为合作伙伴的持续义务。

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. 语言
Language

本行为准则以中文与英文制备，若中英文不一致的，以中文为准。

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

合作伙伴行为准则收悉确认函

ACKNOWLEDGEMENT OF RECEIPT OF PARTNER CODE OF CONDUCT

本人/本公司特此确认收悉《晶科能源合作伙伴行为准则》（“行为准则”），准则适用于晶科能源有限公司及其关联方（统称为“晶科能源”）的服务提供商、客户、经销商、供货商、顾问、独立承包商和其他合作伙伴（“合作伙伴”）。

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”).

本人/本公司理解遵守本行为准则以及晶科能源的所有相关制度是本人/本公司继续与晶科能源合作的前提条件。

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

本人/本公司理解晶科能源要求在提供商品或服务的过程中达到最高的商业道德和诚信水平。

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

本人/本公司理解晶科能源要求本人/本公司将本人/本公司以晶科能源合作伙伴的身份取得的所有信息保密。

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

本人/本公司认可晶科能源无法穷尽每一项可能违反本行为准则的行为，对于晶科能源认为不适当的任何行为，晶科能源均保留给予处罚的权利。

The undersigned acknowledges that it is impossible for JKS to identify and list every possible action that may violate this Code and that JKS reserves the right to impose discipline for any conduct it deems inappropriate.

本人/本公司支持晶科能源要求的该等专业标准，并将遵从（并确保我方雇员和供应商遵从）该等专业标准。

The undersigned supports these professional standards for JKS and will act (and ensure its employees and suppliers act) in accordance with them.

本人/本公司理解并且同意，若出现其他或者新情况，要求实施披露，本人/本公司将根据准则第8.5条书面披露。

The undersigned understands and agrees that if additional or new circumstances arise that require disclosure the undersigned will disclose such matters in writing pursuant to Section 8.5 of the Code.

本人/本公司业已阅读并理解上述条件，并签字同意遵守。特此申明，本人具备代表公司签署本确认函的一切必要授权。

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.

为且代表：

For and on behalf of

[请加入合作伙伴名字]

[please insert name of Partner]

公章

Company Seal

签名：

Signature:

姓名：

Name:

职位：

Title: