

APTIV

SUPPLIER CODE OF CONDUCT

Aptiv is committed to integrity in business and expects its suppliers to have these same values. By agreeing to this Supplier Code of Conduct, suppliers agree to the following:

1. Other Agreements with Aptiv

This Supplier Code of Conduct supplements Aptiv's Terms and Conditions of Purchase and other agreements with Aptiv, but is not meant to supersede them. In the event of conflict between the terms of this Code and other agreements with Aptiv, such other agreements prevail.

2. Applicable Laws, Regulations, and Policies

In general, suppliers are expected to comply with all the laws, regulations, and Aptiv policies that apply to their line of business, wherever business is conducted.

3. Human Rights

Suppliers agree to comply with applicable human rights laws, including those relating to slavery and human trafficking, in all business locations. Further, neither suppliers nor their suppliers will use or tolerate forced or involuntary labor, including slavery and human trafficking, or any type of child labor that falls to comply with the International Labour Organization's Conventions 182 (prohibiting the worst forms of child labor) and 138 (setting minimum working age standards). Suppliers agree not to charge their employees excessive fees related to recruitment, accommodations, or travel (particularly related to trans-border migration). Suppliers agree not to confiscate their employees' Identity documents or passports. Suppliers shall protect the freedom of association and right of collective bargaining to all its employees to the extent permitted by local laws of the country.

4. Labor Practices

When hiring, suppliers agree to recruit, select, and develop employees based on merit, without regard to race, color, religion, gender, age, national origin, sexual orientation, gender identity, marital status, veteran status, disability or any other characteristic protected by law. Suppliers will respect local laws on minimum wages, work hours, and working conditions, and will provide their work force with reasonable periods of rest and leave for illnesses and emergencies.

5. Support a Safe and Healthy Workplace

The health and safety of its employees is an Aptiv core value, and that value extends to the employees of its suppliers. Thus, suppliers agree to follow all applicable health and safety laws, regulations, and policies at all of their work locations. Suppliers agree to have zero tolerance for violence or weapons in the workplace, and to prohibit any worker from working under the influence of alcohol, drugs or medication that may diminish an employee's ability to perform his/her job safely. There should be no harsh or inhumane treatment of employees of any kind, including but not limited to corporal punishment, mental or physical coercion, verbal abuse, sexual abuse, or the threat thereof.

6. Avoid Conflicts of Interest

Suppliers will not, without proper disclosure and authorization from Aptiv, allow Aptiv employees to accept personal services, payments or loans, or knowingly allow an Aptiv employee's close family member to work for the supplier in a capacity that may affect the Aptiv employee's decisions at Aptiv. In addition, suppliers agree not to provide confidential information regarding their company to Aptiv employees, unless with proper prior approvals by both the supplier and Aptiv.

7. Avoid Improper Gifts and Gratuities

All Aptiv employees must abide by a Gift and Entertainment Policy. If a supplier ever provides gifts or gratuities to Aptiv employees, they must never be in cash (or cash equivalents), must not have a value that exceeds US\$50 (or such other amount as updated from time to time or that is approved by Aptiv at the location where there is business with Aptiv), and must be infrequent. Business-related entertainment or social contact may be appropriate only if it is infrequent and not lavish. Finally, employees in Aptiv's Supply Chain Management organization may be subject to stricter standards and suppliers agree to ask about such standards prior to making any gifts or providing entertainment to members of that organization.

8. Compete Fairly

Everyone benefits from fair, free and open markets, and Aptiv works to outperform its competition fairly and honestly. Suppliers agree to compete strictly on the merits of their products and services and make no attempts to restrain or limit trade in violation of applicable antitrust or competition laws.

9. Comply with Trade Restrictions & Controls

Suppliers agree to comply with the applicable legal licensing requirements and restrictions on exports and trade dealings, including bans on exports to a prohibited country, bans on imports from, or dealings in property originating in, a sanctioned country, travel to or from a sanctioned country, investments in a sanctioned country, or financial transactions and dealings involving a sanctioned country or designated individuals and entities. In addition, suppliers agree to the responsible sourcing of raw materials and agree to comply with regulations that may apply to their business regarding the exploitation and trade of minerals originating in conflict affected and high risk areas such as the Democratic Republic of the Congo and adjoining countries.

10. Respect and Protect the Environment

Suppliers agree to join Aptiv in our dedication to the protection of human health, natural resources and the global environment, not only by complying with the law, but also by integrating sound environmental practices into their business decisions. Supplier's systems should tend to restore and preserve the environment, reduce waste, greenhouse gas emissions and pollutants, conserve natural resources, and recycle materials at every stage of the product life cycle. Suppliers agree to support the elimination of materials and methods that pose environmental and health risks (or hazards) and agree to work to minimize the impact of their operations and that of their suppliers on the environment. Also, supplier management systems should continually assess and seek to reduce the adverse impact of their facilities and products on the environment and on the communities in which their company operates.

11. Data Processing

As between Suppliers and Aptiv, unless otherwise agreed, Aptiv is the controller of any relevant personal data and Supplier processes such personal data on Aptiv's behalf.

Aptiv and Supplier shall be separately responsible for complying with those statutory data protection obligations applicable to them. If and to the extent Supplier is required to process personal data while supplying the goods or services, it acknowledges and agrees that it shall:

- (a) process the personal data only on the documented written instructions from Aptiv;
- (b) ensure that persons authorized to process the personal data have committed themselves to confidentiality;
- (c) implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk of the processing;
- (d) only engage sub-processors with the specific or general authorization of Aptiv in which case Supplier shall engage such sub-processors under substantively similar terms to those set out in this Clause 11;
- (e) put in place appropriate technical and organizational measures to assist Aptiv to respond to requests from data subjects;
- (f) assist Aptiv in complying with Aptiv's obligations in relation to, as applicable, data protection impact assessments, data breach notifications to relevant supervisory authorities and any related communications to data subjects;
- (g) at the choice of Aptiv, delete or return all the personal data to Aptiv after the end of the provision of processing services, unless required by law to store copies of the personal data;
- (h) make available to Aptiv all information necessary to demonstrate compliance with its obligations under relevant data protection legislation including allowing for and contributing to audits related to Supplier's processing of personal data; and
- (i) where required by Aptiv, enter into a binding written agreement to reflect and supplement the provisions in this Clause 11.

12. Anti-Bribery

Suppliers agree to comply with the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and other applicable anti-corruption laws wherever they do business. Neither suppliers nor any of their suppliers, subcontractors or agents will directly or indirectly provide or offer to provide, anything of value to or for the benefit of, any government official to obtain or retain any contract, business opportunity or other benefit, or to influence any act or decision of that person in his/her official capacity. Suppliers agree to have reasonable procedures to inform and train their employees so as to promote compliance with these laws.

13. Reporting Commitment

To ensure that Aptiv continuously applies our Code of Ethical Business Conduct and maintains the highest ethical standards, it encourages our employees and suppliers to report any activity of which they have knowledge that suggests a violation of the law, our Code of Ethical Business Conduct, or that is inconsistent with ethical business practices. Suppliers and their employees may report concerns or violations to any of the following, as appropriate:

- The Aptiv Buyer that is the primary contact
- The Aptiv Legal Staff for the region in which supplier is located
- The Aptiv DRIVE Line at <https://driveline.aptiv.com>. The Aptiv DRIVE Line is channel to notify the Company, on an anonymous basis if requested, and subject to local law, about concerns regarding ethics and compliance at Aptiv. It is operated by an independent company.

Please Note, We Do Not Retaliate. A supplier that in good faith raises a concern or reports misconduct is doing the right thing. Aptiv will not tolerate retaliation against that supplier.

Likewise, Aptiv expects suppliers to inform Aptiv in case of any violation of this supplier code of conduct relating to goods or services provided to Aptiv. This report can be made to any of the above resources.

14. Management Processes

Suppliers agree to have management processes that:

- (a) Ensure that management is accountable for compliance, perform audits to Aptiv's supplier code of conduct and agreements with Aptiv, and comply with laws and regulations that apply to their activities.
- (b) Require risk assessments and implement risk management systems to mitigate the environmental, health and safety, and labor practice risks related to their activities. Supplier shall provide supporting documentation when requested by Aptiv.
- (c) Ensure the integrity of financial reports and information in accordance with applicable generally accepted standards.
- (d) Provide for communication channels that allow employees to report concerns or unethical practices within the supplier organization.
- (e) Design and oversee policies for the ethical conduct of business within their organization, including without limitation for gifts and gratuities, conflicts of interest, policies against commercial bribery or bribery of government officials, respect of intellectual property, and others.
- (f) Cascade the requirements of this supplier code of conduct down to their suppliers, and require them to cascade down to their supply chain. Suppliers should apply the same obligations to the contractors working on their production sites, including labor agencies.
- (g) Promote the well-being of the communities in which business is done.

15. Right to Audit

Aptiv reserves the right to audit supplier premises to confirm compliance with this supplier code of conduct.

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Please print this page and complete the following information. Email a pdf file of only this page to troy.VegaSupPortalSpt@Aptiv.com

By signing below, supplier agrees that they have read the Supplier Code of Conduct and agree to abide by its terms.

Supplier Parent Company Name: (print) _____

Supplier Parent Company Ultimate DUNS number: _____

Company Representative Signature: _____

Company Representative Name: (print) _____

Date: (print) _____