

SUPPLIER CODE OF CONDUCT

This Code of Conduct sets the minimum expectations for suppliers on business ethics and integrity, human rights, working conditions and environmental responsibility, requiring compliance with applicable laws and Motherson standards.

Scope: Applies to all Motherson business partners across the supply chain including suppliers, consultants, vendors, dealers, contractors including their subcontractors and sub-suppliers.

Adopted by the Board of Directors of Samvardhana Motherson International Limited (formerly Motherson Sumi Systems Limited)

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1. GENERAL PART

Motherson Group combines the power of innovation and product quality to create products that cater to customer needs across diverse industries throughout the world. For the purposes of this Supplier Code of Conduct, “**Motherson Group**” or “**Motherson**” includes all the direct and indirect subsidiaries, associate companies, group companies, partnerships and joint ventures of Samvardhana Motherson International Limited (earlier known as Motherson Sumi Systems Limited).

Our supplier partners are critical to achieving the Motherson vision to be a globally preferred sustainable solutions provider. The Supplier Code of Conduct (“**Code**”), built on the fundamental principles of Motherson, provides the minimum expectation of companies we collaborate with and defines the requirements for our suppliers with regard to the relevant social and environmental aspects such as business ethics and integrity, human rights, working conditions and environmental responsibilities and protection.

This Code applies to all business partners of Motherson through the whole supply chain including, but not limited to suppliers, consultants, vendors, dealers or contractors referred to as “**Suppliers**” in the following parts of the Code. The Suppliers are expected to work with their subcontractors and sub-suppliers to comply with the Code.

The Suppliers must abide by all applicable local laws and regulations related to social, health and safety, business and environmental concerns. Motherson expects its Suppliers to follow the principles of the United Nations Global Compact in human rights, labor rights, environment and anti-corruption. The Supplier’s agreement to the Code serves as a binding basis for cooperations. In case of any violation of the Code, Motherson reserves the right to reconsider its business relationships with the Suppliers.

By incorporating this Code into the contractual relationship, the following regulations of this Code supplement the contractual relationship for the supply of goods and the provision of services between a direct Supplier and the respective purchasing Motherson company (“**Supply Agreement**”). The Suppliers undertake to ensure compliance with requirements relating to the environment, human rights and occupational health and safety as well as other binding requirements as the basis of the joint business relationship and also ensure their compliance along their supply chains in the provision of the contractually owed service (“**Motherson Standards**”)¹. Should the applicable law impose stricter legal requirements

¹ Detailed descriptions of the legal and Motherson-specific requirements can be found in **Appendix I** and under <https://www.motherson.com/company/group-policies>

than those set out in this Code, the stricter legal requirements have priority.

The Supplier code is not intended to conflict with or modify the terms and conditions of any existing contract between Motherson and the Supplier. In the event of any conflict the contractual terms would prevail. Motherson reserves the right to assess its Supplier compliance with this Supplier's Code, and any violation of this Supplier Code will jeopardize the Suppliers business relationship with Motherson up to and including termination.

2. OVERVIEW OF RELEVANT REQUIREMENTS AND PROHIBITIONS FOR THE SUPPLIER RELATIONSHIP

Supplier shall ensure it complies with the following requirements:

2.1. COMPLIANCE REQUIREMENTS AND BUSINESS ETHICS

- 2.1.1. **Compliance Management:** Establishment of processes to monitor compliance with and continuously review all applicable laws, sanctions, regulations and industry standards.
- 2.1.2. **Anti-Corruption:** Comply with all anti-bribery, anti-corruption and anti-money laundering laws and regulations wherever they apply. The Supplier is obliged not to tolerate any form of corruption (e.g. bribery, extortion), to prevent all forms of corruption by it and its employees, and to take action to remedy any corruption by Supplier or its employees of which Supplier becomes aware. In case of any concern identified, the issue must be immediately reported to Motherson.
- 2.1.3. **Prevention of Money Laundering:** The introduction of illegally acquired funds into the economic cycle shall be counteracted by suitable and appropriate measures.
- 2.1.4. **Gifts and Benefits:** No gifts or benefits will be accepted, requested or offered that might create a conflict of interest. These include, in particular, illegal donations, bribes, kickbacks or other unlawful payments (e.g. to expedite routine administrative matters) to Motherson employees, consultants, subcontractors or representatives, or government officials or other persons in business relationships. Suppliers must acknowledge that Motherson employees are prohibited from offering or accepting excessive gifts and hospitality. Any gifts or hospitality must comply with Motherson's Anti-Bribery, Gifts, Meals &

Entertainment Policy.

- 2.1.5. **Financial Responsibility:** Comply with the tax laws and regulations of any country in which it operates. Financial reports are expected to comply with applicable laws and standards, and accounting records are expected to conform to orderly accounting practices. Where tax laws do not give clear guidance, prudence and transparency shall be the guiding principle.
- 2.1.6. **Tax Honesty:** Taxes and duties incurred in the country of domicile or third countries shall be paid in accordance with the regulations and this shall be documented accordingly.
- 2.1.7. **Antitrust:** Business shall be conducted in a fair manner in accordance with all applicable laws and regulations relating to antitrust or competition law. Anticompetitive practices and collusive agreements in violation of competition law and antitrust law are prohibited. A potentially dominant market position shall not be exploited in an unlawful manner.
- 2.1.8. **Conflict of Interest:** Decisions shall be made solely on the basis of factual, business-related criteria that are not influenced by personal or financial interests or personal relationships. Internally and vis-à-vis Motherson, all conflicts of interest that could influence business relationships shall be avoided and/or disclosed. Even the appearance of such conflicts of interest shall be avoided.
- 2.1.9. **Industry Standards:** Supplier shall comply with all applicable industry standards.
- 2.1.10. **Export Control & Sanction Compliance:** Motherson requires its suppliers to have measures in place to ensure compliance with sanctions that are levied on other territories or industries that may apply to Suppliers business activities. Motherson requires its Suppliers to ensure that they are not conducting business with organizations, entities or individuals who are subject to sanctions (Restricted/ Denied Parties) Motherson expects its Suppliers to comply with all applicable international laws and regulations relating to export control. Supplier's must provide Motherson with up-to-date Export Control information about their products and services in order for Motherson and their business partners to comply with relevant international trade laws and regulations.
- 2.1.11. **Counterfeiting/Copying:** Introduction and implementation of appropriate

processes that reduce the risk of the use of counterfeit materials and minimize unlawful copying is necessary. These are intended to ensure that any counterfeit parts and materials are detected and excluded from the supplied product.

- 2.1.12. **Transparency:** The transparency necessary for the business relationship with Motherson with regard to the ownership structure, registrations, approvals and permits of the Supplier shall be ensured. Suppliers are expected to openly communicate with Motherson regarding their business activities, structure, financial situation and performance in accordance with applicable regulations and prevailing industry practices.
- 2.1.13. **Intellectual Property:** Supplier shall respect the intellectual property including, but not limited to, trade secrets, know-how, patents, trademarks, service marks, and copyrights of Motherson and third parties related to the business relationship with Supplier.
- 2.1.14. **Confidentiality:** Data/information provided shall only be used within the framework of the business relationship for the agreed purpose and for the fulfilment of the services for Motherson, unless explicit written consent has been given for other purposes. Confidential information and content shall be protected from internal and external misuse and shall not be published, disclosed to third parties, or otherwise made available without authorization.
- 2.1.15. **Privacy:** Compliance with all applicable data protection laws and ensuring the protection of personal data through appropriately implemented processes.
- 2.1.16. **Product Safety:** Compliance with all applicable laws and standards to ensure product safety.
- 2.1.17. **Whistleblower:** Suppliers shall provide a mechanism by which concerns can be raised anonymously and without the risk of retaliation.
- 2.1.18. **Supply Chain:** Suppliers must work to ensure that their entire supply chain also complies with the requirements of this Code and the Motherson Standards.
- 2.1.19. **Material Sourcing:** All materials used in products supplied to Motherson shall be sourced responsibly and in compliance with applicable legal conditions. Suppliers are required to fully support and cooperate with Motherson's efforts to

secure full transparency and traceability of their raw materials supply chain and must engage sub-tier suppliers in their efforts to demonstrate transparency. All necessary preventive measures must be taken to assure through the supply chain to avoid any risk in particular related to direct or indirect financing of armed conflict and violations of human rights, war crimes, serious violations of international humanitarian law, crimes against humanity or genocide, unethical business or environmental damage.

2.1.20. Conflict Minerals and Raw Materials from High-Risk Areas: Suppliers shall ensure compliance with the Conflict Minerals Regulation in accordance with Appendix II of the OECD Guidelines with regard to the supply of tin, tantalum, tungsten and gold as well as the corresponding ores² as well as all other applicable legal regulations³ on conflict materials. Compliance with the Motherson Standards also applies in the conflict mineral supply chain. Suppliers must carefully monitor their supply chains for conflict materials on a regular basis and take all necessary measures to comply with the conflict minerals regulations. To the extent that the use of conflict minerals cannot be entirely replaced, Suppliers agree to purchase only from smelters that have been validated under the Responsible Minerals Initiative Assurance Program (“**RMAP**”) and listed as “RMAP compliant”. Where conflict materials are used in Suppliers’ products, Suppliers will complete the Electronic Industry Citizenship Coalition (“**EICC**”) Conflict Minerals Questionnaire once a year and forward it to Motherson. The “RMAP Compliant” list and conflict minerals questionnaire are available at <http://www.responsiblemineralsinitiative.org>.

2.1.21. Animal Welfare: As part of its supply chain responsibilities, the Supplier commits to upholding animal welfare standards and ensuring that its own suppliers adhere to the five internationally recognized animal welfare principles established by the World Organisation for Animal Health (OIE), whose implementation shall be subject to applicable local laws and regulations.

2.1.22. Applicable Laws: The Supplier warrants that it complies with all applicable laws in the country in which it conducts its business and undertakes to continue to do

² Regulation (EU) 2017/821 of the European Parliament and of the Council of 17 May 2017 laying down obligations to fulfil due diligence obligations in the supply chain for Union importers of tin, tantalum, tungsten, their ores and gold from conflict and high-risk territories.

³ In particular, the Dodd-Frank Act on Conflict Minerals (Section 1502), to the extent that its scope is open.

so. Supplier shall take all necessary measures to comply with the risk management and information requirements under applicable law.

2.1.23. **Insider Trading:** Supplier and their personnel must not use any material or unpublished price sensitive information obtained during their business relationship with Motherson as the basis for trading or for enabling others to trade in stock or securities of Motherson. The Supplier and their personnel must ensure, at all times, to maintain confidentiality on unpublished price sensitive information related to Motherson in their possession.

2.1.24. **Third Party Representation:** Suppliers shall not be authorized to represent Motherson or use Motherson brand without the written permission of Motherson. Suppliers and their employees who are authorized to represent Motherson are expected to abide by Motherson's code of conduct.

2.2. HUMAN RIGHTS AND WORKING CONDITIONS

2.2.1. **Risk Management:** Establishment of a risk management system and the development and implementation of appropriate preventive measures to protect and respect human rights and related environmental standards.

2.2.2. **Forced Labor:** Prohibition on forced labor, slavery, human trafficking, bonded labor or serfdom, illegal employment, and undeclared labor. Suppliers must not use any form of forced labor.

2.2.3. **Child Labor:** Prohibition on child labor, including child prostitution and pornography, using children for unauthorized activities (e.g. drug trafficking) or performing harmful work. Suppliers must ensure that employees are compliant with the minimum working age as set by legal regulations and local labor laws.

2.2.4. **Health and Safety:** Prohibition on disregard for occupational and health protection (including ensuring appropriate management processes). Suppliers are expected to provide an environment that is safe and healthy for the employees, meeting or exceeding local laws for occupational wellbeing.

2.2.5. **Freedom of Expression, Association and Rights to Collective Bargaining:** Supplier recognizes and always aims to maintain a cooperative and constructive approach with its partners to protect the interests of workers in accordance with

the UNGC Principle 3 and where permitted by applicable local law.

- 2.2.6. **Non-Discrimination:** Prohibition on discrimination in employment and in the employment relationship. Suppliers should not tolerate discrimination in any form and should encourage equal opportunities for employees regardless of sex, ethnicity, national origin, pregnancy, age, religion, political affiliation, marital status, disability, sexual orientation or gender identification.
- 2.2.7. **Wages and Benefits:** Prohibition on withholding an appropriate wage. Compensation paid to employees shall comply with all applicable wage laws, including those related to minimum wages, overtime hours and legally mandated benefits.
- 2.2.8. **Working Hours:** Working hours shall comply with the applicable local laws.
- 2.2.9. **Harassment:** Take action against all forms of harassment in the workplace and cultivate an environment that allows for open communication with management without fear of reprisal.
- 2.2.10. **Human Trafficking:** Prohibition of participation of employees, contractors, subcontractor employees, and agents involved in trafficking-related activities.
- 2.2.11. **Security Forces:** Prohibition on engaging or deploying private or public security forces for the protection of a business project, if this violates applicable local law.
- 2.2.12. **Human Rights Defenders:** No reprisal against human rights defenders.
- 2.2.13. **Population Protection:** Commercially reasonable measures to avoid impacting local communities and indigenous peoples.
- 2.2.14. **Human Rights Standards:** Compliance with internationally recognized human rights standards based on the United Nations Declarations, OECD Guidelines and other national regulations and laws.
- 2.2.15. **UN Global Compact:** Adherence to the principles of the United Nations Global Compact.

2.3. ENVIRONMENT

- 2.3.1. **Environment Management:** Establishment of an environmental management system certified to ISO 14001 by an accredited registration authority. The Supplier is expected to support a proactive approach to environmental responsibility by protecting the environment, conserving natural resources and reducing the environmental footprint of the production, products and services. The Supplier is required to achieve a net zero carbon footprint (Scope 1 and Scope 2) and establish a climate transition plan that includes the key milestones that the Supplier intends to achieve by 2040.
- 2.3.2. **Harmful Emissions:** Prohibition on causing harmful soil alteration, water contamination, air contamination, harmful noise emissions or excessive water consumption.
- 2.3.3. **Unlawful Eviction:** Prohibition on unlawful eviction and prohibition on unlawful deprivation of land, forests and waters.
- 2.3.4. **Hazardous Materials:** Prohibition on the production of mercury-containing products, the use of mercury and mercury compounds in manufacturing processes, and the unlawful treatment of mercury waste in accordance with the Minamata Convention. Suppliers are expected, to the extent possible, to minimize use of any materials that have been deemed hazardous or harmful to persons, animals or the environment.
- 2.3.5. **Chemical Management:** Prohibition on the production and use of chemicals (“persistent organic pollutants”) under the Stockholm Convention. Suppliers are expected to eliminate the use of restricted materials to ensure regulatory compliance with local applicable law.
- 2.3.6. **Waste Management:** Prohibition on the environmentally incompatible handling, collection, storage and disposal of waste in accordance with the Stockholm Convention. Suppliers are expected to support the sustainable, renewable or recycled material sourcing and actively participate in reusing or recycling waste product.
- 2.3.7. **Hazardous Waste:** Prohibition on the export of hazardous waste and other wastes pursuant to the Basel Convention and Regulation (EC) No. 1013/2006 of the European Parliament and of the Council of 14 June 2006 on the transport of

- waste; prohibition on the export of hazardous wastes from countries listed in Annex VII of the Basel Convention to countries not listed in Annex VII; prohibition on the import of hazardous waste and other waste from a non-party to the Basel Convention.
- 2.3.8. **Biodiversity:** it is expected that precautionary measures are taken and that opportunities to support natural capital replenishment, biodiversity, and net zero deforestation supply chains are considered and implemented.
 - 2.3.9. **Climate Change:** Activities that may impact climate change must be minimized in accordance with the United Nations Framework Convention on Climate Change (Paris Climate Agreement) and efforts must be made to achieve carbon neutrality.
 - 2.3.10. **Air Quality:** Ensure that emissions into the environment are minimized and to the extent possible, eliminated. Suppliers shall record Scope 1, 2 and 3 emissions and provide data to Motherson as requested and establish science-based greenhouse gas emission reduction targets, action plans, and transparent reporting mechanisms.
 - 2.3.11. **Water Consumption:** Preserve water through minimizing, recycling or reusing water. Suppliers shall monitor water usage and report usage to Motherson as requested. Any discharge of water into the environment must be in full compliance with local environmental regulations.
 - 2.3.12. **Energy Management:** Minimize the use of fossil-based energy sources and maximize the use of renewable energy sources. Suppliers must have in place and actively implement energy consumption reduction plans.
 - 2.3.13. **Carbon Footprint:** Implement procedures which facilitate the calculation of the carbon footprint of their products in line with the relevant ISO standards (for example ISO14040; ISO14044; ISO14067) and be able to provide Motherson with those detailed Life Cycle Assessment (“LCA”) calculations for products supplied to Motherson.
 - 2.3.14. **Environmental Protection:** Ensuring the best possible environmental protection in production, continuous reduction of environmental impacts, the use of energy management systems and ensuring energy efficiency.

2.3.15. **Compliance:** Compliance with the relevant environmental standards of their market segment for all products manufactured along the supply chain, including all materials used. Compliance with the provisions of the REACH Regulation and RoHS Directive or other applicable local law related to the use of chemicals. Exclusive supply of components and products that meet the contractually defined criteria for active and passive safety and can thus be used safely according to their intended purpose.

3. IMPLEMENTATION OF THE SUPPLIER CODE OF CONDUCT

The following regulations supplement the respective Supply Agreement, the applicable Terms and Conditions of Purchase and any other contractual documents as agreed between the Supplier and Motherson for the purpose of compliance and enforcement of the Motherson Standards by the Supplier and along the supply chain.

3.1. OBLIGATIONS OF THE SUPPLIER WITH REGARD TO HIS CONTRACTUAL OBLIGATIONS

- 3.1.1. The Supplier undertakes vis-à-vis Motherson to comply with the standards specified in this Code and its appendices in the performance of its activities. This includes all activities of the Supplier domestically and abroad, in particular all processes from the extraction of raw materials to the delivery of the products or the provision of other services.
- 3.1.2. The Supplier undertakes vis-à-vis Motherson to protect and comply with the human rights and protected environmental resources listed in Appendix I. Such compliance is required not only by Motherson's Suppliers themselves, but also along their supply chain.
- 3.1.3. The Supplier further undertakes vis-à-vis Motherson to protect and comply with the other Motherson Standards, which are available on the website <https://www.motherson.com/company/group-policies>.
- 3.1.4. In accordance with legal requirements and best industry practice, Motherson may carry out regular and ad hoc risk analyses with regard to the Supplier. Such analysis may be conducted through Motherson's own supplier rating system or through the use of third-party rating tools (e.g., CDP, Ecovadis), and Supplier

agrees to respond to all such requests within the required but reasonable timeframe. If the analyses results in additional expectations of the Supplier, e.g. due to an increased risk situation, in order to achieve the protective objectives, MotherSON shall notify the Supplier of this in writing. The Supplier must then meet these additional expectations within a reasonable period of time from receipt of the notification and provide evidence of their implementation. The preceding sentences of this paragraph shall apply accordingly if MotherSON adapts the Supplier Code of Conduct to the extent necessary to ensure a sufficient standard of protection within the supply chain with regard to the MotherSON Standards. An adjustment is required in particular if this is necessary to comply with the legal requirements or if a relevant need for adjustment has been identified by MotherSON due to new findings or assessments based on the risk analysis required by law.

3.2. SUPPLIER'S OBLIGATION WITH REGARD TO ITS DIRECT AND INDIRECT SUPPLIERS

- 3.2.1. The Supplier undertakes, vis-à-vis MotherSON, to take the following measures with regard to the incorporation and passing on of the MotherSON Standards along its supply chain, in particular to its own suppliers (including service providers):
- 3.2.2. The Supplier shall adopt and pass on the provisions of this Code along the supply chain to its respective contractual partners. This means that
 - (i) the Supplier bases the business relationships with its suppliers on the MotherSON Standards and in particular obliges them to comply with such standards;
 - (ii) the Supplier also strives to ensure compliance with the MotherSON Standards as far as possible - e.g. by agreeing on transfer clauses with its suppliers - even in relation to indirect suppliers;
 - (iii) the Supplier identifies risks in accordance with MotherSON Standards within the supply chain through regular and ad hoc risk analyses (in the event of a changed risk situation, e.g. in the event of a changed political situation concerning its suppliers) and takes appropriate measures to avoid or eliminate such risks or possible violations of the MotherSON Standards. This also means, in particular, that in the event of suspected violations and in order to safeguard supply chains with increased risks, the Supplier shall immediately inform MotherSON about the identified violations and risks as well as the measures

taken, and shall define measures, together with Motherson, to eliminate the risks of possible violations of protected resources along the supply chain immediately and permanently; and that

- (iv) the Supplier shall, where and to the extent appropriate, agree on auditing and information rights with its suppliers that enable the Supplier to adequately and effectively monitor the compliance of the direct suppliers with the above obligation.

3.3. SUPPLIER INFORMATION OBLIGATION

- 3.3.1. The Supplier shall inform Motherson in writing on a case-by-case basis and/or at Motherson's request, and otherwise annually without being requested to do so, about the implementation of its obligations under this Code in the previous reporting period.
- 3.3.2. The Supplier must inform Motherson in writing of significant incidents, in particular violations, substantiated suspicions and difficulties in complying with Code and in addressing the Motherson Standards in the supply chain immediately after becoming aware of them. This can be done directly with the responsible buyer or anonymously via the established complaint and whistleblower channels (see also Clause 6.2). The legitimate interests of the Supplier as well as the observance of the rights of employees, in particular data protection and the protection of trade secrets, must be maintained in the notification. This also applies to violations by third parties used by the Supplier (e.g. suppliers or subcontractors).
- 3.3.3. Upon request, the Supplier shall promptly provide Motherson with all necessary information in writing that Motherson reasonably requires or justifiably demands in order to verify compliance with the Motherson Standards along the supply chain and to verify compliance with the Supplier's obligations arising therefrom. In this context, Motherson shall take due account of the legitimate business interests of the Supplier as well as data protection aspects.

3.4. AUDITING AT THE SUPPLIER'S PREMISES

- 3.4.1. If and to the extent appropriate, Motherson may regularly audit the Supplier for compliance with the obligations under this Code, at least once a year and, if necessary, more than once a year.
- 3.4.2. The audit must be carried out during the usual business hours of the Supplier and does not have to be announced in advance by Motherson for the purpose of effective control.
- 3.4.3. The Supplier shall grant Motherson access to all documents, business areas and premises relevant for the audit and shall cooperate with Motherson in the best

possible way during the audit. During the audit, Motherson shall take due account of the legitimate business interests of the Supplier as well as data protection aspects. In addition, Motherson is obliged to maintain secrecy with regard to the subject matter and the results of the audit in relation to third parties within the framework of the statutory provisions, the respective Supply Agreement, the applicable Terms and Conditions of Purchase and any other contractual documents as agreed between the Supplier and Motherson.

- 3.4.4. Motherson is entitled to have the audit performed by a third-party company and must protect the legitimate business interests of the Supplier and protect data protection aspects, e.g. by entering into appropriate confidentiality agreements with the third-party company.

3.5. GENERAL DUTY OF COOPERATION OF THE SUPPLIER

- 3.5.1. The Supplier undertakes to cooperate with Motherson to remedy violations of the Motherson Standards and to ensure the fulfilment of its obligation to comply with the Motherson Standards in its own business area and to ensure the greatest possible compliance with the Motherson Standards along its supply chain with due diligence.
- 3.5.2. At the request of Motherson, the Supplier is obliged to participate annually or on specific occasions with a suitable number and group of employees in training courses provided by Motherson or by external third parties, and which serve to prevent violations of the Motherson Standards. This obligation does not apply if the Supplier proves by submitting the appropriate documentation that it has adequately trained a suitable number and an appropriate group of employees in terms of content equivalent to the training offered by Motherson.

3.6. COMPLIANT MECHANISM

- 3.6.1. The Supplier shall actively clarify any suspected cases of violations of the Motherson Standards and shall cooperate with Motherson without reservation. Motherson reserves the right to request information about the relevant facts in the event of suspected non-compliance (e.g. in the case of negative media reports).
- 3.6.2. The Supplier is obliged to report to Motherson any violation of the rules and

standards of this Code committed by a third party or an employee or representative of Motherson that is related to Motherson's own business or supply chain. This may also be done anonymously if desired.

3.6.3. The Supplier shall inform its employees and suppliers of the availability and anonymous usability of the Motherson complaint mechanism and request that they pass on the information to the whistleblower system along the supply chain.

3.6.4. Supplier warrants that it will not take any adverse action or discipline against the whistleblower in connection with the handling of such information.

3.7. LEGAL CONSEQUENCES FOR THE SUPPLIER VIOLATION

3.7.1. If the Supplier breaches its obligations under this Code or a breach is imminent, reasonable remedial action must be taken immediately to ensure the performance of its contractual obligations and to prevent, terminate or minimize the extent of the breach.

3.7.2. If possible, Motherson may in its sole discretion give the Supplier the opportunity to establish a binding deadline plan together with Motherson immediately to avert, terminate or minimize the violation or risk.

3.7.3. If the establishment of such a deadline plan is obviously unsuitable for the prevention, termination or minimization of the violation or the risk, or if such a deadline plan is not immediately established by the Supplier or if the implementation of the deadline plan fails, Motherson may suspend the business relationship until the Supplier has ended the violation. The right to suspend the contractual relationship under the aforementioned conditions shall apply regardless of any contrary contractual provisions with the Supplier. The Supplier shall not be entitled to assert any claims for damages or other claims arising from or in connection with the suspension of the contractual relationship due to its violation of the Code.

3.7.4. Motherson also has the right to terminate the contractual relationship with immediate effect for good cause if the legal requirements are met, i.e. if a continuation of the contractual relationship until the next ordinary termination date cannot be reasonably expected. Also in these cases, the Supplier shall not

be entitled to assert claims for damages or other claims arising from or in connection with the termination of the contractual relationship for good cause. A good cause from the perspective of Motherson exists in particular if

- (i) the Supplier commits a breach of its obligations under this Code or a breach by the Supplier is imminent; and
the Supplier does not take any appropriate remedial action to prevent, terminate or minimize the extent of the breach despite a warning by Motherson and expiry of a reasonable period of time to fulfil its obligations; and
the breach of duty or the breach is substantial or involves a substantial number of cases;
- (ii) despite a warning by Motherson and the expiry of a reasonable period of time, the Supplier does not cooperate in the preparation of a schedule of deadlines or refuses its cooperation in any way whatsoever;
- (iii) the Supplier, for reasons for which it is responsible, fails to implement essential specifications of a time schedule despite a reminder from Motherson and expiry of a reasonable period or refuses to cooperate in any way whatsoever;
- (iv) due to the materiality of the breaches of duty by the Supplier, continuation of the contractual relationship is unreasonable for Motherson; unreasonableness may exist in particular due to repeated or intentional breaches, due to the materiality or the plurality of breaches and may also result from the fact that breaches of duty are committed by direct or indirect subcontractors of the Supplier which are not remedied within a reasonable period of time.

3.7.5. In addition to the right for Motherson to claim damages, the Supplier is obliged to indemnify Motherson from all consequences resulting from violations of this Code for which the Supplier is responsible, in particular from fines and penalties as well as from claims of third parties or authorities.

3.8. AVAILABILITY OF THE LATEST SUPPLIER CODE OF CONDUCT

The latest version of the Supplier Code of Conduct is available for download on the Motherson website <https://www.motherson.com/company/group-policies>.

4. POLICY CLARIFICATION

For any clarifications with regards to the Policy, employees can approach the RCO Policy Administrators by sending an e-mail to the Group Policy email ID group.policies@motherson.com. Any such email should contain the policy name in the subject line.

5. APPENDIX I: REQUIREMENTS AND PROHIBITIONS IN THE SUPPLY CHAIN RELATED TO HUMAN RIGHTS AND ENVIRONMENT

The indispensable basis for the business relationship between the Supplier and Motherson is the protection and observance of the following human rights and protected environmental resources not only by the Supplier of Motherson itself, but also along its supply chain. This is based on legal regulations. In particular, this includes compliance with the human rights and protected environmental resources, as well as the prohibitions referred as listed below; this also includes the international recognized standards in particular listed by reference in this Code and its Annexes and the protected resources mentioned therein:

1. The prohibition on the employment of a child under the age at which compulsory schooling ends under the laws of the place of employment, provided that the age of employment is not less than 15 years of age; this shall not apply if the law of the place of employment deviates from this in accordance with Article 2 paragraph 4 and Articles 4 to 8 of Convention No. 138 of the **International Labor Organization** of 26 June 1973 on the **Minimum Age for Admission to Employment**.
2. The prohibition on the worst forms of child labor for children under 18 years of age; according to Article 3 of Convention No. 182 of the **International Labor Organization** of 17 June 1999 on the **Prohibition and Immediate Measures to Eliminate the Worst Forms of Child Labor**:
 - 2.1. All forms of slavery or any slavery-like practices, such as the sale of children and child trafficking, bonded labor and serfdom, as well as forced or compulsory labor, including the forced or compulsory recruitment of children for use in armed conflict;
 - 2.2. Enticing, procuring or offering a child for prostitution, for the production of pornography or for pornographic performances;
 - 2.3. Inducing, instructing, or offering a child to engage in unauthorized activities, in particular the obtaining and trafficking of drugs;
 - 2.4. Work that, by its nature or due to the circumstances under which it is performed, is likely to be harmful for the health, safety or morality of children.
3. The prohibition of the employment of persons in forced labor; this includes any work or service which is demanded of a person under threat of punishment and for which he or she has not offered himself or herself voluntarily, for example, as a result of bonded labor

or human trafficking; excluded from forced labor are work or services which comply with Article 2, paragraph 2, of Convention No. 29 of the **International Labor Organization** of 28 June 1930 concerning **Forced or Compulsory Labor** or with Article 8, paragraph 3, Nos. 2 and 3 of the **International Covenant** of 19 December 1966 on **Civil and Political Rights**.

4. The prohibition of all forms of slavery, slave-like practices, servitude or other forms of domination or oppression in the workplace environment, such as through extreme economic or sexual exploitation and humiliation.
5. The prohibition of disregarding the obligations of occupational health and safety applicable under the law of the place of employment, if this results in the risk of accidents at work or occupational health hazards, in particular by:
 - 5.1. Obviously insufficient safety standards in the provision and maintenance of the workplace, the workstation and the work equipment;
 - 5.2. Lack of appropriate protective measures to prevent exposure to chemical, physical or biological substances;
 - 5.3. Absence of measures to prevent excessive physical and mental fatigue, in particular by an inappropriate work organization in relation to working hours and rest breaks; or
 - 5.4. Insufficient training and instructions given to workers.
6. The requirement to respect freedom of expression, freedom of association and the right to collective bargaining, and to take a cooperative and constructive approach with partners to address and protect the interests of employees in accordance with UNGC Principle 3 and where permitted by applicable local law.
7. The prohibition of unequal treatment in employment, for example, based on national and ethnic origin, social origin, health status, disability, sexual orientation, age, gender, political opinion, religion or belief, unless justified by the requirements of employment; unequal treatment includes, in particular, the payment of unequal remuneration for equivalent work.
8. The prohibition on the withholding of an appropriate wage; the appropriate wage is at least the minimum wage set by applicable law and is otherwise measured according to the regulations of the place of employment.

9. The prohibition on causing harmful soil alteration, water contamination, air contamination, harmful noise emissions or excessive water consumption, which
 - 9.1. significantly interferes with the natural foundations for the preservation and production of food;
 - 9.2. denies a person access to proper drinking water;
 - 9.3. complicates or destroys a person's access to sanitation facilities; or
 - 9.4. harms a person's health.
10. The prohibition of unlawful eviction and the prohibition of unlawful deprivation of land, forests and waters in the acquisition, development or other use of land, forests and waters, the use of which secures a person's livelihood.
11. The prohibition on engaging or deploying private or public security forces for the protection of a business project, if, due to a lack of instruction or control on the part of the company, in the use of the security forces.
 - 11.1. The prohibition of torture and cruel, inhuman or degrading treatment is violated;
 - 11.2. There is injury to life or limb; or
 - 11.3. The freedom of organization and freedom of association are impaired.
12. The prohibition of an act or omission in breach of duty which goes beyond numbers 1 to 11 and which is directly likely to impair a protected legal position in a particularly serious manner and the unlawfulness of which is obvious on a reasonable assessment of all the circumstances in question.
13. The prohibition on the manufacture of mercury-containing products pursuant to Article 4 paragraph 1 and Annex A Part I of the **Minamata Convention** of 10 October 2013 on **Mercury** ("**Minamata Convention**").
14. The prohibition on the use of mercury and mercury compounds in manufacturing processes within the meaning of Article 5 paragraph 2 and Annex B Part I of the **Minamata Convention** from the phaseout date specified for the respective products and processes in the Convention.
15. The prohibition on the treatment of mercury waste contrary to the provisions of Article 11 paragraph 3 of the **Minamata Convention**.
16. The prohibition on the production and use of chemicals according to Article 3 paragraph 1 letter a and Annex A of the **Stockholm Convention** of 23 May 2001 on **persistent**

organic pollutants (“POPs Convention”), last amended by the decision of 6 May 2005, as amended by Regulation (EU) 2019/1021 of the European Parliament and of the Council of 20 June 2019 on persistent organic pollutants (OJ L 169 dated 26/5/2019 p. 45-77), most recently approved by Commission Delegated Regulation (EU) 2021/277 dated 16 December 2020 (OJ L 62 dated 23/2/2021 p. 1-3).

17. The prohibition on the non-environmental handling, collection, storage and disposal of waste in accordance with the regulations that apply in the applicable legal system in accordance with the provisions of Article 6 paragraph 1 letter d number i and ii of the **POPs Convention**.
18. The prohibition on the export of hazardous wastes within the meaning of Article 1 paragraph 1 and other wastes within the meaning of Article 1 paragraph 2 of the **Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal** of 22 March 1989 (“**Basel Convention**”), last amended by the Third Regulation on the Amendment of Annexes to the Basel Convention of 22 March 1989 of 6 May 2014, and within the meaning of Regulation (EC) No. 1013/2006 of the European Parliament and of the Council of 14 June 2006 on shipments of waste (OJ L 190 dated 12/7/2006 p. 1-98) (Regulation (EC) No. 1013/2006), most recently approved by Commission Delegated Regulation (EU) 2020/2174 dated 19 October 2020 (OJ L 433 dated 22/12/2020 p. 11-19);
 - 18.1. to a contracting party that has prohibited the import of such hazardous and other wastes (Article 4 paragraph 1 letter b of the **Basel Convention**);
 - 18.2. into an importing country within the meaning of Article 2 number 11 of the **Basel Convention**, which has not given its written consent to the particular import, if that importing country has not prohibited the import of these hazardous wastes (Article 4 paragraph 1 letter c of the **Basel Convention**);
 - 18.3. to a non-party to the **Basel Convention** (Article 4 paragraph 5 of the **Basel Convention**);
 - 18.4. into an importing country if such hazardous waste or other waste is not treated in this state or elsewhere in an environmentally friendly manner (Article 4 paragraph 8 sentence 1 of the **Basel Convention**).
19. The Prohibition on the export of hazardous wastes from countries listed in Annex VII of the **Basel Convention** to countries not listed in Annex VII; (Article 4A of the **Basel Convention**, Article 36 of Regulation (EC) No. 1013/2006).

19.1. The prohibition on the import of hazardous waste and other waste from a non-party to the **Basel Convention** (Article 4 paragraph 5 of the Basel Convention).

20. Other human rights standards

20.1. Ensuring occupational health and safety management processes.

20.2. No unleashing of, tolerating or supporting repression against human rights defenders as described in the **EU Guidelines on the Protection of Human Rights Defenders**.

20.3. Protection of local communities and indigenous peoples as described in the **UN Declaration on the Rights of Indigenous Peoples**, the **OHCHR Basic Principles and Guidelines on Development Based Evictions and Displacement**, and the **ILO Convention No. 169 on Indigenous and Tribal Peoples in Independent Countries**.

20.4. Compliance with internationally recognized human rights, such as those set out in the **United Nations Declaration of Human Rights**, the **United Nations International Covenant on Civil and Political Rights** and the **United Nations International Covenant on Economic, Social and Cultural Rights**, of the **OECD Guidelines for Multinational Enterprises**, the **OECD Guidelines for Responsible Business Conduct**, the **UN Guiding Principles on Business and Human Rights** and the **National Action Plan “Implementation of the UN Guiding Principles on Business and Human Rights”**.

20.5. Adherence to the principles of the **United Nations Global Compact**.

21. Other environmental standards

21.1. Compliance with applicable national environmental laws, regulations and standards. Efforts shall be made to introduce and implement an environmental management system that meets the requirements of **ISO 14001**, **ISO 50001**, EMAS Regulation (EC) No. 1221/2009 or a comparable national standard and that provides an audit or certification system.

21.2. Ensuring the best possible environmental protection in production and continuously reducing environmental impacts.

21.3. Protection of the climate within the meaning of the **Paris Climate Agreement** and enabling reporting in accordance with the **EU reporting standard ESRS E-1** from 2024.

- 21.4. Protection of biodiversity and deforestation-free supply chains in line with the EU biodiversity strategy for 2030, **EU Deforestation-Free Supply Chain Regulation Proposal**, **OECD FAO Guidelines for Responsible Agricultural Supply Chains** and to enable reporting under **EU reporting standard ESRS E-4** from 2024.
- 21.5. Protection of water and water quality (e.g. water stress areas) in line with the initiatives of **the WWF, CDP (Carbon Disclosure Project), CEO Endorsements for Water Stewardship and Aqueduct (UN Global Compact)** and to enable reporting according to the **EU reporting standard ESRS E-3**.
- 21.6. Use of energy management systems and ensuring energy efficiency to enable reporting under **EU reporting status ESRS E-1** from 2024.
- 21.7. Compliance with the relevant environmental standards of their market segment for all products manufactured along the supply chain, including all materials used. This relates in particular to the reduction of energy and water consumption, the reduction of greenhouse gas emissions, increased use of renewable energies and the promotion of appropriate disposal management.
- 21.8. Compliance with the provisions of the **REACH Regulation** and **RoHS Directive**. This includes chemicals, hazardous substances and other materials that pose a risk when released into the environment and managing their transport, storage, use or reuse and disposal in a way that avoids risks to the environment and employees.
- 21.9. Exclusive supply of components and products that meet the contractually defined criteria for active and passive safety and can thus be used safely according to their intended purpose.

6. DECLARATION OF CONSENT OF THE SUPPLIER

I hereby confirm and acknowledge that I am an authorized representative of the company referenced below, have received and carefully reviewed and understood the substance of the Supplier Code of Conduct, and confirm that this company is in full compliance with Motherson's Supplier Code of Conduct and Motherson Standards. As a representative, I further confirm that this company will comply with the principles and requirements of this Supplier Code of Conduct in addition to the obligations established in the Supply Agreements signed with Motherson.

I/We shall maintain adequate documentation to demonstrate compliance with the principles of this Code and allow access to Motherson to check compliance upon request with reasonable notice.

Supplier Company Name:

Supplier Representative Name:

(block capitals)

Title of Supplier Representative:

(block capitals)

Place and Date:

.....

Signature and Company Stamp

Please send the Declaration of Consent without delay in advance by e-mail and the original by mail to the Motherson employee responsible for your company.