



SUPPLIER CODE OF CONDUCT

CONTENTS

- 1. Introduction**
- 2. Applicability**
- 3. Supplier's Conduct**
 - 3.1) Ethical Practice**
 - 3.2) Human Rights and Labour codes**
 - 3.3) Environmental Sustainability**
 - 3.4) Conflict Mineral Code**
 - 3.5) Health and Safety**
 - 3.6) Corruption and Bribery**
 - 3.7) Confidential information, Data Security and Intellectual Property Rights (IPR)**
 - 3.8) Fair Competition and Antitrust Practices**
 - 3.9) Conflict of Interest**
 - 3.10) Counterfeit Products**
 - 3.11) Export Control and Economic Sanction**
 - 3.12) Freedom of Association and Collective Bargaining**
 - 3.13) Use of Private and Public Security Forces**
- 4. Indemnification**
- 5. Repercussion for violation of Code of Conduct**
- 6. Reporting**
- 7. Accountability**

1. INTRODUCTION

Uno Minda Group is a global automotive components manufacturer and Supplier of electrical, lighting, acoustic, safety systems to two-wheeler, four-wheeler (Commercial vehicle, personal vehicle) and off-road segments vehicles worldwide (hereinafter referred to as “**Uno Minda Group**” or “**Uno Minda**”). Uno Minda Group has 73 manufacturing plants in India, Indonesia, Vietnam, Spain, Morocco, Mexico, Colombia, Germany, design centres in Taiwan, Japan and Spain, sales offices in North America, Europe and ASEAN Countries. With the human edge of a highly motivated workforce of over 29300 team members, the Group is headquartered in Manesar, Haryana, India. We have more than 30 engineering, research and development centres globally.

The Supplier Code of Conduct at Uno Minda Group states expectations and responsibility of a Supplier conduct related to ethics, human rights, environmental protection, health and safety, labour codes, and management practices.

2. APPLICABILITY

The word “Supplier” shall mean any business, company, corporation, person or other entity that provides, sells or seeks to sell, any kind of goods or services to Uno Minda Group, including the Supplier’s employee, agent, vendor, sub-vendor, contractor, sub-contractor and other representative.

The Supplier shall comply with the requirements that are mentioned in this Code of Conduct along with all applicable laws and regulations. Uno Minda Group will evaluate its Supplier for the compliance of this Code of Conduct, and any infraction with this Code of Conduct may risk the relationship with the Supplier.

Note: This Code of Conduct is not intended to conflict with or change the terms and conditions of any existing contract.

3. SUPPLIER’S CONDUCT

3.1. Ethical Practice

- a) The Supplier should not directly or indirectly indulge in any activity or transaction which may lead to breach of any ethical practice. The Supplier shall not use its authority or dominant position to induce anyone else to do something unethical/illegal.
- b) Uno Minda Group appreciates its Supplier to have good morals and practice ethical culture in their organisations. Supplier shall also maintain the records properly and accurately (this includes employee details, business activities, health and safety, financial records etc).
- c) The Supplier is expected to remain transparent while disclosing any information with Uno Minda Group.

3.2. Human Rights and Labour codes

- a) Supplier shall not employ or engage in activities involving child labour or employ individuals below the minimum age permitted by the law;
- b) Supplier shall ensure not to permit any worker below 18 years of age to engage in hazardous and injurious forms of labour that is likely to harm their health, safety or morals;
- c) Supplier shall not cause or permit forced labour (i.e., coercing labourers to work against their free will and choice by means of violence, intimidation, confinement or other measures that cause unjust physical or mental restraints)
- d) Supplier shall ensure that there is no discrimination based on age, disability, ethnicity, gender, origin, race, religion, sexual orientation, political affiliation or any other status and shall ensure that practices like diversity, equity and inclusion are followed;
- e) Supplier shall ensure that there is no harassment or abuse of any kind at the workplace (this includes harsh and inhumane treatment, mental harassment, sexual harassment and/or any kind of threat).
- f) Supplier shall ensure that workers must be paid at least the minimum wage and/or wage that meets the local statutory or industry standards;
- g) Supplier must operate in compliance with all the applicable local laws;
- h) Supplier shall abstain from violating any human rights of any individual including its employees/workers/supplier or any individual;
- i) Supplier shall ensure that its employees and/or contract workers are working within the prescribed working hour limit which is permitted under the applicable law.
- j) Suppliers shall uphold and promote the fundamental rights of women, ensuring that they are treated fairly and equally in all aspects of employment and business operations. This includes fair and unbiased hiring, promotion, compensation, training, and development practices. Non-Discrimination and Respectful Workplace, Maternal Health and Childcare Support, Empowerment and Participation, etc. Suppliers shall also monitor and evaluate their progress in upholding women's rights. This may include conducting regular reviews, gathering feedback from female employees.
- k) Suppliers shall ensure the rights of minorities and Indigenous peoples, ensuring that they are treated fairly and equally in all aspects of business operations. This commitment to minority and Indigenous rights includes, equal opportunity and non-discrimination, respectful workplace and cultural sensitivity, cultural preservation and inclusion with local communities, Compliance with Laws and Regulations, etc.

3.3. Environmental Sustainability

Supplier shall endeavour for environmental sustainability, regarding the greenhouse gas emissions, water use, energy consumption, etc. All products manufactured by the Supplier must meet the environmental protection standards keeping in mind the air quality. Suppliers shall implement and maintain effective

water management practices to minimize their impact on water resources. Suppliers shall comply with all applicable water quality regulations and standards. Suppliers shall take all practicable measures to minimize and, where possible, eliminate environmental emissions. Suppliers shall maintain comprehensive records of their Scope and emissions and provide this data to Uno Minda upon request. Additionally, Suppliers shall establish greenhouse gas emission reduction targets, develop actionable plans to achieve these targets, and implement transparent reporting mechanisms to track progress. Suppliers shall comply with all applicable soil quality regulations and standards, including but not limited to developing and implementing a soil management plan that identifies potential risks of soil contamination and erosion and outlines measures to mitigate these risks. Utilizing appropriate soil conservation techniques, such as cover cropping, mulching, and terracing, to minimize soil erosion. Properly storing, handling, and disposing of hazardous materials to prevent soil contamination. Remediating any soil contamination that occurs as a result of Supplier activities.

Suppliers shall adhere to the principles responsible for waste reduction and waste management, ensuring that all waste handling, collection, storage, and disposal practices comply with applicable environmental regulations. Suppliers shall prioritize sustainable practices, such as sourcing renewable or recycled materials and actively participating in waste reuse and recycling initiatives. Supplier shall also refrain from exporting hazardous waste and other prohibited wastes under these regulations. Suppliers shall implement comprehensive reuse and recycling programs to minimize waste generation and promote resource conservation. These programs should encompass the following Waste Segregation and Streamlining, Suppliers shall collaborate with local recycling facilities, product design for reuse and recycling, Employee Awareness and Training on waste reduction, reuse, and recycling practices.

Suppliers shall prioritize energy efficiency measures to reduce their energy consumption and minimize their environmental footprint. This commitment to energy efficiency includes, energy audits and benchmarking, implementation of energy-efficient technologies, Suppliers shall provide regular training to their employees on energy conservation in their daily work activities.

Suppliers shall actively transit from its existing energy sources towards renewable energy alternatives, such as solar, wind, and geothermal power. Renewable Energy Procurement, On-site Renewable Energy Generation, Support for Renewable Energy Development.

Suppliers shall establish and implement a comprehensive decarbonization strategy to reduce their greenhouse gas emissions and contribute to climate change mitigation. This strategy should encompass emission reduction targets, identification and mitigation of emission sources, Suppliers shall invest in low-carbon technologies and processes that can significantly reduce their greenhouse gas emissions.

Suppliers shall implement practices for the sourcing, utilization, and management of natural resources to minimize their environmental impact and promote long-term sustainability. This shall include Suppliers prioritizing and sourcing materials from sustainable sources, such as certified forests, responsibly managed farms, and recycled materials, resource efficiency, life cycle assessment, conservation and restoration initiatives like projects protecting biodiversity hotspots, or engaging in local environmental efforts.

Suppliers shall adopt responsible chemical management practices for the use, handling, storage, and disposal of chemicals to protect human health and the environment. This commitment to responsible chemical management shall include hazard identification and assessment and shall implement appropriate controls and mitigation measures to minimize these risks, substitution of hazardous chemicals, strict adherence to chemical regulations, Suppliers shall establish and maintain emergency preparedness and response plans to address potential chemical spills, accidents, or releases.

Suppliers shall respect the land, forest, and water rights of individuals and communities, including indigenous and traditional landholders. Suppliers shall strictly prohibit forced evictions from land, forests, or homes. They shall not engage in any activities that directly or indirectly contribute to forced evictions, like threatening or coercing individuals or communities to leave their homes or land, demolishing or destroying homes or properties without lawful authority, disrupting access to essential services or livelihoods, failing to provide adequate compensation or resettlement options for those affected by displacements, discriminating against or harassing individuals or communities based on their land or housing rights.

3.4. Conflict Mineral Code

Some of valuable natural resources such as tin, tungsten, tantalum, and gold (3TG) extracted from the Democratic Republic of Congo (DRC) or surrounding countries by appalling activities. Revenue generated from selling of these natural resources are used to perpetuate the fights and used for funding for inhumane activities.

“Conflict Minerals” Minerals containing columbite-tantalite, also known as coltan (from which tantalum is derived): cassiterite (tin); gold; wolframite (tungsten); or their derivatives from Democratic Republic of Congo and neighbouring countries.

Uno Minda Limited is committed to:

- a) Encourage our supplier to source material responsibly & avoid the procurement of Conflict Minerals which will be used in our products, processes and services
- b) Identify, assess, and support supplier to explore alternate sources for the Conflict Minerals.

Uno Minda Limited expects suppliers to:

- a) Comply with the conflict Minerals code & conduct due diligence of their own supply chain in alignment with internationally recognised framework.
- b) Report the source of Conflict Minerals used in their processes and/or included in their products supplied to Uno Minda Limited.
- c) Ensure and review compliance to conflict mineral code in line with Uno Minda code of conduct.

3.5. Health and Safety

Uno Minda Group anticipates its Supplier to adhere to reasonable health and safety norms at their work place. Supplier shall ensure all the legal requirements to comply with occupational safety, emergency preparedness, industrial hygiene, machine safeguarding and sanitation.

Supplier shall take steps to reduce the hazards related to work in the factory/manufacturing unit. The work environment should be well lighted and sufficient for the safe working conditions. Appropriate PPE (personal protective equipment) that includes gloves, rubber/safety boots, safety glasses, ear plugs etc. should be provided to the workers along with proper training and usage.

3.6. Corruption and Bribery

The Supplier must follow the anti-bribery and anti-corruption laws and regulations that govern the country where business is conducted. Supplier shall not indulge or engage in corruption, extortion, embezzlement, or bribery to obtain any unfair or improper advantage and/or induce anyone to do something improper or illegal.

Also, The Supplier shall not:

- (a) Offer, promise, accept, solicit or pay bribes or kickbacks or make facilitation payments.
- (b) Use agents or other third parties to offer, promise, accept, solicit or pay bribes or kickbacks or make facilitation payments.
- (c) Use other forms of giving or receiving as a substitute for a cash bribe (political or charitable donations, gifts, hospitality or entertainment, etc.).
- (d) Offer or give gifts, hospitality or entertainment, cash or cash equivalent, personal services, informal loans and/or debt, travel and/or accommodation costs for family members, events or any kind of sponsorships or any undue favours to Uno Minda Limited or its employees
- (e) in order to improperly or illegally obtain or retain business. This is valid even during any festival period.
- (f) Suppliers shall establish and maintain a robust whistle blower policy to encourage and protect employees who raise concerns about potential ethical violations, illegal activities, or unsafe working conditions. This policy shall clearly articulate the principles of Confidentiality and Protection of employees, accessibility and

reporting channels, fair and impartial investigation, no retaliation, etc. detailed whistle blower policy is available in Mindaconnect.com for reporting the issue (Format No.QMS-APX-HRP-21)

The Supplier shall implement monitoring procedures to ensure compliance with anti-bribery and anti-corruption laws.

3.7. Confidential Information, Data Security and Intellectual Property Rights (IPR)

The Supplier shall ensure that the assets of the Uno Minda are not misused and shall be used only after Uno Minda's written authorisation.

The Supplier shall ensure that the Confidential Information received from Uno Minda Group is not being used for any purpose other than it is disclosed for.

The Supplier agrees to abide by the applicable data security laws and regulations and maintain adequate data security measures, consistent with standards and best practices, the Supplier shall protect any such data from unauthorized disclosure or acquisition by an unauthorized person.

The intellectual property of Uno Minda Group shall not be used without the authorisation. This includes, but is not limited to, patents, copyrights, trademarks, trade secrets, and know-how. Suppliers shall not use, disclose, or reproduce any of Uno Minda's intellectual property without Uno Minda's prior written consent. Suppliers shall also take all reasonable steps to protect the confidentiality of Uno Minda's intellectual property, implementing appropriate security measures and restricting access to Uno Minda's intellectual property to authorized personnel only.

3.8. Fair Competition and Antitrust Practices

Supplier is expected to act professionally, fairly and with utmost integrity in all our business dealings and relationships; whenever and wherever the Supplier is operating or engaging with competitors, suppliers, distributor.

Supplier should avoid actions that would be contrary to laws governing competitive practices in the marketplace.

Such actions include misappropriation and/or misuse of a competitor's confidential information or making false statements about the competitor's business and business practices.

3.9. Conflict of Interest

Supplier is expected to avoid conflict of interest situations which can occur when the Supplier or its employee's interest interferes, or appears to interfere, with the interests of the Uno Minda Group.

The Supplier should not enter into any situation in which its personal or financial interests may conflict with those of Uno Minda Group or influence their ability to act in the interest of Uno Minda Group.

3.10. Counterfeit Products

Suppliers are expected to develop, implement, and maintain effective methods and processes appropriate to their products and services to minimize the risk of introducing counterfeit parts and materials into deliverable products. In addition, suppliers shall provide notification to recipients of counterfeit product(s) when warranted and exclude them from distribution.

3.11. Export Control and Economic Sanction

Supplier shall restrain from trading with countries that are trade and economic sanctioned by government of India. The consequences of non-compliance to sanction regulations and exporting without the requisite export licence(s) exposes Supplier to risk of substantial fines whilst individuals may face criminal charges and prison sentences. Equally important is the potential impact on business in terms of loss of reputation, contractual penalties and operational disruptions.

3.12. Freedom of association and collective bargaining

Supplier recognizes and consistently demonstrates a commitment to uphold the fundamental rights of freedom of association and collective bargaining for all employees.

Supplier must refrain from using any form of physical or psychological violence, threats, intimidation, retaliation, harassment, or abuse against union representatives and workers. Regardless of gender, who seek to establish or join an association.

3.13. Use of Private and Public Security Forces

The Supplier shall limit using of security forces and shall be kept limited to situations where there is a legitimate and demonstrable need for their presence. The use of force shall be proportionate to the severity of the situation and shall always comply with applicable laws and regulations. Security forces shall respect and protect the human rights of all individuals, training and supervision of security

forces shall receive adequate training on human rights, international humanitarian law, and conflict resolution, security forces shall not discriminate against individuals or groups based on race, ethnicity, gender, religion, political affiliation, or any other protected characteristic.

4. INDEMNIFICATION

The Supplier is expected to adhere, promote and endeavour all the codes mentioned in this Code of Conduct along with the applicable laws and regulations. If Uno Minda is exposed to any liability by reason of or as a result of our Supplier's failure to comply with this Code of Conduct, the Supplier shall indemnify Uno Minda Limited for the costs, damages, losses, liabilities, etc. incurred or suffered by Uno Minda Limited.

5. REPERCUSSION FOR VIOLATION OF CODE OF CONDUCT

Supplier shall have a monitoring process to comply with all compliances that are mentioned in this Code of Conduct. Uno Minda Group reserves the right to audit these Supplier compliances and code, also suggest with the corrective actions. If the expectations and compliances are not followed by the Supplier in that case without prejudice to any other remedy available to Uno Minda Group, the relationship with the Supplier will be reviewed by Uno Minda Group and further necessary actions will be initiated (that may include *inter alia* termination of the contract and levy of penalty etc.).

6. REPORTING

Uno Minda Group, its employees, customers, suppliers and other concerned parties may raise a concern (if any) regarding misconduct/non-compliance of the code and/or laws and regulation under the governing laws. If any misconduct/non-compliance comes to notice, it should be immediately reported to Uno Minda Group.

Supplier shall also report any demand made (if any) by Uno Minda Group employees to the management of Uno Minda Group.

The Supplier should immediately report to Uno Minda Group if any employee of Uno Minda Group either directly or indirectly approaches or indicates for any undue favours, or seeks any kind of extraneous economic ties with us.

Uno Minda Group will ensure the reporting to remain confidential/protected.

7. ACCOUNTABILITY

Suppliers should behave in accordance with this code, act in good faith and exercise good judgment. The Supplier to have strict compliance framework for their respective vendors. The supplier shall also ensure good work flow to this Code of Conduct. Supplier and its' employees to take responsibility for one's actions, decisions and their consequences. If violated, the Supplier will be subject to corrective action.

For

(Supplier's Name)

Signature

Place:

Name:

Date:

Designation: