

Correct, responsible, and sustainable business management along with the assumption of corporate social responsibility underpin our business policy. Compliance is thus an essential element in ensuring the long-term success of our company. At BCS Automotive Interface Solutions (“BCS”), we are committed to fair and transparent business management. We base our activities on the applicable laws of all of the individual countries in which we operate and have offices.

Our corporate guidelines and our principles of social responsibility are binding expressions of our adoption of basic principles in the fields of human rights and working conditions, quality and environmental management, health and safety, fair market behavior and combating corruption.

“BCS Supplier Code of Conduct” (“CODE”) illustrates the values according to which BCS operates globally. BCS expects its SUPPLIERS to conform to the requirements of the CODE in their dealings with BCS, their own employees and SUPPLIERS, as well as third parties including government officials and others.

1. LEGAL AND REGULATORY COMPLIANCE

The supplier shall comply with all applicable laws and regulations, including all applicable export control laws and international trade sanctions.

The CODE is not a substitute for nor should it be considered to override the applicable laws and regulations, but sets the minimum standards of behavior that is to be followed. To the extent the supplier is unable to comply with the CODE due to laws and regulations, the supplier shall, to the extent reasonably possible, adhere to the spirit of the CODE.

If local habits or practices are in contradiction with the CODE, the supplier shall comply with the CODE.

2. FAIR AND FREE MARKET BEHAVIOR

2.1 Ethical Conduct

The supplier shall in all its operations be committed to ethical conduct and the respect for human rights in the spirit of internationally recognized standards.

2.2 Ban on Corruption

BCS expects its suppliers to have zero tolerance towards bribery and corruption.

The supplier shall ensure that its directors, employees and third parties acting on its behalf do not offer, promise, give or accept any bribes, or make or accept improper payments to obtain new business, retain existing business, or secure any other improper advantage. In particular, the supplier shall not engage in any form of bribery or kickback scheme or otherwise offer any incentive to BCS employees or their family or friends in order to obtain or retain any business.

Customary and reasonable business courtesies, including gifts and corporate hospitality (e.g. entertainment, business lunches and small gifts) are permitted, provided that they are given in compliance with applicable laws.

Any business courtesies must be reasonable both to their scope, value and frequency, and must reflect ordinary local business customs. Cash or equivalent, such as gift cards, must never be offered.

The supplier must not provide any business courtesies to a BCS employee or his/her family members in any situation in which it might influence, or appear to influence, an employee's decision in relation to the supplier.

2.3 Avoiding Conflicts of Interest

The supplier should avoid any interaction with BCS employees that may conflict, or appear to conflict, with that employee's duty to act in the best interest of BCS. The supplier shall disclose to BCS all conflicts of interests or situations giving the appearance of a conflict of interest in its engagement with BCS.

The supplier must inform BCS if a BCS employee or his/her immediate family member holds a substantial financial or other interest in the supplier. The supplier must also inform BCS if a BCS employee or his/her immediate family member holds a managerial position at the supplier or works for the supplier and such employment creates a conflict of interest or the appearance thereof.

2.4 Fair Competition

The supplier shall compete in a fair manner in compliance with all applicable competition laws and regulations. The supplier shall not enter into any agreements with its or BCS' competitors to increase prices or to restrict the availability of products. Any kind of price agreements with its or BCSs competitors are prohibited.

3. LABOR AND HUMAN RIGHTS

3.1 Non-discrimination

The supplier shall treat its employees in a fair and equal manner. The supplier shall not discriminate in the hiring or promoting of employees whether based on gender, age, religion, marital status, sexual orientation, political opinion, national or ethnic origin or other similar characteristic that does not relate to the individual's qualifications or the inherent requirements for the job.

3.2 Child or Forced Labor

The supplier must not use child or forced labor under any circumstances or contract with subcontractors or suppliers using such labor.

3.3 Respect and Dignity

The supplier shall treat its employees with dignity and respect, and shall ensure that its employees have a harassment-free working environment. The supplier shall not tolerate any type of harassment of its employees, whether direct or indirect, physical or verbal.

3.4 Wages and Benefits

The supplier shall ensure that compensation paid to its employees complies with all applicable wage laws, including those relating to minimum wages, overtime hours and mandatory benefits.

3.5 Freedom of Association

The supplier shall respect its employees' right to freely associate and bargain collectively in compliance with all applicable laws and regulations.

4. **OCCUPATIONAL HEALTH AND SAFETY**

The supplier shall provide its employees a safe and healthy working environment in compliance with all applicable laws and regulations.

Appropriate health and safety information, training and equipment shall be provided to the supplier's employees. The supplier shall also have effective safety programs in place covering at least human safety, emergency preparedness and exposure to dangerous chemicals and biological substances. The supplier's employees shall not be under the influence of alcohol or illegal drugs while working for BCS.

5. **ENVIRONMENTAL PROTECTION**

The supplier shall make all reasonable efforts to protect the environment and to keep the impact of its activities and products on the environment as low as possible. In particular, the supplier must obtain, maintain and comply with all environmental permits, licenses and registrations necessary for its operations.

The supplier shall monitor, control and appropriately treat wastewater, air emissions and other waste generated from its operations. The supplier shall strive to reduce waste to the extent possible.

The supplier must have an adequate and systematic approach to take environmental aspects into account that includes establishing a suitable environmental management system. The supplier must adhere to all applicable environmental laws and regulations and BCS requirements regarding the prohibition or restriction of specific substances.

The supplier is encouraged to determine the carbon footprint of its products.

6. **IPR AND PUBLICITY**

The supplier shall conform to all applicable laws and international treaties on intellectual property rights. The supplier shall not infringe BCS's or any third party's intellectual property rights.

Unless otherwise agreed, the supplier is not entitled to publicize its cooperation with BCS or utilize BCS trademarks without the express prior written consent of BCS.

7. PROTECTING INFORMATION

7.1 Protection of Confidential Information

The supplier should ensure that sensitive information and business secrets are appropriately protected and not passed on without authorization. To the same extent, also respect the business secrets of customers, business partners and competitors.

7.2 Information Security

The availability and integrity of information security systems is fundamental and covers all information either in analogue or digital. Personal and business-related data is protected against unauthorized access, loss, or manipulation using all of the technical and organizational means available. This is performed in consideration of applicable national legislation.

To ensure this protection in the long run, the supplier shall adopt a minimum standard of Information protection that complies of TISAX® (Trusted Information Security Assessment Exchange) or ISO/IEC 27001 (Information Security Management).

7.3 Privacy

The supplier should follow all local privacy and data protection laws. Provide clear and accurate privacy notices when collecting or processing personal data. Protect personal data to prevent improper access or mis-use.

8. MONITORING AND REPORTS

The supplier shall regularly monitor its conformance with the CODE.

The supplier shall upon request provide BCS access to all relevant information and documents needed to verify the supplier's conformance with the CODE. Should BCS have a reason to believe that the supplier may be in breach of the CODE, BCS may itself or through a third party auditor survey the supplier's premises to validate the supplier's conformance with the CODE. Dependent of the seriousness of the irregularity the notification time before that inspection will take place varies between 1-5 days.

Should the supplier have, in the reasonable opinion of BCS, materially violated the CODE, BCS is entitled to terminate the business relationship with the supplier with immediate effect.

If the supplier has a serious concern that something is not consistent with this CODE, the supplier shall report the matter to BCS. We encourage the supplier to discuss the matter with BCS' local senior management, but the supplier may also contact ethic@bcs-ais.com.

9. APPLICABILITY

By agreeing to work with BCS the supplier confirms that it and its affiliates comply with the CODE. An “affiliate” refers in this CODE to a company that is controlled by the supplier, controls the supplier or is under common control with the supplier.

The supplier shall ensure that its suppliers, sub-contractors, consultants and partners comply with the principles of the CODE.

10. ACKNOWLEDGED AND APPROVED

The BCS Supplier Code of Conduct is a mandatory document which needs to be accepted by all suppliers supplying goods or services to BCS.

Please document your acceptance and intent to fully comply by uploading this official document to the BCS-SRM system (Supplier Relation Management), signed twice by authorized representatives of your company.

Written acceptance of BCS Supplier Code of Conduct via this form is a prerequisite for BCS suppliers to be awarded new business.

(Supplier Name)

Signature and company stamp: _____

Printed Name: _____

Title: _____

Date: _____

Signature and company stamp: _____

Printed Name: _____

Title: _____

Date: _____