

**DELPHI TECHNOLOGIES  
SUPPLIER CODE OF CONDUCT**

Thank you for joining Delphi Technologies in its commitment to integrity in business. By agreeing to this Supplier Code of Conduct, you agree to the following:

**1. Other Agreements with Delphi Technologies.**

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

**2. Applicable Laws, Regulations, and Policies.**

You agree to comply with all the laws, regulations of the United States, the United Kingdom and any other territory in which you or they conduct business, and Delphi Technologies policies, that apply to you in your line of business.

**3. Labor Practices.**

When hiring, you 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. You will respect local laws on minimum wages, work hours, and working conditions, and you will provide your work force with reasonable periods of rest and leave for illnesses and emergencies. Further, neither you nor your 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).

**4. Support a Safe and Healthy Workplace.**

The health and safety of our employees is the highest priority at Delphi Technologies, and that priority extends to the employees of our suppliers. Thus, you agree to follow all applicable health and safety laws, regulations, and policies at all of your locations. You 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.

**5. Avoid Conflicts of Interest.**

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

**6. Avoid Improper Gifts and Gratuities.**

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

**7. Compete Fairly.**

We all benefit from fair, free and open markets, and we work to outperform our competition fairly and honestly. As our supplier, you agree to compete strictly on the merits of your products and services and make no attempts to restrain or limit trade in violation of applicable antitrust or competition laws.

**8. Comply with Trade Restrictions & Controls.**

You understand that any goods, software, technology, technical data, or services supplied to Delphi Technologies may be subject to the jurisdiction of export controls or trade sanctions and you agree to comply with applicable export controls and sanctions (including those of the U.S.). You agree not to resell, supply, or otherwise transfer or release any goods, software, technology, or technical data, supplied to you by Delphi Technologies to any person if you know or have reason to believe that such person intends to export, re-export, release or otherwise transfer the same in violation of export controls and sanctions. You 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, you agree to comply with regulations that may apply to your business regarding the exploitation and trade of conflict minerals originating in the Democratic Republic of the Congo and adjoining countries.

**9. Respect and Protect the Environment.**

You agree to comply with all laws and regulations relating to environmental protection and to join Delphi Technologies 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 your business decisions. Your systems should tend to restore and preserve the environment, reduce waste and pollutants, conserve resources, and recycle materials at every stage of the product life cycle. You agree to support the elimination of materials and methods that pose environmental and health risks (or hazards) and work to minimize the impact of your operations and that of your suppliers on the environment. Also, your management systems should continually assess and seek to reduce the adverse impact of your facilities and products on the environment and on the communities in which your company operates.

**10. Anti-Corruption.**

You agree to comply with the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and other applicable

laws and regulations prohibiting public or commercial bribery, extortion, kickbacks, and all or other unlawful or improper means of conducting business in any relevant jurisdiction (“**Anti-Corruption Laws**”). You agree to fully cooperate with Delphi Technologies in ensuring compliance with all Anti-Corruption Laws.

You will not, in violation of any law, accept or agree to accept, directly or indirectly, in connection with the services and goods that you provide to Delphi Technologies, any consideration of any kind from a person or entity in return for any improper benefit. Neither you nor any of your 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 or any government entity for or on behalf of Delphi Technologies or 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.

You will not, without prior written approval from Delphi Technologies’ legal counsel, use or employ any third party to interact with any government official or government entity for on behalf of Delphi Technologies.

You agree to have reasonable procedures to inform and train your employees so as to promote compliance with these laws.

**11. Data Privacy.**

It is essential that the personal data of all stakeholders within the supply chain is respected and kept private and confidential. This is especially important in European jurisdictions where the General Data Protection Regulation applies, but is also important more broadly. On this basis, you agree to comply with all applicable data protection laws wherever you do business and you agrees to support Delphi Technologies in its compliance efforts with all applicable data protection laws. This general commitment by both parties does not relieve, remove, or replace, either party's obligations or rights under any applicable data protection laws.

**12. Responsibility for Third Parties.**

You will ensure that any person associated with you, including any supplier or contractor, who is providing goods or services to you or to us in connection with your services does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on you under this Supplier Code of Conduct. You shall be responsible for the observance and performance by such persons of those terms, and shall be directly liable to us for any breach by any such person.

**13. Reporting Commitment.**

- To ensure that we continuously apply our Code of Ethical Business Conduct and maintain the highest ethical standards, we encourage our employees – and you, our supplier, agree – to report any activity that you become aware of that suggests a violation of the law, our Code of Ethical Business Conduct, or that is inconsistent with ethical business practices. You may report concerns or violations to any of the following, as appropriate:
- The Delphi Technologies Buyer that is your primary contact
- The Delphi Technologies Legal Staff for the region in which you are located

- The Delphi Technologies BeTheVoice Line at <https://bethevoice.ethix360.com>. The **Delphi Technologies BeTheVoice Line** is a channel to notify the Company, on an anonymous basis if requested, and subject to local law, about concerns regarding ethics and compliance at Delphi Technologies. 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. We will not tolerate retaliation against that supplier. Similarly, you agree to abide by our stated decree that retaliation against anyone who in good-faith questions or reports a suspected violation of any agreement with Delphi Technologies, our Code of Ethical Business Conduct, this Supplier Code of Conduct or any applicable law or regulation is strictly forbidden.

#### **14. Management Processes.**

You agree that you will have management processes that:

- Audit your compliance, and make management accountable for complying, with this Supplier Code of Conduct, your agreements with Delphi Technologies, and with laws and regulations that apply to your activities.
- Require risk assessments and risk management of environmental, health and safety, and labor practice risks related to your activities.
- Ensure the integrity of your financial reports and information in accordance with applicable generally accepted standards.
- Provide for communication channels that allow your employees to report concerns or unethical practices within your organization.
- Design and oversee policies for the ethical conduct of business within your 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.
- Design and oversee policies and practices for promoting ethical business practices among your supply chain.
- Promote the well-being of the communities in which you do business.

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Please print this page and complete the following information. Email a pdf file of only this page to [USMITRY.Delphi.PT.GSM@delphi.com](mailto:USMITRY.Delphi.PT.GSM@delphi.com).

By signing below, you agree that you 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: (print) \_\_\_\_\_

Company Representative Signature: \_\_\_\_\_

Company Representative Name: (print) \_\_\_\_\_

Date: (print) \_\_\_\_\_