

Supplier Code of Conduct

Geely Holding Group

This *Supplier Code of Conduct* (the “Code”) sets forth the requirements that Geely expects all its suppliers to meet in working conditions and human rights, health and safety, business ethics, and environmental protection, etc. This Code shall be deemed an integral part of any agreement between the Supplier and Geely. During their business relationship with Geely, suppliers shall comply with applicable laws and regulations as well as the principles set out in the Code. When choosing their own suppliers, suppliers shall conduct appropriate due diligence and require such sub-suppliers to also comply with the principles set out in the Code. The requirements stipulated in this Code may be different from the local laws, regulations or business practices of a particular country. If the standards set by local laws, regulations or business practices are higher than those specified in this Code, the local laws, regulations or business practices shall apply; otherwise, this Code shall prevail. Geely reserves the right to make reasonable changes to this Code from time to time. Geely means Zhejiang Geely Holding Group and affiliates controlled by or under common control with it. Supplier means any individual or entity that directly or indirectly provides raw materials, products or services to Geely.

The Supplier promises to abide by the following principles in the business related to Geely:

- **Working Conditions and Human Rights**

- 1. **Forced Labor**

- Suppliers shall not use any form of force labor.

- 2. **Child Labor**

- Suppliers shall not use child labor in any form. It is not allowed to hire minors below the minimum age of workers stipulated by applicable laws.

- 3. **Employment Agreement**

Suppliers shall ensure the working conditions of employees to meet all applicable laws and regulations. In addition, suppliers shall execute a written employment agreement with employees as required by applicable laws and regulations, and such employment agreement shall clearly stipulate the employment conditions in explicit and easy-to-understand text.

4. Wages and Benefits

Suppliers shall pay employees wages and benefits that meet or exceed the local legal minimum standards. Wages and benefits shall be paid in full and in a timely manner in accordance with applicable laws and regulations.

5. Working Hours

Suppliers shall comply with applicable laws regarding working hours, including but not limited to overtime and overtime compensation.

6. Non-Discrimination and Equal Opportunities

Suppliers shall not engage in any form of discrimination against any employee based on gender, race, religion, age, marital status, maternity status, disability, sexual orientation, nationality, political opinion, union affiliation, social background, and any other characteristics protected by applicable laws. All employees should be treated with equal respect.

● Health and Safety

7. Suppliers shall comply with all applicable health and safety laws and regulations.

8. Suppliers shall take effective measures to prevent accidents and formulate emergency plans. Suppliers shall also provide guidance to employees to reduce health and safety risks and impacts.

● Anti-corruption and Anti-bribery

9. Suppliers' behavior must comply with applicable anti-corruption and anti-bribery laws and regulations. According to Geely's zero tolerance policy on corruption and bribery, suppliers shall not engage in or tolerate any behavior that may be understood as corruption or bribery.
10. Suppliers shall not provide or accept any form of improper benefits intended to improperly influence business decisions.
11. If any Geely employee asks any supplier to provide any improper benefits in violation of this Code, the supplier shall refuse and promptly notify Geely in accordance with Section 34 below.

● **Conflict of Interest**

12. Suppliers shall avoid situations that may involve a conflict of interest or the appearance of a conflict of interest with Geely, and the business judgement, performance or decision-making of employees of Geely or any supplier shall not be influenced by other factors such as private interests.
13. Suppliers shall promptly inform Geely in accordance with Section 34 below if:
 - (1) a supplier's employee (or any of his or her family members) has a personal relationship (e.g., is a family member or a friend) with a Geely employee who is in a position to make or influence decisions which may benefit the supplier's business;
 - or
 - (2) a Geely employee (or any of his or her family members) has any kind of financial dealings with the supplier.

● **Fair Competition and Anti-trust**

14. Suppliers shall comply with the principle of fair competition and abide by anti-trust and anti-unfair competition laws and regulations.
15. Suppliers shall avoid entering into any understandings or agreements with competitors or business partners that may hinder competition.

16. Suppliers shall obtain business opportunities through fair competition. They must ensure that any representations, statements or other information they provide to Geely are true and accurate.

● **Trade Sanctions and Export Control**

17. When conducting business with Geely, suppliers shall comply with all relevant laws and regulations concerning export control and trade sanctions.

18. Suppliers shall provide Geely with all information and documentation necessary to support Geely's compliance with relevant export control requirements when Geely is exporting or re-exporting the supplier's goods, software or technology.

● **Privacy Protection**

19. Suppliers shall comply with applicable data protection laws and regulations when conducting business with Geely.

20. Suppliers shall protect Geely's personal data in accordance with the requirements of applicable laws and regulations. In the event of any improper disclosure, theft or misuse of personal data, Suppliers shall promptly report to Geely in accordance with Section 34 below.

● **Environmental Protection**

21. Suppliers shall comply with all applicable environmental laws and regulations.

22. Suppliers shall obtain all necessary environmental permits and related certifications and update them in a timely manner, and comply with all the requirements specified in these documents.

23. Suppliers shall adopt strategies to reduce emissions, save natural resources, and reduce the impact of business activities on the environment.

24. Suppliers shall be open and transparent and shall provide Geely with necessary environmental data in accordance with its requirements.

- **Conflict Minerals**

25. Suppliers shall exercise due diligence in their supply chain to ensure that the extraction or trade of minerals or metals contained in the products supplied to Geely does not infringe on human rights, violate business ethics, or harm the environment, and the proceeds from sales shall not be used to fund armed conflicts.
26. Suppliers shall support and cooperate with Geely's efforts to secure full transparency and traceability of its conflict mineral supply chain.

- **Confidential Information and Intellectual Rights Protection**

27. Geely may share confidential information or intellectual property with suppliers. When dealing with Geely's confidential information, suppliers shall comply with the confidentiality agreement signed by both parties and take appropriate measures to protect Geely's confidential information from improper disclosure, theft or misuse.
28. Suppliers shall not infringe the trade secrets or intellectual property rights of any third party in their daily operations, and shall take appropriate measures to ensure that Geely-related businesses do not infringe any intellectual property rights or inappropriately use any confidential information.
29. Suppliers shall treat Geely's intellectual property in the same way and in particular shall protect it from improper disclosure, theft or misuse at all times.

- **Inspection and Evaluation**

30. Suppliers shall establish appropriate mechanisms, such as publishing their own codes of conduct and related policies and procedures to ensure that their employees and other related personnel fully understand and comply with the provisions of this Code.
31. Geely may inspect and evaluate the supplier's compliance with this Code with prior notice. Suppliers shall actively cooperate

and provide materials necessary for such inspection and evaluation.

- **Consequences of Violations**

32. Suppliers agree that a violation of any of their obligations or undertakings under this Code is a material breach of contract, wherein Geely may claim appropriate remedies, including requiring the Supplier to pay damages and implement appropriate corrective actions within a reasonable time, etc. If the violation is grave, Geely may terminate its cooperation with the Supplier, including termination of the contract, cancellation of orders, etc.

- **Modifications and Changes**

33. Geely reserves the right to make reasonable modifications to this Code in accordance with changes of applicable laws and regulations, etc.. The updated Code will be posted on the official website of Zhejiang Geely Holding Group ([website](#)) and Geely need not give any further notice. In such cases, the updated Code is effective without Suppliers' prior consent.

- **Communication Channel**

34. To raise any question about the Code or report any possible violation, please contact Geely at coc@geely.com. Geely will keep the identity of the whistleblowers confidential.

35. Suppliers shall not retaliate against the whistleblowers.