

GEELY SUPPLIER CODE OF CONDUCT

Geely 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 Geely and its suppliers. During their business relationship with Geely, suppliers shall comply with applicable laws, regulations and the principles set out in this Code. When choosing their own suppliers related to Geely, suppliers shall conduct appropriate due diligence and require such sub-suppliers to also comply with the principles set out in the Code.

The requirements set forth in this Code may differ 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 is committed to respecting International Labor Organization conventions and expects its suppliers to also commit to respecting the conventions.

Geely refers to Zhejiang Geely Holding Group and affiliates controlled by or under common control with it. Supplier refers to any individual or entity that directly or indirectly provides raw materials, products or services to Geely.

The suppliers promise to abide by the following principles in the business related to Geely:

- **Working Conditions and Human Rights**

- 1. Forced Labor**

Suppliers shall respect the International Labor Organization's Forced Labor Convention and the Abolition of Forced Labor Convention, and eliminate all forms of forced labor, slavery and human trafficking. Suppliers shall not use misleading or deceptive methods when providing employment opportunities; shall not charge recruitment fees or related costs to job seekers and employees; shall not retain, destroy, or conceal employees' resident ID cards or other passports; shall not require employees to provide guarantees or collect money from employees in other names; shall not insult, physically punish, beat, illegally search or detain employees; and shall not use violence, threats or illegal restrictions on personal freedom to force labor.

2. Child Labor

Suppliers shall respect and support children's rights, including the United Nations Convention on the Rights of the Child and the Children's Rights and Business Principles, and shall eliminate the employment of child labor and firmly oppose any use of child labor. Suppliers shall adopt effective procedures and methods to identify the age of workers during recruitment to ensure that workers must meet the minimum working age stipulated in the International Labor Organization's Minimum Age Convention and applicable local laws upon employment, and prevent the accidental recruitment of child labor due to workers providing false age documents; and shall establish and maintain remedial measures such as child labor relief programs. Once child labor is discovered, suppliers shall immediately stop their work, terminate the employment of child labor and initiate child labor relief program.

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 terms in an easily understandable manner..

4. Freedom of Association and Collective Bargaining

Suppliers shall respect employees' rights to freedom of association (such as trade unions) and collective bargaining in accordance with the laws and regulations of the place of operation, and protect employees from discrimination, harassment, coercion or retaliation for exercising their rights to form, join, or refuse to join trade unions and engage in collective bargaining.

5. Wages and Benefits

Suppliers shall provide fair wages and benefits, paid leave and health protection in accordance with applicable laws and regulations, local market conditions and living standards. Wages shall be paid in full and on time, showing legitimate deductions in the payslips.

6. Working Hours

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

7. Prohibition of Workplace Violence and Harassment

Workplace violence and harassment, including physical, psychological, sexual and other forms of workplace violence and harassment, shall be strictly prohibited, to promote a harmonious and inclusive working environment.

8. Non-discrimination and Equal Opportunities

Suppliers shall not discriminate in any form against employees in terms of employment, promotion and remuneration based on gender, race, color, religion, age, origin, educational background, marital status, maternity status, disability, sexual orientation, nationality, political opinion, union affiliation, social background, and any other characteristics protected by applicable laws. All employees shall be treated with equal respect. Suppliers shall commit to respecting and supporting the rights of women, children, migrant workers, people with disabilities, indigenous people and relevant conventions, such as the Convention on the Elimination of All Forms of Discrimination against Women and the United Nations Declaration on the Rights of Indigenous Peoples.

● Health and Safety

9. Suppliers shall comply with all applicable health and safety laws and regulations.
10. Suppliers shall take various risk prevention and health promotion measures to provide all employees with various necessary safeguards that meet occupational health and safety standards, prevent accidents and formulate contingency plans, and provide guidance to employees to reduce health and safety risks and impacts.

● Anti-corruption, Anti-bribery and Anti-money Laundering

11. Suppliers' behavior must comply with applicable anti-corruption, anti-bribery and anti-money laundering laws and regulations. According to Geely's zero-tolerance policy on corruption, bribery and money laundering, suppliers shall not engage in or tolerate any acts of corruption, bribery or money laundering.
12. Suppliers shall not provide or accept any form of improper benefits intended to improperly influence business decisions.
13. If any Geely employee requests any supplier to provide any improper benefits in violation of this Code, the suppliers shall refuse and promptly notify Geely in accordance with Section 40 of this Code.

- **Conflict of Interest**

14. Suppliers shall avoid situations that may involve 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.
15. Suppliers shall promptly notify Geely in accordance with Section 40 of this Code 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;
 - (2) a Geely employee (or any of his or her family members) has any kind of interest relationship or financial dealings with the supplier.

- **Fair Competition and Anti-trust**

16. Suppliers shall comply with the principle of fair competition and abide by anti-trust and anti-unfair competition laws and regulations.
17. Suppliers shall avoid entering into any understandings or agreements with competitors or business partners that may hinder competition.
18. 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.

- **Export and Trade Compliance**

19. When conducting business with Geely, suppliers shall comply with all applicable laws and regulations related to export and trade.
20. 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**

21. When conducting business with Geely, suppliers shall comply with applicable privacy protection laws and regulations.
22. 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 40 of this Code.

- **Environmental Protection**

23. Suppliers shall comply with all applicable environmental laws and regulations.
24. 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.
25. Suppliers shall be committed to setting environmental performance targets, implementing effective environmental management systems, continuously monitoring and improving environmental performance; shall proactively reduce pollutants, waste and carbon emissions, protect and conserve natural resources (including but not limited to forests, water and land) and energy utilization, and promote green procurement (including the selection of environmentally friendly and low-carbon, recycled materials and renewable energy, etc.), so as to effectively adapt to and mitigate climate change, avoid damage to the ecological environment and biodiversity, and reduce the impact of products, services and related business activities on the environment.
26. Suppliers shall be open and transparent and shall provide Geely with necessary environmental data in accordance with its requirements.

- **Responsible Minerals**

27. Suppliers shall conduct responsible mineral procurement based on the Organization for Economic Cooperation and Development Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas (the “OECD Guidance”). Suppliers shall at least conduct due diligence on conflict minerals (including: tin, tantalum, tungsten and gold, commonly referred to as "3TG") and require their own suppliers to comply with relevant regulations to ensure that the minerals or metals contained in the products supplied to Geely are free from human rights abuses, violations of business ethics and environmental hazards in the process of extracting, processing and trading, and that the proceeds from their sales shall not be used to fund armed conflicts.

28. Geely strives to ensure the transparency and traceability of the supply chain of conflict minerals and expanded minerals (such as nickel, cobalt, lithium, mica, graphite, manganese, steel, aluminum, copper, wool, etc.). Suppliers shall provide support and cooperation: (1) Acknowledge and comply with Geely's policies on key materials; (2) Provide traceability information on key materials in relevant products, components or raw materials, including but not limited to production processes, logistics and transportation, and upstream supplier information; (3) Cooperate in the implementation of Geely's procedures related to responsible sourcing and traceability of key materials, including but not limited to assessment questionnaires and audits.
29. If the suppliers determines that any key materials in any products, components or raw materials supplied to Geely originate from conflict-affected and high-risk areas as defined in the OECD Guidance, the suppliers shall immediately notify Geely.

● **Confidential Information and Intellectual Rights Protection**

30. 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.
31. 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.
32. 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, Evaluation and Remedies**

33. Suppliers shall establish appropriate mechanisms, such as allocating appropriate resources and professionals to be responsible for the daily operation of this Code, and publishing their own codes of conduct and related policies and procedures to ensure that their employees and relevant personnel fully understand and comply with the provisions of this Code.
34. 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.

35. Geely expects suppliers to be committed to providing remedial measures for individuals, employees, or communities who may be or have been adversely affected, and commit not to hinder affected parties from using other legal remediation channels or procedures.

● **Consequences of Violations**

36. 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 compensation for losses from the suppliers and request their corrective actions within a reasonable time, etc as appropriate. If the violation is grave, Geely may terminate its cooperation with the suppliers, including termination of the contracts, cancellation of orders, etc.

● **Modifications and Changes**

37. 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 (<http://zgh.com>) and Geely need not give any further notice. In such cases, the updated Code is effective without Suppliers' prior consent.

38. This Code has two versions in Chinese and English, which are equally valid. If there is any ambiguity between the Chinese and English versions, the Chinese version shall prevail.

● **Training**

39. Authorized representatives of the suppliers shall review and confirm this Code annually, actively participate in Geely's training related to this Code to enhance their understanding and ability to fulfill the relevant commitments in this Code, and confirm in the supplier management platform. Meanwhile, appropriate measures (such as training) shall be taken to ensure that their employees, subcontractors and sub-suppliers engaged in matters related to Geely understand and comply with this Code, applicable laws, regulations and standards.

- **Consultation, Reporting and Grievance Channels**

40. Geely encourages employees of all suppliers, subcontractors and sub-suppliers, as well as other stakeholders, to consult, report and file a grievance through appropriate channels. If you have any questions about this Code or find any situation that violates the provisions of this Code, or if you wish to complain about the adverse impact that the supplier's behaviors may have or have had on you, please contact Geely at coc@geely.com. Geely will keep the identity of the complainants and whistleblowers strictly confidential.
41. Suppliers shall not retaliate against complainants or whistleblowers (including employees who initiate reports, whistleblowers on behalf of employees, and other stakeholders who report).
42. Suppliers shall communicate effectively (including in languages familiar to employees) the provisions of this Code and the communication channels provided by Geely to their employees and their own suppliers.