

## BMW TechWorks India Suppliers' Code of Conduct

This Code sets forth the minimum requirements for any entity (hereinafter referred to as "Suppliers") providing goods or services to BMW TechWorks India Private Limited (hereinafter referred to as "BTI"). These standards align with BTI's core values and the principles stated in BTI's Code of Conduct. They apply to all Suppliers, including their affiliates and subsidiaries worldwide.

### 1. Compliance with Laws

Suppliers shall always conduct their operations in full compliance with all applicable laws, regulations, and legal requirements.

### 2. Labor and Human Rights

Suppliers are expected to uphold and respect internationally recognized human rights and labor standards at all times. The following principles outline BTI's minimum expectations in this regard:

- a) Suppliers shall respect the fundamental human rights of all individuals and treat their workers with dignity and respect. Under no circumstances shall Suppliers participate in or support any form of human rights abuse.
- b) Suppliers shall not engage in, or benefit from, any form of forced labor, bonded labor, involuntary servitude, slavery, or human trafficking.
- c) Suppliers shall only employ individuals who meet the applicable minimum legal age for employment. In no case shall anyone under the age of 16 be employed, regardless of local law exceptions. However, individuals aged 15 or older may be engaged under a bona fide apprenticeship program that is legally recognized and designed to provide instruction in specific industrial skills, in conjunction with their enrolment in an educational institution.
- d) Suppliers shall comply with all applicable laws regarding working hours, wages, and overtime. Workers must be compensated at least the minimum wage mandated by law or the prevailing industry standard—whichever is higher.
- e) Suppliers shall not charge workers recruitment fees or related costs, nor shall they require deposits or other forms of financial commitment as a condition of employment.
- f) Suppliers shall employ workers based on their ability to perform the job, treat them with dignity and respect, and shall not engage in or permit corporal punishment, threats, or acts of violence. Suppliers shall not engage in any discrimination or harassment, whether based on gender, race, color, religion, ethnicity, social background, age, sexual orientation, national origin, disability, political conviction, or any additional legally protected characteristics.
- g) Suppliers shall respect employees' rights to join or not join any lawful organization, including but not limited to trade unions and works councils, and shall comply with all applicable laws pertaining to freedom of association and collective bargaining.
- h) Suppliers are expected to implement effective due diligence processes to identify, assess, and mitigate potential human rights risks. Relevant systems should be in place to enable workers to raise concerns without fear of retaliation.
- i) Suppliers shall carry out their business activities in line with the international human rights instruments and applicable human rights laws including but not limited to the Universal Declaration of Human Rights and the International Labor Organization Declaration on Fundamental Principles and Rights at Work.

### 3. Health and Safety

BTI is committed to safeguarding the health and safety of employees, officers, directors, agents and contractors ("personnel").

- a) Suppliers shall comply with BTI's Environment Health and Safety Policy, or any site-specific safety requirement or protocol while on-site at any location(s) or customer site.
- b) Suppliers shall:
  - i) Take responsibility for the health and safety of their personnel.
  - ii) Ensure a safe work environment and minimize physical and chemical hazards through proper design, engineering and administrative controls, preventative maintenance and safe work

- procedures as well as ongoing safety training.
- iii) Provide workers with appropriate personal protective equipment where hazards cannot be adequately controlled by other means.
- iv) Provide and properly maintain physical guards, interlocks, and barriers where machinery presents a potential injury hazard to workers.
- v) Minimize the impact of emergency situations through the implementation of emergency plans and response procedures.
- vi) Provide training and ensure that their personnel are appropriately trained and educated with respect to health and safety matters.

## **4. Environment and Sustainability**

At BTI, environmental and sustainability considerations are an integral part of our business practices.

- a) Suppliers shall maintain all required environmental permits and registrations and follow the operational and reporting requirements of such permits.
- b) Suppliers shall comply with all applicable product stewardship requirements including laws, regulations, industry standards and BTI or BTI's customers' requirements as communicated to Suppliers from time to time.
- c) Suppliers shall provide BTI with information upon request for demonstrating Product Stewardship Requirements, including, but not limited to, Material Declarations, as applicable.
- d) Suppliers shall cooperate with BTI in evaluating the environmental impacts of products in line with international or other standards as defined by BTI, upon request.
- e) Suppliers shall minimize environmental pollution and make continuous improvements to reduce or eliminate solid waste, wastewater and air emissions by implementing appropriate conservation measures in their production, maintenance, and facility processes.
- f) Suppliers shall manage, control, treat and/or dispose of non-hazardous solid waste, wastewater, and/or air emissions generated from operations as required by applicable laws, before discharge.
- g) BTI expects and encourages its Suppliers to support the achievement of our sustainability goals, including contributing to our efforts to reduce greenhouse gas emissions.

## **5. Integrity, Ethics and Compliance**

Suppliers shall commit to the highest standards of ethical conduct when dealing with their personnel, suppliers, customers, and other relevant stakeholders.

- a) Suppliers shall accurately record and disclose information regarding their business activities, structure, financial situation, and performance in accordance with applicable laws as well as prevailing industry business practices.
- b) Suppliers shall prohibit any and all forms of fraud, extortion, theft, money laundering, or embezzlement by their personnel.
- c) Suppliers shall respect intellectual property rights and safeguard BTI information. Transfer of technology and know-how should be done in a manner that safeguards confidential information and intellectual property rights, both of which are valuable business assets.
- d) Suppliers shall use data and current and emerging technology, such as Artificial Intelligence (AI), responsibly. Suppliers shall handle data with the utmost care, ensuring transparency, privacy, and security. Suppliers shall not expose confidential information in technologies, applications or programs that are not authorized by BTI or that increase the risk that such confidential information will be divulged. Suppliers shall perform proper testing, monitoring, and verification of their AI-based products or services to ensure security, quality and accuracy.
- e) Suppliers shall implement processes and procedures and exercise due diligence to detect and avoid counterfeit parts.
- f) Suppliers shall conduct business in accordance with all applicable competition and anti-trust laws and regulations. Suppliers shall not enter into formal or informal anti-competitive arrangements or practices that improperly restrict competition.
- g) Suppliers shall avoid conflicts of interest or mitigate appropriately in case any such conflict arises.

## 6. Anti-Corruption

BTI is committed to complying with all anti-corruption laws that prohibit bribes, kickbacks, or other corrupt actions to obtain or retain business or obtain any improper advantage.

- a) **No Bribes or Kickbacks:** Suppliers shall not directly or indirectly solicit, receive, or offer any form of bribe, kickback, or other corrupt payment to or from any person or organization, including but not limited to government agencies or officials, companies or personnel of those companies.
- b) **Gifts and Entertainment:** BTI expects all Suppliers to refrain from offering or accepting any kind of gift, in any form, when conducting business with BTI. In the rare instance that a Supplier offers a gift to a BTI employee, the following conditions must be met:
  - The gift is a modest, low-value promotional item and is not provided in the form of a voucher or any cash equivalent.
  - The gift is unsolicited;
  - The gift is not illegal and does not violate this Code or BTI's Gift Policy;
  - The gift is not a bribe, kickback or other illicit payment;
  - The gift is not given in exchange for any favor or consideration;
  - The gift would not embarrass BTI if disclosed publicly; and
  - The gift does not create the appearance or implication that the gift giver is entitled to preferential treatment, an award of business, better prices or improved terms of sale.

## 7. Trade Controls and Sanctions and Embargoes Compliance

Suppliers shall comply with all applicable trade controls, sanctions, and embargoes when importing, exporting, or transferring goods or technology and shall obtain all necessary authorizations, permits or licenses to ensure timely and compliant delivery.

Suppliers shall have appropriate trade compliance procedures in place that include effective management of the export of controlled goods or technology, and screening of third parties and transactions against applicable trade controls, sanctions and embargoes.

## 8. Compliance Monitoring

Suppliers shall allow BTI and/or its representatives or agents access to Supplier's facilities and all relevant records associated with the products and services provided to BTI. Suppliers and BTI shall establish a mutually agreeable date and time for access. However, risks to BTI's business may require immediate access to the products, services and associated records and Suppliers shall accommodate BTI's reasonable access as required.

Suppliers also agree to cooperate with BTI to investigate any allegations of wrongdoing, misconduct, or corruption.

## 9. Breach of the Code

Suppliers must promptly notify BTI of any known breach of this Code and take immediate steps to address the issue. A written corrective action plan must be submitted to BTI, detailing measures to remedy the non-compliance within a specified timeframe.

# BMW TechWorks India

BTI reserves the right to take appropriate action in response to a breach, which may include, but is not limited to, suspension of future orders or termination of the existing business relationship. Additionally, BTI may hold Suppliers accountable for reasonable costs incurred during the investigation of the non-compliance.

## **10. Reporting Processes**

Suppliers shall implement processes to ensure that their personnel can raise concerns and report grievances to BTI (including concerns related to non-compliance with applicable laws, ethical or criminal or human rights violations or other suspected wrongdoings or misconduct) and, where law mandates, also anonymously, and that protect the individual who reports a concern or grievance in good faith or who assists with an investigation from retaliation.

BTI's Ethics Email ID is available to all Suppliers and their personnel as a channel to raise concerns, seek guidance, or report any issues related to this Code of Conduct.

To report any violations or concerns, Suppliers and their personnel may contact BTI's Ethics Committee via [ethics@bmwtechworks.in](mailto:ethics@bmwtechworks.in).