

ECARX Supplier Code of Conduct

Introduction

ECARX is dedicated to establishing business partnerships with high ethical standards. We believe that the supplier is an integral part of our success, and the behaviour and practices of the supplier can have a profound impact on our business and reputation. Therefore, we expect the supplier to share our values and actively adhere to ethical and legal standards, striving to uphold our collective reputation.

This Supplier Code of Conduct (this "**Code**") serves as the foundation for the collaborative relationship between ECARX and your company. Its purpose is to ensure that our business partners demonstrate the highest level of professional integrity and ethical standards in various business dealings. The supplier is expected to carefully read this Code, complete the accompanying "Supplier Compliance Questionnaire" and sign and seal it to the extent applicable.

We express our sincere appreciation to your company for your support of ECARX's compliance work.

ECARX Group
28 May 2024

I. Scope and Applicability

1. This Code applies to:

- 1.1. The Suppliers of ECARX (Hubei) Tech Co., Ltd. and its Affiliated Companies, including but not limited to JICA Intelligent Robot Co., Ltd., JICA Automotive Electronics (Hangzhou) Technology Co., Ltd.

- 1.2. The Suppliers of ECARX Technology Limited and its Affiliated Companies, including but not limited to ECARX Limited, ECARX Sweden AB, ECARX GmbH, ECARX Americas Inc. and any future subsidiaries legally established by ECARX Holdings Inc. and their branches and subsidiaries (collectively referred to as "ECARX" or "we").

2. A "Supplier" in this Code refers to a third-party organisation that:

- 2.1. Supplies products and/or services for ECARX's internal purposes.
- 2.2. Supplies products and/or services for ECARX to resell as the supplier's authorised reseller; and

- 2.3. Supplies products and/or services to ECARX for the benefit of ECARX's end customers.

II. Policy Content

3. Compliance with Laws and Regulations and this Code

- 3.1. The Supplier must commit to ensuring that all activities related to this Code, whether conducted directly or indirectly with ECARX, comply with all applicable laws. This includes, but is not limited to, the laws of the People's Republic of China (the "PRC"), the United States, the United Kingdom, Europe, and any other countries and regions where the business is conducted. These laws encompass, but are not limited to, regulations in all relevant regions concerning the manufacturing, labelling, transportation, import, export, licensing, approval, performance, and/or certification of goods/services mentioned in this Code. Additionally, the Supplier commits to adhering to laws related to anti-corruption, fair competition, anti-money laundering, data and network security, international trade and sanctions, environmental protection, wages, working hours and conditions, , discrimination, occupational health, and other relevant legal aspects.
- 3.2. The Supplier must commit to strict compliance with this Code. In instances where there is a conflict between this Code and applicable laws or mandatory regulations, the latter will prevail. In cases of inconsistency between this Code and the business cooperation contract signed by both parties, the business cooperation contract signed by both parties will apply.

4. Anti-Corruption

- 4.1. The Supplier must not take any actions that would cause ECARX or any of its directors, executives, employees, subsidiaries, or Affiliated Companies to violate the PRC laws, the UK Bribery Act, the U.S. Foreign Corrupt Practices Act, and/or any applicable anti-corruption laws and regulations where business is conducted (collectively referred to as "anti-corruption laws"). The Supplier, and their Affiliated Companies, must not violate any applicable laws and regulations which prohibits bribery, extortion, or receipt of kickbacks, or any other illegal or improper conduct.
- 4.2. The Supplier must not directly or indirectly provide, pay, or agree to pay any form of compensation to any Government Official to influence their actions, decisions, or inaction within the scope of their official duties. The Supplier must also not directly or indirectly provide, pay, or agree to pay any form of compensation to any other individual in exchange for any improper benefit.
- 4.3. Except as permitted by applicable laws and regulations, the Supplier must not directly or indirectly provide any money or other valuables to any Government Official or Government Agency. This includes, but is not limited to, providing any gifts, travel,

entertainment, expenses, or other valuables directly or indirectly to any Government Official or Government Agency.

- 4.4. Without the written approval of ECARX, the Supplier must not use or engage any third party to interact with Government Official or government entities on behalf of ECARX, nor must they directly or indirectly make any political contributions or expenditures on behalf of ECARX.
- 4.5. The Supplier must ensure that any Affiliated Companies of the Supplier (if applicable) providing services under this Code, as the supplier, do so exclusively based on written contracts. These written contracts should impose on the Affiliated Companies the same obligations as those imposed on the Supplier by this Code. The Supplier must be responsible for ensuring compliance and performance of any such contracts by its Affiliated Companies and must be directly liable to ECARX for any breach of such contracts by the Affiliated Companies (if applicable).
- 4.6. The Supplier must not engage, and must ensure that its Personnel do not engage, in the following activities, including but not limited to:
 - a. Offering cash, gifts, shopping cards, securities, valuable items, kickbacks, gratuities, benefits, fees, equity interests, or providing pornography services or sexual bribery to ECARX Personnel for any reason.
 - b. Reimbursing, pay on behalf of, or in any other way directly or indirectly assume expenses that should be personally borne by ECARX or its Personnel. This includes, but is not limited to, reimbursing ECARX Personnel for personal external investment activities, lending a car to ECARX Personnel (temporary use excluded), lending money to ECARX Personnel, funding housing renovations for ECARX Personnel, arranging weddings, funerals, and marriages for ECARX Personnel, organizing work for spouses and children of ECARX Personnel, and arranging domestic or international travel for ECARX Personnel.
 - c. Providing ECARX Personnel with banquets, fitness activities, KTV, bathing, or engaging in entertainment activities involving gambling, drugs, or other illicit activities that may influence the fair execution of their duties.

Giving ECARX Personnel any other form of benefits or advantages by any means or under any pretext.

5. Sanctions and Export Control

If the services or goods provided by the Supplier involve export control issues, the Supplier must comply with all applicable U.S. export control, sanctions, and other trade compliance laws, as well as the laws of the applicable countries or regions where transactions occur. The Supplier agrees to adhere to applicable export control restrictions and trade sanction

regulations, including but not limited to export bans on prohibited countries, import bans on sanctioned countries, trade bans on transactions involving property originating from sanctioned countries, travel bans to or from sanctioned countries, investment bans on sanctioned countries, and financial transactions involving individuals and entities designated by or related to sanctioned countries. The Supplier further commits to retaining all export-related documents and records, including but not limited to licenses, exemption documents, Export Control Classification Numbers (ECCN codes), and actively cooperating with ECARX in completing export control and trade compliance reviews, providing relevant documents and records accurately and promptly. The Supplier agrees to promptly notify ECARX upon becoming aware of any significant business changes that may trigger export control and trade sanctions concerns.

6. Fair Competition and Anti-Monopoly

The Supplier must engage in fair competition and comply with laws and regulations related to anti-monopoly and unfair competition. The Supplier must pursue business opportunities through fair competition, avoiding any understandings or agreements with competitors or business partners that may hinder competition. The Supplier must not engage in illegal or unethical activities in bidding, tendering, and other business activities and must not maliciously report competitors and their Personnel to achieve a competitive advantage.

7. Anti-Money Laundering

The Supplier must comply with all applicable anti-money laundering laws, regulations, and international standards, ensuring no involvement in any form of money laundering, and not allowing or maintaining anonymous or fictitious accounts. The Supplier commits to strictly preserving all documents and information related to transactions to ensure traceability and auditability of ECARX's business activities. In the case of any suspicious transactions related to business with ECARX, the Supplier must guarantee timely reporting to ECARX upon becoming aware of such transactions.

8. Conflict Minerals

Products provided by the Supplier to ECARX must not contain minerals that directly or indirectly finance armed groups in the Democratic Republic of Congo or neighbouring countries, and must not originate from high-risk conflict areas involving minerals such as tin, tantalum, tungsten, gold, etc. The Supplier must responsibly procure components and materials in a manner that respects human rights, ethics, and environmental responsibility. When ECARX requests procurement records, the Supplier must disclose information in the format specified by ECARX.

9. Environmental Protection and Sustainable Development

- 9.1. The Supplier must commit to working together with ECARX to protect human health, natural resources, and the global environment, to support the elimination of materials

and methods that pose risks or harm to the environment and health, and strive to reduce the environmental impact of themselves, their upstream suppliers, or Affiliated Companies in a responsible manner.

- 9.2. The Supplier must comply with all laws and regulations regarding the management of pollutants (such as wastewater, emissions, and solid waste) in all phases, including those related to manufacturing, transportation, storage, processing, and discharge. The Supplier must support ECARX's research, design, and management efforts for sustainable development. The Supplier must be dedicated to restoring and protecting the environment, preventing illegal emissions of toxic substances, reducing noise pollution, minimizing pollutants, and incorporating material recycling at various stages of the product lifecycle. Additionally, the Supplier must meet the requirements of (1) the "Management Requirements for Hazardous Substances and Recyclability in Automobiles" (Announcement No. 38 of 2015 by the Ministry of Industry and Information Technology of the People's Republic of China), (2) the EU End-of-Life Vehicles Directive 2000/53/EC and its amending directives, (3) type-approval related to RRR Directive 2005/64/EC and 70/156/EEC amended directive, (4) other relevant regulations according to the latest status of product sales regions.
- 9.3. The Supplier is responsible for confirming that their supplied products comply with domestic and international End of Life Vehicle ("**ELV**") regulations and their subsequent revision requirements. It must formulate material phase-out strategies accordingly. Additionally, it has to meet the requirements of the EU ELV Directive and the Registration, Evaluation, Authorization and Restriction of Chemicals ("**REACH**") regulations, and provide a "Declaration of Compliance with Restricted and Hazardous Substances."

10. Labour Practices

- 10.1. The Supplier must select, and train employees based on their abilities, without consideration of race, colour, religion, gender, age, nationality, sexual orientation, gender identity, marital status, veteran status, disability, or any other characteristics protected by law. The Supplier must comply with local laws and regulations regarding minimum wage, working hours and working conditions, sign labour contracts, and provide employees with reasonable rest and sick leave. Additionally, the Supplier and their upstream suppliers or Affiliated Companies must not use or tolerate any forced or involuntary labour, including slavery, human trafficking, and illegal child labour.

10.2. Specific regulations

- a. For the Supplier conducting business with ECARX outside of China, it must comply with any applicable local laws and regulations, including the International Labour Organization Convention No. 182 concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour and Convention No. 138 on the Minimum Age for Employment.

- b. For the Supplier within China, it must not employ individuals under the age of sixteen in accordance with the requirements of the Labour Law of the People's Republic of China and the Law of the People's Republic of China on the Protection of Minors. If employing individuals aged sixteen to eighteen, the Supplier must adhere to regulations of the People's Republic of China regarding job type, working hours, labour intensity, and protective measures, and must not assign them to tasks that are excessively heavy, toxic, harmful, or involve hazardous operations that endanger their physical and mental health.

11. Safe and Healthy Workplace

The Supplier must comply with all applicable health and safety laws, regulations, and policies. Violence, harassment, or the carrying of weapons in the workplace is prohibited, and Personnel must not work under the influence of alcohol, drugs, or any substances that may impair their job safety performance. The Supplier must ensure a safe and healthy work environment, avoiding conditions and practices that pose serious threats to life or health, such as corporal punishment, psychological or physical coercion, abuse, etc. Additionally, the Supplier must establish a robust occupational health and safety management system, providing relevant training and education.

12. Conflict of Interest

The Supplier must avoid situations that may lead to conflicts of interest with ECARX and prevent the professional judgment, performance, or decision-making abilities of ECARX or Supplier Personnel from being influenced by personal interests or other factors. In the event of becoming aware of the following situations, the Supplier must promptly inform ECARX: (1) a personal relationship (such as familial ties) between the Supplier's Personnel (or their family members) and ECARX Personnel who have decision-making authority or influence, which may result in a benefit to the Supplier; or (2) any form of financial or business relationship between ECARX Personnel (or their family members) and the Supplier's Personnel (or their family members). Further details may be found in the [Conflict of Interest Policy](#).

13. Non-Retaliation

The Supplier agrees to comply with ECARX [Speak Up Policy](#) requirements and strictly prohibit any retaliation against any Personnel who raise concerns in good faith or report suspected violations.

14. Non-Solicitation

Unless with prior written consent from ECARX, the Supplier must not, during the period of business dealings with ECARX and within 2 years after the termination of cooperation,

coerce, induce, solicit, or accept any improper means to engage or employ any Personnel who were employed by ECARX at the time of signing the business contract.

15. Privacy Protection and Personal Information Processing

When conducting business with ECARX, the Supplier must adhere to applicable privacy protection laws and regulations. The Supplier must protect personal data related to ECARX in accordance with the requirements of applicable laws and regulations and [ECARX's Privacy Notice](#). In case of any improper disclosure, theft, or misuse, the Supplier must promptly inform ECARX.

16. Protection of Trade Secrets and Intellectual Property

ECARX may share confidential information and information related to intellectual property with the Supplier during business activities. The Supplier handling ECARX's confidential information must comply with confidentiality clauses in the signed agreements and take appropriate measures to protect ECARX's confidential information from improper disclosure, theft, or misuse. The Supplier must ensure that their daily operations do not infringe on the trade secrets and intellectual property rights of others, and it must take appropriate measures to ensure that business related to ECARX does not infringe on anyone's intellectual property or confidential information. The Supplier must handle ECARX's intellectual property in the same manner as to its own intellectual property, especially ensuring protection from improper disclosure, theft, or misuse.

17. Inspection and Evaluation

The Supplier must establish appropriate mechanisms, such as formulating and publishing its own code of conduct and relevant policies, to ensure that their Personnel and relevant Personnel fully understand and adhere to the provisions of this Code. ECARX may inspect and evaluate the Supplier's compliance with this Code with prior notice. The Supplier must actively cooperate and provide materials related to inspections and evaluations. (The scope, content, and format of materials can be negotiated separately by both parties based on actual circumstances.)

18. Consequences of Violating this Code

The Supplier agrees that a violation of obligations or commitments under this Code constitutes a serious breach. ECARX may, depending on the circumstances, request compensation for losses, require corrective actions within a specified period, and in severe cases, terminate cooperation, including terminating contracts and cancelling orders.

19. Communication and Reporting

The Supplier must ensure that any statements, representations, or other information provided to ECARX are true and accurate. If any behaviour in violation of this Code is discovered, it

must be reported to ECARX immediately. Report Email: compliance-report@ecarxgroup.com.

III. Definitions:

"Government Agency" refers to any (i) department, institution, company entity, institution, or political branch of any government or military; or (ii) any company that the government agency defined in (i) has an interest in.

"Government Official" refers to (i) any officer, employee, agent, or representative of any government or military; (ii) a person who represents or acts on behalf of an official capacity or represents a government agency; (iii) any public office candidate, official of any political party, or party; or (iv) any officer, employee, agent, or representative of any international public organization.

"Affiliated Companies" refers to any enterprise or other entity that directly or indirectly controls, or is controlled by, or is under common control with, or has significant influence over one party. "Control" means having the direct or indirect ownership of equity or control rights of a company or other entity (usually ownership of more than fifty percent (50%) of voting rights or registered capital), or having the right to appoint directors or other managers of a company or other entity, or having the power to lead the management and affairs of another company or other legal entity directly or indirectly through contracts, regardless of whether exercised.

"Personnel" include but are not limited to full-time or part-time employees, directors, supervisors, interns, and labour outsourcing personnel of enterprises or other entit