



SUZUKI MOTOR USA, LLC

Suzuki Motor USA, LLC (SMO), is committed to conducting business in a fair and ethical manner with a clear focus on our core values. As such, SMO reserves the right to regularly update the Supplier Code of Conduct to align with necessary changes in the industries and continue engaging in valued relationships with a solid foundation.

Please find a copy of the 2024 SMO Supplier Code of Conduct attached. It can also be found on SMO's website, located at <https://suzukicycles.com/legal/supplier-code-of-conduct>. Please review the Code and share with any relevant individuals at your organization.

Please sign and return the below acknowledgment to SMO.

Supplier Code of Conduct Acknowledgement

By signing this acknowledgement, I hereby certify that:

1. The below listed company understands and agrees to conduct its business in conformity with the standards set forth in Suzuki Motor USA LLC's Supplier Code of Conduct; and
2. The below listed company acknowledges that the failure to comply with SMO's Supplier Code of Conduct may result in termination as a supplier to SMO.

Company

Name:

Signature:

Name:

Title

Date:

SUPPLIER CODE OF CONDUCT

PURPOSE & POLICY STATEMENT

Suzuki Motor USA, LLC (SMO) is committed to treating all workers with respect and dignity, ensuring safe working conditions, and conducting environmentally responsible, ethical operations. SMO expects suppliers, vendors, and service providers in our operations and supply chain and their suppliers, vendors, and service providers (collectively, Suppliers) to comply with the law and moral expectations, and to display a commitment to social and environmental responsibilities during the provision of products and services to SMO. Suppliers are further required to comply with this Supplier Code of Conduct (Code) and have a duty to report any known or suspected violation of the laws and/or regulations pertaining to SMO. Violation of this Code may lead to the termination of business relations.

Safety and Quality

Suppliers are expected to establish and manage company-wide processes that consider the safety of SMO's customers and secure good quality. Suppliers should ensure they comply with laws and regulations during product manufacture and service delivery. Appropriate policies and practices as well as monitoring and protective measures should also be used to guarantee quality and safety. Suppliers should comply with the standards of supply chain management and ensure their services and products meet quality validation and sustainability requirements. Suppliers should complete supplier sustainability assessments and undergo audits to meet our requirements for sustainable supply chain management. Any violation by Suppliers or their secondary suppliers should be investigated, and corrective actions and improvements completed by the given deadline. Suppliers must make an emergency response plan and procedure readily available for products and services provision, in order to ensure business continuity and reduce potential supply chain risks.

Ethics

Suppliers are expected to conduct their business in an ethical manner and to act with integrity.

Legal and Other Requirements: Suppliers shall identify and comply with all applicable international, national, and local laws and regulations, contractual agreements, and internationally recognized standards. Suppliers shall also conform their practices to generally accepted industry standards, shall obtain, maintain, and keep up-to-date all applicable permits, certificates, licenses, and registrations, and shall operate in accordance with permit limitations and requirements at all time.

Business Integrity: Suppliers shall not engage in, and have a zero tolerance policy regarding corruption, misrepresentation, extortion, embezzlement, kickbacks, bribery, and any other type of corrupt actions to obtain or retain business or to obtain an unfair or improper advantage. Suppliers shall abide by the Foreign Corrupt Practices Act (FCPA), the UK Bribery Act, and all

applicable anti-corruption laws and regulations of the countries in which they operate. Suppliers must disclose any possible situation that could cause a conflict of interest. Suppliers must notify SMO regarding a physical interest or any form of financial relationship with SMO's employees, consultants, or representatives that could appear to influence a conflict of interest.

Fair Business and Competition: Suppliers shall conduct their business in full compliance with antitrust and fair competition laws that govern the jurisdictions in which they conduct business. Their secondary suppliers should possess opportunities of fair competition. Suppliers should strengthen training on intellectual property rights and educate their employees with correct concepts. Suppliers should prevent any form of infringement behavior, including any product or service provided to SMO, and comply with all laws and regulations of intellectual property rights.

Gifts: Occasional small gifts or modest business entertainment provided by Suppliers must not be given with the intent to affect an SMO employee's business judgment and must not give the appearance that judgment may be affected.

Privacy: SMO shall have the exclusive authority to determine the purposes for and means of Processing Personal Information. ¹Suppliers shall not Sell Personal Information. Suppliers shall comply with all applicable laws and regulations in connection with its receipt, use, handling, Processing, access to, and storage of Personal Information. Suppliers shall, upon SMO's request, or as otherwise provided by law, promptly delete any Personal Information from its records and direct any relevant agents, consultants, or contractors to delete such Personal Information from their records and provide certification of such deletion upon request. Suppliers shall have a privacy program and related policies that address how Personal Information is collected, used, shared, and otherwise Processed.

Information Security: Suppliers should ensure the confidentiality of information processed such as data, systems, equipment and network security as well as privacy rights and confidentiality of personal information. Suppliers should establish a mechanism to ensure the security of customer information. Suppliers are required to protect SMO's confidential and transaction information, and shall not disclose it to any third party. If Supplier conducts credit card transactions (i) such safeguards shall consist of or include the recommendations of the Payment Card Industry Data Security Standards, found at <https://www.pcisecuritystandards.org> and (ii) Subcontractor shall not store security code (i.e. CVC) information or credit card information in any form. Also, if Supplier regularly extends, renews, or continues credit to individuals, or regularly allows individuals to defer payment for services, including setting up payment plans in connection with one or more covered accounts, as the term is defined by the Federal Trade Commission's Red Flag Rules, Supplier warrants that it shall comply with the Red Flag Rules and, specifically, have in place and implement a written identity theft prevention program designed to identify, detect, mitigate, and respond to suspicious activities that could indicate that identity theft has occurred in Supplier's business practice.

Exports, Imports, and Trade Control: Suppliers are expected to comply with U.S. sanctions law and follow appropriate procedures to control exportation of technology and products. Supplier shall notify SMO if it, or any of its officers, is designated by the Office of Foreign Assets Control (OFAC) as a Specially Designated National and Blocked Person.

In accordance with OFAC regulations, if it is determined that Supplier has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, all agreements with that Supplier will be considered a blocked or frozen contract and all

provisions of the agreement(s) are immediately subject to OFAC. If this occurs, no payments may be made without authorization from OFAC.

People & Labor

Suppliers are expected to protect the human rights of their employees and treat them with dignity and respect. This includes the following aspects:

Child Labor Avoidance: SMO does not tolerate child labor in its supply chain. Suppliers must avoid any sort of child labor in their business operations consistent with the International Labour Organization's (ILO) core labor standards and the United Nations Global Compact principles. If local minimum age law stipulates a higher age for work or mandatory schooling, the higher age applies.

Freely Chosen Employment: SMO does not tolerate slavery, servitude, and forced or compulsory labor and human trafficking in its supply chain. Bonded, indentured, or involuntary prison labor also is not accepted. Practices such as withholding personal property, passports, wages, training certificates, work or any other document for inappropriate reasons are not acceptable.

Freedom of Association: Suppliers shall commit to an open and constructive dialogue with their employees and workers' representatives. In accordance with local laws, Suppliers must respect the rights of their employees to associate freely, form and join labor unions, seek representation, join work councils, and engage in collective bargaining. Suppliers shall not disadvantage employees who act as workers' representatives so that they can exercise their role without fear of reprisal or discrimination.

Working Time, Wages, and Benefits: Working time for Suppliers' employees shall not exceed the maximum set by the applicable national and state law and by ILO standards. Compensation shall be paid to employees regularly in a timely manner and in full according to applicable laws and must comply with applicable wage laws. Compensation and benefits should aim at providing an adequate standard of living for employees and their families. Unless otherwise provided by local laws, deductions from basic wages as a disciplinary measure shall not be permitted (this does not exclude the entitlement of damages on a contractual or legal basis). Suppliers are expected to provide their employees with fair and competitive compensation and benefits and to support equal pay for work of equal value. It is recommended that Suppliers offer their employees ample training and educational opportunities.

Occupational Safety: Suppliers should also provide and maintain a healthy, safe and hygienic work environment that complies with all laws and regulations. Suppliers should ensure that workers are not exposed to indirect or direct hazards in their working environment in order to reduce occupational injury and disease as well as promote the overall health of workers. Suppliers should establish educational training of occupational safety and health. Suppliers should provide such training courses, instruction and supervision to their employees and secondary suppliers who directly provide products and services. All necessary proactive measures should be taken to prevent accidents or incidents. Suppliers must ensure information regarding occupational safety and health are made readily available to employees. It is the workers' own obligation to ensure the safety of themselves and other employees.

Diversity and Inclusion: Equal treatment of all employees must be a fundamental principle of Supplier's corporate policy. Typical discriminatory treatment takes into consideration – consciously or unconsciously – irrelevant characteristics of an employee such as race, age, disability, ethnicity, marital status, gender, gender expression, gender identity, genetic information, national origin, physical characteristics, pregnancy, religion, social origin, sexual orientation, union membership, or any unlawful criterion under applicable law. Suppliers shall ensure that their employees are not harassed in any way.

Non-Offensive Treatment: Suppliers must provide their employees with a workplace free of harsh and inhumane treatment, without any sexual or other illegal harassment, physical punishment or torture, mental or physical coercion or verbal abuse of employees, or the threat of any such treatment.

Environment

SMO supports the Sustainable Development Goals adopted by the United Nations. Suppliers shall consider the potential environmental impacts of daily business decision-making processes along with opportunities for conservation of natural resources, source reduction, material recycling, and pollution control to ensure cleaner air and water and reduction of landfill wastes.

Commitment and Accountability

Suppliers shall fulfill the principles set forth in this Code by allocating appropriate resources and incorporating all applicable aspects into policies and procedures. Suppliers shall promptly report questionable behavior, concerns, or potential or actual violations of this Supplier Code upon learning of same, and implement a corrective action plan to cure the non-compliance within a specified time period.

Communication of Supplier Code of Conduct in Supply Chain

Suppliers shall replicate the principles set forth in this Code further down the supply chain.

Systems, Documentation, and Evaluation

Suppliers shall develop, implement, use, and maintain management systems and controls related to the content of this Code. Suppliers shall maintain documentation necessary to demonstrate conformance with the principles outlined in this Code. This documentation may be reviewed by SMO upon mutual agreement.

Risk Management

Suppliers shall implement mechanisms to regularly identify, evaluate, and manage risks in all areas addressed by this Code and with respect to all applicable legal requirements.

Training and Competency

Suppliers will develop, implement, and maintain appropriate training measures to allow their managers and employees to gain an appropriate level of knowledge and understanding of the applicable principles of this Code, the applicable laws and regulations, and generally recognized standards.

Transparency and Disclosure

Suppliers are encouraged to report externally about their social and environmental impact in line

with the principles set forth in this Conduct. This includes reporting any violation of this Code to SMO immediately, along with a root cause analysis and prevention measures.

Cooperation

Suppliers will cooperate with any information requests or audits SMO may initiate to confirm their fulfillment of these responsibilities. Though SMO seeks to work with Suppliers to improve conditions, SMO may terminate the relationship with any Supplier that fails to meet these responsibilities. Suppliers shall grant SMO the right to evaluate their sustainability performance upon reasonable prior notice. The evaluation shall be executed directly by SMO or by a qualified third party in form of an assessment or an audit.

Artificial Intelligence (AI)

For the purposes of this provision, "Artificial Intelligence" or "AI" refers to systems or machines that mimic human intelligence to perform tasks and can iteratively improve themselves based on the information they collect. In addition to the generally applicable legal and ethical principles in this Code, Suppliers are expected to adhere to the following ethical principles in their use of AI:

Transparency: Suppliers must be transparent about their use of AI, including the purposes for which it is used and the decision-making processes it supports.

Accountability: Suppliers must be accountable for the AI systems they develop, deploy, or use, ensuring that these systems are subject to appropriate human oversight and that there is clarity about who is responsible for their outcomes.

¹Definitions:

"Personal information" means information SMO (directly or indirectly, including through another party) shares with Suppliers, discloses to Suppliers, allows Suppliers to access, or provides Suppliers access to, that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household, or as "Personal Information" may otherwise be defined by law.

"Process" or "Processing" means any operation or set of operations that are performed on data or on sets of data, whether or not by automated means.

"Sell" means the exchange of Personal information for monetary or other valuable consideration, or as otherwise defined in state or federal law, as applicable.