

GENERAL PURCHASING CONDITIONS

1. **ACCEPTANCE.** Seller has read and understands the entire contents of this Purchase Order from CIE AUTOMOTIVE, hereinafter referred to as "CIE AUTOMOTIVE" or "BUYER", and agrees that its express acceptance or commencement of any delivery of Products or performance of Services hereunder shall constitute Seller's express or implied acceptance of these terms and conditions.
2. **SHIPPING, PRICE AND BILLING.** Seller agrees: (a) to properly pack, mark and ship goods in accordance with the requirements of Buyer, the involved carriers, and, if applicable, the country of destination (b) to route shipments in accordance with Buyer's instructions (c) to make no charge for handling, packaging, storage or transportation of goods, unless otherwise stated as an item on this contract (d) to properly mark each package with a label/tag according to Buyer's instructions (e) to promptly forward the original bill of lading or other shipping receipt for each shipment in accordance with Buyer's instructions. Seller will include on bills of lading or other shipping receipts correct classification identification of the goods shipped in accordance with Buyer's instructions and the carrier's requirements. The marks on each package and identification of the goods on packing slips, bills of lading and invoices (when required) shall be sufficient to enable Buyer to easily identify the goods purchased.

The prices referred to in the Purchase Order are fixed and unchangeable, except for any contrary written agreement signed by both parties, and include all the goods or services which are the subject of contracting as well as any costs to be borne by the Seller to make effective the supply or provision of those. Buyer shall not accept any change to prices once the order has been processed.

The payment date is set forth in the Line-Item Detail of this contract, or if not stated and the invoicing must be made in accordance with applicable laws y every invoice shall be delivered to Buyer along with each shipment. Buyer may withhold payments if there is any evidence of any liens, encumbrances and claims on the goods or services under this contract.
3. **DELIVERY SCHEDULES.** The manner and time of delivery of the Products shall be determined by Seller in accordance with the Purchase Order. Buyer shall not be required to accept any Products delivered to Buyer in excess of the quantities specified in Buyer's delivery schedules, and Seller shall be responsible for any resulting costs. Buyer may change the frequency of scheduled deliveries or indicate a temporary suspension of scheduled deliveries by notifying Seller, which shall not entitle Seller to change the price of the goods or services covered by the Purchase Order.
4. **MODIFICATIONS.** Any modification of or derogation from these General Terms & Conditions by Seller must be accepted in advance and in writing by CIE AUTOMOTIVE and shall apply only to the specific Purchase Order for which they are proposed. Any agreement made with another department that attempts to modify the terms and conditions previously agreed must be approved in writing by the Purchasing Department of CIE AUTOMOTIVE in the form of a contractual addendum. Consequently, the signing of the Seller's sales forms or the existence, if any, of the Seller's General Terms & Conditions shall not exclude the application of these General Terms & Conditions, which shall prevail in all cases, unless CIE AUTOMOTIVE has previously accepted in writing the provisions thereof, which expressly derogates from all or part of these General Terms & Conditions.

Regarding the Products or Services, the Buyer reserves the right at any time to change, or cause the Seller to change, the design and specifications of the Products or otherwise change the scope of the work covered by the Purchase Order, including work relating to such matters as inspection, testing or quality control, and Seller agrees to implement such changes promptly. Any difference in price or time of performance resulting from such changes shall be adjusted, if necessary, on an equitable basis by Buyer upon receipt of documentation in the form and detail specified by Buyer. Any changes to the Purchase Order shall be made in accordance with Section 31.
5. **SELLER QUALITY AND DEVELOPMENT INSPECTION.** Seller agrees to comply with all quality requirements and procedures agreed by parties. In addition, Buyer shall have the right to enter Seller's facility at reasonable times to inspect the facility, goods, materials and any property of Buyer covered by this contract. Buyer's inspection of the goods, whether during manufacture, prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any work-in-process or finished goods. Batches that are rejected either totally or in part by the Buyer's quality services shall be returned to the Seller at the expense and risk of the latter, and such deliveries shall not under any circumstances be considered completed. Depending on the case in question, the Buyer may: (i) Reject the material, which will need to be delivered again in the same quantities; (ii) Reject the material, without a replacement being sent by the Seller; (iii) Reject the entire batch and cancel the order. Moreover, it may claim any damages that should arise; (iv) Reject, at the Seller's expense, the quantities necessary to prevent the damages that the partial or total return of the quantity delivered may cause to Buyer. Although Seller may not have received the notice of rejection before the parts are used, the Buyer reserves the right to return those that are unusable due to manufacturing faults, establishing the relevant charge at the same time. Moreover, Seller shall cover 100% of the costs incurred due to reprocessing, selections, or other actions necessitated due to faults with the supplied products. Seller shall conduct continuous improvement activities to offset possible increases in its internal costs and to maintain

competitiveness on an international scale. In case of deliveries that do not comply with the quality, Buyer reserves its rights to withhold Seller's payments.

6. **FORCE MAJEURE.** Any delay or failure of either party to perform its obligations shall be excused if, and to the extent that, it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, including, but not limited to, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labor equipment or transportation, or court injunction or order provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party as soon as possible after the event or occurrence (but in no event more than 10 days thereafter). During the period of such delay or failure to perform by Seller, Buyer, at its option, may purchase goods from other sources and reduce its schedules to Seller by such quantities, without liability to Seller, or have Seller provide the goods from other sources in quantities and at times requested by Buyer, and at the price set forth in this contract. In addition, Seller at its expense shall take such actions as are necessary to ensure the supply of goods to Buyer for a period of at least 30 days during any anticipated labor disruption or resulting from the expiration of Seller's labor contract(s). If requested by Buyer, Seller shall, within 10 days, provide adequate assurances that the delay shall not exceed 30 days. If the delay lasts more than 30 days or Seller does not provide adequate assurance that the delay will cease within 30 days, Buyer may immediately terminate this contract without liability.
7. **WARRANTY.** Seller warrants that the Products covered by this Purchase Order will conform to the specifications, drawings, samples, or descriptions provided to and/or by Buyer, and will be merchantable, of good material and workmanship and free from defects. In addition, Seller acknowledges that it is aware of Buyer's intended use of the Products covered by this Purchase Order and warrants that all Products covered by this Purchase Order have been selected, designed, manufactured or assembled by Seller based on Buyer's intended use and will be suitable and sufficient for Buyer's specific intended use. The warranty period shall be that given by Buyer's costumers to their own products into which the Products supplied hereunder have been incorporated.
8. **INGREDIENTS DISCLOSURE SPECIAL WARNINGS AND INSTRUCTIONS.** If requested by Buyer, Seller shall promptly furnish to Buyer in such form and detail as Buyer may direct: (a) a list of all ingredients in the goods (b) the amount of all ingredients and (c) information concerning any changes in or additions to such ingredients. Prior to and with the shipment of the goods, Seller agrees to furnish to Buyer sufficient warning and notice in writing (including appropriate labels on the goods, containers and packing) of any hazardous material that is an ingredient or a part of any of the goods, together with such special handling instructions as may be necessary to advise carriers, Buyer, and their respective employees of how to exercise that measure of care and precaution that will best prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the goods, containers and packing shipped to Buyer.
9. **INSOLVENCY.** Buyer may terminate this Purchase Order immediately without liability to Seller in of the event of the following or any other similar event: (a) the insolvency of Seller; (b) the filing of a voluntary petition in bankruptcy or *concurso mercantil* by Seller; (c) the filing of an involuntary petition in bankruptcy against Seller; (d) the appointment of a receiver or trustee for Seller; or (e) the execution by Seller of an assignment for the benefit of creditors. Seller shall reimburse Buyer for all costs incurred by Buyer in connection with any of the foregoing, including, but not limited to, all legal and other professional fees.
10. **TERMINATION FOR BREACH OR NONPERFORMANCE SALE OF ASSETS OR CHANGE IN CONTROL.** Buyer reserves the right to terminate all or any part of this contract, without liability to Seller, if Seller: (a) breaches any of the terms of this contract (b) fails to perform services or deliver goods as specified by Buyer. In addition, Buyer may terminate this contract upon giving at least 60 days' notice to Seller, without liability to Seller, if Seller (i) sells, or offers to sell, a material portion of its assets, or (ii) sells or exchanges, or offers to sell or exchange, or causes to be sold or exchanged, a sufficient amount of its stock that effects a change in the control of Seller.
11. **TERMINATION FOR CONVENIENCE.** In addition to any other rights of Buyer to terminate this contract, Buyer may, at its option, immediately terminate all or any part of this contract, at any time and for any reason, by giving written notice with 10 days in advance to Seller. Upon such termination, Buyer shall pay to Seller the following amounts without duplication: (a) the contract price for all goods or services that have been completed in accordance with this contract and not previously paid for and (b) the actual costs of work -in-process and raw materials incurred by Seller in furnishing the goods or services under this contract to the extent such costs are reasonable in amount and are properly allocable or apportionable or materials used or sold by Seller with Buyer's written consent, and the cost of any damaged or destroyed goods or material. Buyer will make no payments for finished goods, services, work-in-process or raw materials fabricated or procured by Seller in amounts more than those authorized in delivery releases nor for any undelivered goods that are in Seller's standard stock or that are readily marketable. Payments made under this Paragraph shall not exceed the aggregate price payable by Buyer for finished goods or services that would be produced or performed by Seller under delivery or release schedules outstanding at the date of termination. Except as provided in this Paragraph, Buyer shall not be liable for

and shall not be required to make payments to Seller, directly or on account of claims by Seller's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, or general and administrative burden charges from termination of this contract. Within 60 days from the effective date of termination, Seller shall submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit Buyer's audit, and shall thereafter promptly furnish such supplemental and supporting information as Buyer shall request. Buyer or its agents shall have the right to audit and examine all books, records, facilities, work, material, inventories and other items relating to any termination claim of Seller.

- 12. SUBCONTRACTING.** Seller may not subcontract all or part of the execution of the Purchase Order without the prior written consent of CIE AUTOMOTIVE. Obtaining such subcontracting authorization implies that the subcontractor accepts these General Terms and Conditions from the moment it starts providing its services to CIE AUTOMOTIVE. In any case of subcontracting, the Seller shall be jointly and severally liable with the subcontractor for all the latter's obligations towards CIE AUTOMOTIVE, which shall be entitled to take legal action against either the subcontractor and/or the Seller.
- 13. INTELLECTUAL PROPERTY.** Seller agrees: (a) to defend, hold harmless and indemnify Buyer, its successors and customers against any claims of infringement (including patent, trademark, copyright, industrial design right, or other proprietary right, or misuse or misappropriation of trade secret) and resulting damages and expenses (including attorney's and other professional fees) arising in any way in relation to the goods or services contracted, if the goods were manufactured based on designs or drawings owned by Seller, including such claims where Seller has provided only part of the goods (b) that Buyer or Buyer's subcontractor has the right to repair, reconstruct, or rebuild the specific goods delivered under this contract without payment of any royalty to Seller (c) that parts manufactured based on Buyer's drawings and/or specifications may not be used for its own use or sold to third parties without Buyer's express written authorization and (d) to the extent that this contract is issued for the creation of copyrightable works, the works shall be considered intellectual property rights of Buyer, and to the extent that the works could not be considered right of Buyer, Seller hereby assigns to Buyer all right, title and interest in all copyrights and moral rights therein.
- 14. CONFIDENTIALITY.** Buyer reserves the right to require the Seller to sign an NDA, Non-Disclosure Agreement or equivalent confidentiality document to ensure that the information received will not be used by the Seller in relations with other parties. On the other hand, CIE AUTOMOTIVE expects the Supply Chain to comply with the rules of TISAX (Trusted Information Security Assessment eXchange), which is a maturity-based information security assessment approach aimed at the needs of the automotive industry, primarily applicable to tier 1 and tier 2 suppliers, but extendable to more complex supply chains, assessment is a requirement of certain Original Equipment Manufacturers (OEMs). The main need is to protect: (i) projects or design information, prototypes or confidential investment plans. (ii) Big data and process data related to new digitalization concepts, development of autonomous cars. (iii) Interconnections within the supply chain network. (iv) Personal data of customers.
- 15. TREATMENT OF PERSONAL DATA.** In accordance with the provisions set forth in the Federal Law of Personal Data Protection held by Private Parties, Buyer informs Seller that any data obtained as a result of the acceptance of the Purchase Order will be treated confidentially through the systems provided for this purpose and will be used for the transaction of the Purchase Order. Seller may also limit the use or disclosure of its data by exercising the ARCO rights (Access, Rectification, Cancellation and Opposition) granted by the Law, by means of the request mentioned in the Privacy Notice of CIE AUTOMOTIVE. Buyer shall inform Seller of any amendment made to CIE AUTOMOTIVE's Privacy Notice.
- 16. INDEMNIFICATION.** If Seller performs any work on Buyer's premises or utilizes Buyer's property, whether on or off Buyer's premises, Seller shall indemnify and hold Buyer harmless from and against any liability, claim, demand or expense (including attorney's and other professional fees) for damage to Buyer's property or injury (including death) to Buyer, its employees or any other person arising out of or in connection with Seller's performance of work or use of Buyer's property, except for such liability, claim, or expense arising out of the sole negligence of Buyer.
- 17. INSURANCE.** The Seller shall be liable for any damage, personal or material, caused to the Buyer or third parties as a result of the execution of the Purchase Order, or, in its case, repair or replace the damaged property, if the nature and purpose of the same allow it. For these effects, and without prejudice to any mandatory insurance required by law for the proper execution of the Purchase Order, the Seller is obliged to provide a civil liability Insurance Policy covering the possible contingencies that may arise against a third parties, including the Buyer itself.
- 18. SELLER'S PROPERTY.** Unless otherwise agreed by Buyer, Seller shall, at its sole cost and expense, furnish, maintain in good condition and replace as necessary all machinery, equipment, tools, jigs, dies, gauges, fixtures, molds, patterns and other items, if any ('Seller's Property'), necessary for the manufacture of the Products. The cost of modifications to Seller's Property necessary to implement design and specification changes approved by Buyer shall be borne by Buyer. Seller shall insure its Property with fire and extended coverage

insurance at replacement cost. Seller grants Buyer an irrevocable, pre-emptive option to purchase Seller's Property specifically used in the manufacture of the Products against payment to Seller of its net book value, less any amount previously paid by Buyer to Seller for the cost of such items; provided, however, that this option shall not apply if Seller's Property is used in the manufacture of Products that are the Seller's standard inventory or if a substantial quantity of similar Products are sold by Seller to others.

- 19. BUYER'S PROPERTY.** All supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment and other items furnished directly or indirectly by Buyer to Seller for the performance of the Purchase Order, or with respect to which Seller has been reinstated by Buyer, shall be and remain the property of Buyer and shall be held by Seller on a bailment basis ("Buyer's Property"). Seller shall bear the risk of loss of or damage to Buyer's Property. Buyer's Property shall at all times be properly stored and well maintained by Seller at Seller's expense; shall not be used by Seller for any purpose other than the performance of the Purchase Order; shall be deemed to be Buyer's property; shall be conspicuously identified and marked by Seller as Buyer's property; shall not be confused with Seller's property or the property of any third party; and shall not be removed from Seller's premises without Buyer's prior written consent. Buyer shall have the right to enter Seller's premises at reasonable times to inspect such property and Seller's records relating thereto. Upon Buyer's request, Buyer's Property shall be promptly released to Buyer or delivered to Buyer by Seller at Seller's expense, either (i) F.O.B. transport equipment at Seller's plant, properly packed and marked in accordance with the requirements of the carrier selected by Buyer to transport such Property, or (ii) to any location designated by Buyer, in which case Buyer shall pay Seller the reasonable cost of delivering such Property to such location.
- 20. SELLER'S COMPLIANCE.** The Seller undertakes to comply with, and to ensure that its employees and, where applicable, its contractors and agents comply with, the tax, labor, social security and environmental laws in full force and effect and all other applicable laws and, in the case of activities carried out in CIE AUTOMOTIVE's facilities, to comply with the Safety and Health at Work and the Environment policies adopted by CIE AUTOMOTIVE from time to time. Similarly, in the case of work to be performed at the Buyer's facilities, the Seller shall comply with and enforce compliance with the rules of the workplace where the work is performed, as well as those established by the legislation applicable to the work to be carried out. Violation of these rules shall entitle the Buyer to terminate the Purchase Order with the Seller and/or to a claim any damages arising from such violation.
- 21. COMPLIANCE.** All products and/or services provided by Seller shall comply with applicable regulatory, documentation and safety requirements. Seller shall establish procedures to ensure compliance with governmental restrictions and safety with respect to restricted or prohibited substances, including products purchased by Seller or those involved in the manufacturing process. Seller shall comply with all applicable legal obligations and requirements. CIE AUTOMOTIVE's Sellers must comply with regulations regarding the use of conflict minerals sourced from "Covered Countries". (See "Dodd-Frank Wall Street Reform and Consumer Protection Act Section 1502" for American companies. And for European companies: "EU Regulation 2017/821", adopted in 2017, effective January 1, 2021. The new European regulation has the same minerals in scope and is very much aligned with the US Dodd-Frank Act mentioned above). Violation of this regulation will initially result in "Global Business Hold" status and removal as a Seller for CIE Automotive if the situation is not satisfactorily resolved after an agreed period of time.
- Likewise, CIE Automotive expects all the "Supply Chain Suppliers", to be aware of, share and comply with the European Commission's list of Critical Raw Materials (CRMs)*.
https://ec.europa.eu/growth/sectors/raw-materials/specific-interest/critical_en
- 22. REMEDIES.** The rights and remedies reserved to Buyer in these Terms and Conditions shall be cumulative of and in addition to any other or further remedies provided by law or equity. Without limiting the foregoing, if any Products fail to conform to the warranties set forth in Section 8, Buyer shall notify Seller and Seller shall, upon Buyer's request, reimburse Buyer for all incidental and consequential damages caused by such nonconforming Products, including, but not limited to, costs, expenses and losses incurred by Buyer (a) in inspecting, sorting, repairing or replacing such nonconforming Products, (b) as a result of interruptions in production, (c) in conducting recalls or other corrective service actions, and (d) as a result of claims for personal injury (including death) or property damage caused by such nonconforming Products. At Buyer's request, Seller will enter into a separate agreement for the administration or processing of warranty chargebacks for nonconforming Products.
- 23. CUSTOMS AND EXPORT CONTROLS.** Any credits or benefits resulting from or arising out of these Terms and Conditions, including trade credits, export credits, or refunds of duties, taxes or fees, shall be for the benefit of Buyer. Seller shall provide all necessary information (including written documentation and electronic transaction records) to enable Buyer to obtain such benefits or credits and to comply with its customs obligations, origin marking or labeling requirements, and local content requirements, if any. Seller shall be responsible for obtaining any licenses or authorizations required to export the Products, unless otherwise specified in the Purchase Order, in which case Seller shall provide Buyer with the information necessary to obtain such licenses or authorizations. Seller agrees to make such arrangements as may be necessary for the Products to be covered by any duty deferral or free trade zone program(s) of

the importing country.

- 24. SET-OFF/RECOUPMENT.** In addition to any rights of set-off or recoupment provided by law, all amounts payable to Seller shall be deemed to be net of all indebtedness of Seller and/or its affiliates/subsidiaries in favor of Buyer and/or its affiliates/subsidiaries, and Buyer shall have the right to set-off or recoup all amounts due to Seller and its affiliates/subsidiaries.
- 25. LIMITATION OF LIABILITY.** Buyer shall not be liable for, without limitation, indirect, consequential and incidental damages, such as lost profits, lost opportunity costs, lost sales. Buyer's total liability under these General Terms and Conditions shall not exceed the price of the products or services giving rise to the claim. If Buyer incurs consequential damages to its customers as a result of Seller's breach, Buyer shall have the right to pass on such damages to Seller. The Seller shall indemnify Buyer to the extent and in the proportion that Seller caused the damage.
- 26. ENVIRONMENTAL, SOCIAL AND GOVERNANCE CRITERIA.** Buyer endorses and makes an integral part of its strategy and operations the ten principles of the United Nations Global Compact on human rights, labor and the environment. Seller must also comply with them. Therefore, each Seller must have a plan that is aligned with the **United Nations 2030 Agenda for Sustainable Development**. Failure to do so will result in the automatic termination of the contract.
- 27. RISK IDENTIFICATION AND REPORTING.** Seller shall have a system for identifying human rights and environmental risks that may arise among its suppliers. It also undertakes to require its suppliers to have this risk identification system in place and to require its suppliers to do the same. They also undertake to inform Cie Automotive of the existence of these risks as soon as they become aware of them.
- 28. RIGHT TO CONDUCT ON-SITE AUDITS.** Cie Automotive, through its subsidiaries, may conduct on-site audits at the supplier's facilities if a high human rights and environmental risk is identified. An action plan will be developed with Seller to ensure that the risk is eliminated or reduced to an acceptable level within three (3) months. If the result of this action is not positive and the risk remains after three (3) months, the relationship with the Seller will be suspended until the risk is eliminated without penalty to Cie Automotive. Similarly, the Seller undertakes to act in the same way with its suppliers, requiring on-site audits if a high environmental or human rights risk is identified, establishing action plans within three (3) months of identifying the risk and suspending relations with the supplier if it fails to reduce the risk to an acceptable level. Seller shall also require its suppliers to include the same criteria in their contracts with their suppliers.
- 29. NO IMPLIED WAIVER.** The failure of either party at any time to require performance of any provision of this Purchase Order by the other party shall not affect the right to require such performance at any time thereafter, nor shall the waiver by either party of any breach of any provision of this Purchase Order constitute a waiver of any subsequent breach of the same or any other provision.
- 30. NON-ASSIGNMENT.** Unless expressly prohibited by applicable law, Seller may not assign, transfer, subcontract, sublicense, delegate or otherwise dispose of any of its rights or obligations under this Purchase Order, in whole or in part, without Buyer's prior written consent.
- 31. RELATIONSHIP OF PARTIES.** Seller and Buyer are independent contractors and nothing in this Purchase Order shall be construed to constitute either party as the agent or legal representative of the other for any purpose, nor shall it authorize either party to assume or create any obligation on behalf of or in the name of the other.
The parties acknowledge and accept that they are independent entities and that the only legal relationship that exists between them is that created by these General Terms and Conditions. Therefore, no labor relationship shall be deemed to exist with the other party's dependents, employees, agents or personnel hired to achieve the purposes of the Purchase Order. For this reason, each party is solely responsible for its own personnel involved in the development of the same. By virtue of the foregoing, there shall be no subordination between the parties, nor shall there be any bond or employment relationship of any kind.
- 32. GOVERNING LAW AND JURISDICTION.** In the event of any dispute, controversy or claim arising out of or relating to the execution, interpretation, performance, validity, termination or enforcement of this Purchase Order, the laws of the United Mexican States shall apply.
Furthermore, the Parties expressly waive the jurisdiction of any other jurisdiction that may correspond to them by reason of their domicile or otherwise.
- 33. SEVERABILITY.** If any term or provision of this Purchase Order is held by a court of law to be illegal, invalid, unenforceable or void, in whole or in part, such term or provision shall be deemed, amended or deleted, as appropriate, but only to the extent necessary to comply with applicable law, and the remaining terms and provisions of this Purchase Order shall remain in full force and effect. The Parties hereby agree to use their best efforts to replace the invalid or unenforceable clause or provision with another that is valid and comes as close as possible to the original intent. To this end, the Parties agree to execute all documents necessary for this purpose.
- 34. ENTIRE AGREEMENT.** These Terms and Conditions, together with any attachments, exhibits, supplements or other terms and

conditions of Buyer expressly referred to herein, constitute the entire agreement between Seller and Buyer with respect to the subject matter hereof and supersede all prior representations and agreements, oral or written. These Terms and Conditions may be modified only by an addendum or amendment issued by Buyer.

35. CODE OF CONDUCT. Just as all CIE AUTOMOTIVE employees are required to familiarize themselves with and comply with the Code of Conduct, the Group also encourages its business partners (joint ventures, suppliers, customers, contractors and other partners) to align their conduct with the Code and apply equivalent ethical standards, including Anti-Corruption, Bribery and Conflict of Interest, among others.

The partial or total breach of the Code of Conduct would allow the automatic resolution of the contractual relationship, as well as the elimination as a Seller of CIE AUTOMOTIVE.

36. WHISTLE-BLOWING CHANNEL. CIE AUTOMOTIVE has set up a procedure for managing notifications and enquiries with respect to Code of Professional Conduct breaches or anomalies. All members of the organization and any of its stakeholder groups may use to it make enquiries or notify unusual activity or breaches of the rules set down in the Code of Professional Conduct aforementioned, using the following channels:

- WHISTLE-BLOWING CHANNEL E-MAIL: whistleblowerchannel@cieautomotive.com
- POSTAL CORRESPONDENCE ADDRESSED TO THE COMPLIANCE DEPARTMENT: Alameda Mazarredo 69, 8º. 48009 Bilbao (Bizkaia), Spain.
- CORPORATE WEBSITE: www.cieautomotive.com/en/web/guest/ethical-channel

In the same way, the CIE AUTOMOTIVE Group fervently recommends, to its suppliers and the rest of its supply chain, to have a similar procedure for managing notifications and inquiries regarding its Code of Professional Conduct.