

Fair Competition Policy

1. Summary

Antitrust and other fair competition laws regulate the conduct of businesses and individuals in the marketplace to preserve competition for the benefit of consumers. Any agreements with Aptiv's competitors, especially those that could restrict competition, may raise substantial concerns under those laws. We seek to outperform our competition fairly and honestly based on quality, service, value, technology and other factors. We gain competitive advantages through the performance of our products and our people, and never through unethical or illegal business practices. This Policy guides you on how to compete fairly and comply with the antitrust laws.

2. Why Do We Need This Policy?

Aptiv is required to comply with all applicable fair competition and antitrust laws. Law enforcement agencies around the world devote significant resources to vigorous enforcement of these laws. The consequences of violating these laws can be significant, including fines, restrictions on future conduct, large damages awards, reputational damage, loss of business and even jail time.

3. Who Must Follow This Policy?

This Policy applies globally to all Aptiv employees and those who work on our behalf. Each of us has a responsibility to make sure that our practices are ethical, reasonable and consistent with the law and this Policy.

4. What are the Key Principles of this Policy?

A. Any Agreement with Competitors Raises Antitrust Concerns

The antitrust laws are intended to preserve and protect competition. They typically apply most severely to agreements or arrangements between competitors that restrict or may inhibit competition. These agreements may violate the law whether they are written or oral, formal or informal, express or implied.

A wink, nod or handshake – even mere evidence of a meeting or telephone conversation – could be enough to violate the law. In certain jurisdictions, even the mere exchange of competitively sensitive information can be illegal, unrelated to any “agreement.” Any agreements or understandings with a competitor relating to any aspect of Aptiv's business may raise substantial concerns under the antitrust laws.

B. Anticompetitive Conduct Is Not Allowed

Below is important guidance when it comes to dealing with our competitors:

- **Do not** reach any agreement with a competitor that directly or indirectly affects any element of price or other terms of sale, including price increases, minimum pricing, pricing plans or policies, margins, raw material costs, marketing plans, discounts, commissions or payment terms.
- **Do not** discuss or exchange information with a competitor related to the above, or exchange any other competitively sensitive information with a competitor without first seeking advice from the Global Legal & Compliance (“GLC”) Team.
- **Do not** provide to, or accept from, a competitor, a price list, price information, or information from which prices can be computed or “reverse engineered.”
- **Do not** engage in any agreements with competitors to coordinate how or whether to submit bids or quotations.
- **Do not** agree with a competitor to allocate or divide sales between you, whether by territories, countries, products, customers or on any other basis.
- **Do not** assume that it is acceptable to reach a prohibited agreement with a competitor affecting one country because you are located in a different country.
- **Do not** agree with a competitor to set or limit production, supply and/or technical development levels for any product or service.
- **Do not** agree with a competitor to boycott or take “group” action against (i.e., “blackball”) a particular customer or supplier, or any group of customers or suppliers.
- **Do not** unreasonably exclude competitors from entry into a professional association.
- **Do not** agree with competitors to set product standards that lack procompetitive justifications or unreasonably exclude a competitor’s technology.
- **Do not** use any unethical or illegal practices to gain a competitive advantage.
- **Do not** disparage a competitor’s products or services.
- **Do not** remain silent if a prohibited topic comes up during a discussion or meeting with a competitor. You should excuse yourself immediately from the discussion and contact the GLC if you have been involved in or become aware of such conduct.

C. Independent, Competitive Conduct Is Allowed

Competitive activities are lawful, provided that they are taken independently, i.e., without any express or implied agreement or coordination with a third-party. For example, you may:

- Compete vigorously on quality, service, value, technology and other factors.
- Use publicly available information to research or benchmark competitors.
- Refuse to do business with another company, so long as the decision is based on legitimate business reasons (e.g., quality issues or poor credit) and Aptiv’s independent judgment, without consultation with competitors.

D. Limits on Communications with Competitors

Communication with a competitor, whether in person or electronically, can carry an antitrust risk and, therefore, must be undertaken carefully. Seek advice from the GLC before you participate in any of the following with a competitor:

- Sharing any confidential or commercially sensitive information;
- Engaging in joint research;
- Negotiating on mergers, acquisitions, joint ventures or collaboration agreements or intellectual property agreements;
- Participating in any group purchasing organizations.

Further, because trade associations or professional societies often bring together competitors, heightened vigilance is required when engaging in those activities to ensure that even the appearance of an antitrust violation does not occur. If you are attending a meeting of a trade association or professional society it is advisable to have an agenda and ensure minutes are taken. In addition, if at such a meeting someone begins to discuss competitively sensitive information, such as prices or terms of sale, or engages in any of the conduct prohibited by this Policy, you should insist that the discussions stop immediately and you should clearly excuse yourself from the meeting if the meeting continues. Afterwards, you should immediately contact the GLC.

E. Potential Antitrust Risks When Dealing with Customers and Suppliers

Certain conduct or agreements with customers and suppliers can also violate the antitrust laws if they deal with pricing, discounting, or unfair treatment. Follow the below guidance when dealing with customers and suppliers:

- Although these issues may arise infrequently, where we have resale agreements, such as with distributors, do not impose resale prices or threaten retaliation if a customer does not follow recommended prices.
- Where we bundle the sale of multiple products, do so for a proper purpose, such as efficiency and convenience and not to limit customer choice or exclude competitors from the market.
- Do not terminate or refuse to sell to an existing customer without documenting the legitimate business reasons for such a decision.
- Do not choose suppliers and award business on any other basis other than a supplier's quality, service, value, technology or ability to perform.

- Do not share one supplier's confidential information with another supplier.

F. Potential Antitrust Risks When a Supplier, Customer or Joint Venture Partner Is Also a Competitor

If a supplier, customer or joint venture partner is also a competitor of Aptiv, be aware of possible competition law risk. For example, a supplier to one Aptiv business unit may be a competitor to another Aptiv business unit.

You should limit any communication about prices to those actually required of prospective buyer-seller transactions, and exercise caution in any other discussions. Both companies must be careful not to share confidential or competitively sensitive information that could cause us to coordinate, or appear to be coordinating, with each other. When in doubt, seek guidance from the GLC.

G. Mergers, Acquisitions or Joint Venture Transactions

Corporate development transactions, such as mergers, acquisitions or joint ventures, require an upfront competition review. Ensure you consult with the GLC before entering into any such agreements.

H. Supervisors Have Special Responsibilities

If you are a supervisor or manager, you have a special responsibility to ensure Aptiv employees are competing fairly and complying with this Policy. You are required to take immediate action if you witness or if an employee informs you of any potentially anticompetitive conduct, even if the employee does not report to you. Supervisors who fail to act when made aware of potentially anticompetitive conduct will be disciplined.

5. Policy Violations / Questions Regarding Policy / Speak Up

Failure to adhere to this Policy may result in disciplinary action, which may include termination of employment.

If you suspect any potential violations of this Policy, or if you have any questions about this Policy, please contact any member of the GLC Team or email ethicsandcompliance.feedback@aptiv.com. You can report your concern or ask any questions through the [Aptiv Drive Line – our Ethics Helpline](#), and you can do so anonymously. You can contact the Drive Line electronically or via telephone. Aptiv will not tolerate any retaliation against anyone who has made a report in good faith.

6. Do We Have Any Related Policies?

Yes. For additional information, please review Aptiv's [Confidential Information Policy](#).

7. Frequently Asked Questions

Q1: I don't have any control over the prices at Aptiv, so why does it matter if I discuss this information with our competitors?

A1: Even if you personally don't have the power to set or control prices for Aptiv, you should still be careful in any discussions. The person you are talking to might have input into his or her company's prices. Also, the "coincidence" of a price discussion with a competitor followed by a decision to raise prices could cause concerns for both you and Aptiv. Pricing information is always considered competitively sensitive, and the exchange of such information could be found to be illegal.

Q2: A sales manager was attending an industry trade show. During a networking event, she found herself in conversation with a former colleague who now works for a competitor. As the conversation progressed, the competitor casually asked about Aptiv's tariff recovery strategy and contract terms. "Off the record," they said, "it would be good to know how we are both approaching the customer." What should the sales manager do?

A2: The sales manager should immediately stop the discussion and contact the GLC. Discussing tariff recovery strategy and contract terms with a competitor, even informally, could violate the antitrust laws and expose her, her former colleague and both of their companies to significant legal risks.

Q3: A supplier to Business Unit A sent an email stating it intended to raise its prices and provided an updated confidential price list. That supplier is a competitor to Business Unit B. An employee of Business Unit A decided to share the supplier's price list with his friend who works in sales for Business Unit B, thinking this could help him to raise prices and generate additional revenue. Is this okay?

A3: No. Business Unit A should not share the supplier's price list with Business Unit B. The price list is the confidential information of the supplier and should not be distributed without their express authorization. Further, the supplier is a competitor of Business Unit B. If Business Unit B uses its competitor's price list to raise its own prices, this could be seen as anticompetitive behavior.