

HUMAN RIGHTS STATEMENT

At HARMAN we are connected by integrity. Our Code of Conduct reflects our company values and aligns these values with our policies to ensure that we do what is right and comply with applicable laws of the countries in which we operate.

HARMAN International, Inc. and all of its businesses and subsidiaries worldwide (“HARMAN”) is committed to conducting business honestly and with respect for human rights. Our approach to human rights is informed by the United Nations International Bill of Human Rights and the principles concerning fundamental rights set out in the International Labor Organization Declaration on Fundamental Principles and Rights at Work.

In particular, HARMAN commits to the following s:

- Freedom of association and effective recognition of the right to collective bargaining;
- The elimination of all forms of forced or compulsory labor.
- The effective abolition of child labor.
- The elimination of employment discrimination.
- A safe and healthy working environment.

Additionally, HARMAN:

- Prohibits the use of child labor, forced, bonded (including debt bondage) or indentured labor, involuntary or exploitative prison labor, slavery or trafficking of persons anywhere in the world either directly or indirectly.
- Is committed to providing proper working conditions, hours, overtime, and compensation to all employees, which shall, at a minimum, comply with all applicable local laws and regulations.
- Promotes women’s equal enjoyment of all human rights, including socio-economic equality, and respects the rights, including access to water and right to forest and land, of local communities and indigenous people who may be affected by HARMAN’s business activities consistent with international standards.

HARMAN also expects its suppliers and other business partners to uphold the same principles.

While HARMAN’s Legal & Compliance Department has overall responsibility for oversight, implementation, and enforcement of HARMANs Human Rights Policy, each of HARMAN’s business divisions and functions are subject to upholding the principles set forth in this statement. Questions regarding this Policy should be directed to HARMAN’s Legal & Compliance Department at: oneharmanesg@harman.com.



Any potential, suspected, or actual violations of this Human Rights statement can be reported via the HARMAN Whistleblower Hotline. All reports will be treated as confidential to the extent possible and as permissible by law.

HARMAN Whistleblower Hotline

- Online at <https://www.whistleblowerservices.com/har/>
- By Phone: +1 (866) 296-4132 (U.S.); collect calling is available for those outside of the U.S.
- By email to HAR@openboard.info
- Available 24/7
- Reports can be made anonymously (where permitted by law)



STATEMENT ON MODERN SLAVERY AND HUMAN TRAFFICKING

Commitment from the President and Chief Executive Officer on behalf of the Company

Modern slavery is a heinous crime and a morally reprehensible act that deprives a person's liberty and dignity for another person's gain.

At HARMAN, we take our role very seriously and acknowledge the difficulties in abolishing modern slavery and human trafficking, as well as the misery caused for the many affected by this global problem.

We are committed to working with increasing rigor toward our aspirational goal to eliminate modern slavery and human trafficking from our own supply chains, and lead by example to have peers and other business partners join us in our effort. At HARMAN we have a zero-tolerance approach to modern slavery and are fully committed to preventing slavery and human trafficking in our operation and supply chain.

HARMAN's Business

HARMAN International, a wholly owned independent subsidiary of Samsung Electronics, designs and engineers connected products and solutions for automakers, consumers, and enterprises worldwide, including connected car systems, audio and visual products, enterprise automation solutions; and connected services. Our talented workforce and innovation strength create value for our stakeholders by enabling rich experiences through the connected car, connected enterprise and connected lifestyle.

We are proud to operate in more than 30 countries, spread across the Americas, Europe, Asia Pacific, the Middle East, and Australia. The heart of our operational footprint is a +30K global workforce of cross-functional experts and leaders. Through innovative people, processes and products we strive to enhance the social and environmental fabric of the communities and markets we serve.

Context and reference for the HARMAN program

HARMAN is committed to social and environmental responsibility and does not tolerate deviations from our Code of Conduct. To that end, we prohibit the use of forced labor, including prison labor, indentured labor, bonded labor, military labor, slave labor and human trafficking.

In HARMAN, we have taken concrete steps to tackle modern slavery, as outlined in our



statement. This statement sets out the actions that we have taken to understand all potential modern slavery risks related to our business, and to implement steps to prevent slavery and human trafficking during the financial year 2021

We consider human and workplace rights—as articulated in the [United Nations Universal Declaration of Human Rights](#) and the International Labor Organization's [Declaration on Fundamental Principles and Rights at Work](#)—to be inviolable.

We support equal employment opportunities, diversity and inclusion for our employees and do not discriminate against them. We strive to provide fair working conditions and to maintain a safe and healthy working environment for all our employees.

The HARMAN [Supplier Code of Conduct](#) includes provisions for the prevention of forced and child labor. Specifically:

- HARMAN prohibits all kinds of forced or compulsory labor in its supply chain (including HARMAN's suppliers and their sub-suppliers) under any conditions, including bonded, forced, and/or compulsory prison labor. Full disclosure to workers of terms and conditions of employment must be made and should in no way be linked to workers making payments or becoming indebted in any way.
- Suppliers may not, directly or indirectly, engage in or support trafficking in human beings. Suppliers may not, directly or indirectly, recruit, transfer, harbor or receive any worker by means of threats, force, coercion or deception.
- HARMAN does not allow child labor to be used in its supply chain (including HARMAN's suppliers and their sub-suppliers). A "child" is any person under 15 years of age, or as defined by the International Labor Organization Conventions, national laws or any other applicable law or standard, depending upon which is the most stringent.

In addition to the HARMAN Supplier Code of Conduct, this statement and the company's program are informed by the company's [Conflict Minerals Policy](#), [Ethics Hotline Program](#), [CSR/Sustainability Statement](#), and other applicable [Supply Chain Policies](#).

HARMAN also aligns with elements of the Social Accountability SA8000 standard: Child Labor, Forced Labor (which includes human trafficking), Freedom of Association and Right to Collective Bargaining, Health & Safety, Discrimination, Disciplinary practices, Working hours, and Compensation.

We will, over time, engage key stakeholders to inform our policies, processes, and performance in order to continuously challenge and improve those activities.

Responsibility

Properly reporting, and helping to prevent modern slavery and human trafficking are the responsibility of everyone with knowledge of these activities. At HARMAN, the content of this Statement has been approved by the company's President and Chief Executive Officer. Responsibility for day-to-day management of the program and its compliance is shared

between the company's senior-level Environmental, Social, Governance (ESG) Committee and global executive leadership team members.

Boundaries of this statement

To make sure that the entire HARMAN Supply Chain operates in a manner consistent with the company's objectives, all HARMAN' suppliers and sub-suppliers of goods or services are required to act in accordance with HARMAN's Supplier Code of Conduct for better supply chain management, including any and all provisions to prevent modern slavery or human trafficking in all forms.

Expectations of compliance and reporting potential breaches

This Supplier Code of Conduct is considered an integral part of HARMAN's business relationship with its suppliers and all suppliers are expected to meet the standards of conduct expressed in the Code.

Any HARMAN employee found to have knowledge of modern slavery or human trafficking abuses anywhere within the company's value chain is expected to report those breaches immediately to their next level manager or through the anonymous reporting system, for escalation as warranted. ***Failure to report known breaches is grounds for immediate termination of the employee.***

Implementing systems and controls to manage the risks

HARMAN's Standard Terms and Conditions require HARMAN'S suppliers to agree to HARMAN's Supplier Code of Conduct. The Code of Conduct is based on the SA8000 Standard from Social Accountability International and prohibits all kinds of forced or compulsory labor.

Full disclosure to workers of terms and conditions of employment must be made and should in no way be linked to workers making payments or becoming indebted in any way. The Code of Conduct also prohibits suppliers from directly or indirectly engaging in or supporting trafficking in human beings, whether by recruiting, transferring, harboring or by receiving any worker, by means of threats, force, coercion or deception.

Certification to SA8000 is not currently a requirement BUT is strongly recommended for all suppliers, and full adoption of the spirit of the standard is implicit in these expectations. At a minimum, top supplier management must periodically review the adequacy, suitability, and continuing effectiveness of the supplier's policies, procedures, and performance results in meeting the requirements of the Code and other requirements to which the supplier subscribes. System amendments and improvements must be implemented where appropriate.

HARMAN reserves the right to inspect suppliers' facilities to, among others, verify compliance with the Code of Conduct.

Due diligence processes in relation to slavery and human trafficking

Due diligence begins with visibility, transparency, and verification of compliance. HARMAN must have visibility to its entire supply chain regarding the standards addressed in the Code. Accordingly, all suppliers of HARMAN **MUST** require their suppliers and sub-suppliers to comply with the Code, including the requirements to provide additional information and certification and to permit audits by HARMAN and its representatives. This includes allowing HARMAN or any third-party auditing organization engaged by HARMAN to audit its books and records, facilities, and operations to verify compliance with the Code.

Harman Supplier Audits will include a dedicated section to cover Corporate Social Responsibility and Sustainability topics including modern slavery, child labor, wages and benefits, working hours, forced labor and human trafficking, freedom of association and collective bargaining, health & safety, harassment and non-discrimination topics. In addition to these topics, HARMAN strongly encourages and expects its suppliers to cascade these topics down to their sub-suppliers across the value chain.

HARMAN prioritizes supplier participation in our annual audit plan where risk scores from a voluntary self-assessment indicates “High Risk”. HARMAN utilizes audits to confirm evidence and compliance to standards working collaboratively and constructively with the Supplier/Partner, identify gaps, and define Supplier Quality Excellence (SQE) action plans or improvement programs to close those gaps. The audit results are routinely evaluated in conjunction with the quantitative risk scores from the suppliers using the HARMAN Risk Tool.

Training and communications programs

Our compliance and internal training program includes identifying signs of human trafficking. Employees have mechanisms to increase the visibility of issues, for example through our confidential ethics hotline.

All credentialed HARMAN employees (for example, those with a HARMAN system login; does not include shop floor employees) must complete an annual training course on the topic of modern slavery and human trafficking. The training syllabus is intended to build critical capability of the topic, and includes, but is not limited to, the following applied elements:

- Definitions of forced labor, modern slavery, and human trafficking;
- Understanding who is most at risk;
- Identifying the countries where these problems most often occur (the global “hot spots,” warranting increased scrutiny and diligence);
- Quantifying the financial impact and scope of the issue;
- Regulatory/legislative overview of global laws enacted to combat slavery and human trafficking;
- How to identify signs of human trafficking, forced labor, and modern slavery in supply chains;
- What to do if the employee becomes aware of circumstances that suggest these issues (reporting and escalation protocol);
- Reinforces a “zero tolerance” approach and a clear understanding that these issues are in direct conflict with HARMAN’s Code of Conduct and behaviors expected of HARMAN employees;

This statement is made pursuant to section 54(1) of the United Kingdom Modern Slavery Act 2015 and California Transparency in Supply Chains Act of 2010 and has been approved and signed by our President and Chief Executive Officer. It constitutes HARMAN'S modern slavery and human trafficking statement for the current financial year.



Michael Mauser
President and Chief Executive Officer
August 9th 2021



HARMAN SUPPLIER CODE OF CONDUCT

This Supplier Code of Conduct (the "Code") applies to all suppliers (and their sub-suppliers) of goods or services to HARMAN International Industries, Incorporated and its affiliates (collectively, "HARMAN"). This Code is considered an integral part of HARMAN's business relationship with its suppliers and forms a part of any contract or agreement between HARMAN and its suppliers. All suppliers must meet the standards of conduct expressed in this Code and must conduct human rights and environmental due diligence in line with this Code and its standards through the establishment of an effective management system. All suppliers are subject to audit by HARMAN to ensure compliance with these standards. Any failure to comply with this Code will constitute a breach of any contract or agreement between HARMAN and the supplier and may result in corrective action, up to and including termination, of contractor agreement.

1.0 RESPONSIBLE BUSINESS PRACTICES

1.1 Integrity

Suppliers, including their officers, directors, employees, representatives, or agents, may not offer any gift, gratuity, or any form of privilege to any HARMAN employee. Suppliers also may not directly or indirectly offer or give anything of value to any government official or employee, political party official, political candidate, or commercial entity to influence their decisions or secure an improper advantage. Gifts, meals, or entertainment are permitted only if they are ordinary and reasonable, of limited value, consistent with accepted business practices and accepted ethical standards, and do not violate any law. HARMAN is subject to US law, including the Foreign Corrupt Practices Act ("FCPA"), the UK Bribery Act 2010 ("UK Bribery Act"), and all applicable laws in the countries in which we conduct business. HARMAN requires its suppliers to comply with the FCPA and the UK Bribery Act and encourages its suppliers to maintain an FCPA and UK Bribery Act compliance program. HARMAN also requires its suppliers to comply with all applicable laws in other countries concerning bribery, corruption, and related matters.

1.2 Conflicts of Interest

All suppliers of HARMAN must avoid personal and financial interests which could conflict with their responsibilities to HARMAN. All suppliers must immediately disclose to HARMAN any situation that could constitute an actual or potential conflict of interest. This includes a conflict between HARMAN's interests and the interests of the Supplier, such as a HARMAN employee, officer, director receiving professional, private, and/or significant financial advantages or other benefits in any of the supplier's businesses.

1.3 Fair Competition

All suppliers of HARMAN must operate their business in alignment with fair business, advertising, and competition, and in accordance with applicable anti-trust laws.

1.4 Disclosure of Information

All business dealings must be transparently performed and accurately reflected on the supplier's business books and records. Information regarding supplier labor, health and safety, environmental practices, business activities, structure, financial situation, and performance must be disclosed in accordance with applicable regulations and prevailing industry practices. Falsification of records or misrepresentation of conditions or practices in the supply chain are unacceptable.

1.5 Intellectual Property

All suppliers of HARMAN must respect intellectual property rights. Transfer of technology and knowledge must be done in a manner that protects intellectual property rights. Customer and supplier information must be safeguarded against misuse, mishandling, counterfeit, theft, fraud, or improper disclosure in accordance with applicable law and HARMAN International contractual terms.

1.6 International Trade Controls and Sanctions

All suppliers of HARMAN must comply with export control regulations applicable to their business and provide accurate and truthful information about it to customs and other authorities when requested. These regulations may include, but are not limited to, any applicable dual-use export controls. All suppliers must ensure that they are not, and are not involved in business with parties that are subject to relevant sanctions, denied parties list, or located in embargoed jurisdictions.

1.7 Protection of Identity and Non-retaliation

Programs that ensure the confidentiality, anonymity, and protection of supplier and employee whistleblowers¹ must be maintained, unless prohibited by law. All suppliers must have a communicated process for their personnel to be able to raise any concerns without fear of retaliation.

1.8 Privacy and Data Protection

All suppliers of HARMAN must comply with applicable information security, privacy and data protection laws with respect to the collection, use, disclosure, retention, disposal, or other processing of personal information (as such term may be defined under applicable privacy and data protection laws). To the extent any and each supplier receives, or otherwise handles personal information from or on behalf of HARMAN, the supplier must comply with all of its contractual obligations it has with HARMAN with respect to such personal information. All suppliers must implement reasonable and appropriate administrative, technical, and physical safeguards to protect the confidentiality, integrity, and availability of such personal information and to prevent unauthorized access, use, or disclosure of such personal information.

1.9 Compliance with Applicable Law

All suppliers of HARMAN must comply with the applicable legal requirements and standards under

¹ Whistleblower definition: Any person who makes a disclosure about improper conduct by an employee or officer of a company, or by a public official or official body.

the laws of each country in which the supplier operates. This includes, but is not limited to, the laws and regulations governing the following: bribery and corruption, money laundering, environmental standards, health, safety, employment, child labor, forced labor, human trafficking, discrimination, freedom of association and collective bargaining, human rights, conflict minerals, exports, imports (e.g., valuation, classification, duty and tariff treatment, and country-of-origin marking requirements), economic or trade sanctions, or boycott prohibitions.

Suppliers must not use forced labor or engage in or support human trafficking. This includes not supplying HARMAN with products that incorporate materials mined, produced, or manufactured with forced labor.

All suppliers must ensure that their products comply with applicable legal requirements in each country (1) where the supplier's products are delivered to HARMAN or (2) where HARMAN has notified the supplier that the supplier's products will be sold. All suppliers must ensure documentation and information about their products will be available to HARMAN when needed to comply with applicable laws or regulations.

2.0 ENVIRONMENT, HEALTH, AND SAFETY

All suppliers of HARMAN must comply with applicable environmental, health and safety standards. All suppliers must provide safe and healthy working conditions for their employees. Additionally, all suppliers must actively support HARMAN in minimizing potential adverse environmental, health and safety impact during the various phases of the life of the HARMAN products from development to disposition through manufacturing, disposition and usage.

2.1 Occupational Safety

Potential or actual worker exposure to safety hazards (e.g., chemical, electrical and other energy sources, fire, vehicles, and fall hazards) must be identified, assessed, and controlled through proper design, engineering and administrative controls, preventative maintenance and safe work procedures (including lock out/tag out), and ongoing safety training. Where hazards cannot be adequately controlled by these means, workers must be provided with appropriate, well-maintained, personal protective equipment and educational materials about risks to them associated with these hazards. Reasonable steps must also be taken to remove pregnant women and nursing mothers from working conditions with high hazards, remove or reduce any workplace health and safety risks to pregnant women and nursing mothers including those associated with their work assignments, and include reasonable accommodations for nursing mothers.

2.2 Emergency Preparedness

Potential emergency situations and events must be identified and assessed, and their impact minimized by implementing emergency plans and response procedures including emergency reporting, employee notification and evacuation procedures, worker training, and drills. Emergency drills must be executed at least annually or as required by local law, whichever is more stringent. Emergency plans should also include appropriate fire detection and suppression equipment, clear and unobstructed egress, adequate exit facilities, contact information for emergency responders,

and recovery plans. Such plans and procedures must focus on minimizing harm to life, the environment, and property.

2.3 Hazardous Substances

Chemicals, waste, and other materials posing a hazard to humans or the environment must be identified, labeled, and managed, to ensure their safe handling, movement, storage, use, recycling or reuse, and disposal. All suppliers of HARMAN must comply with local laws and regulations prohibiting or controlling the use of particular chemicals and other materials.

2.4 Health and Safety Communication

All Suppliers of HARMAN must provide workers with appropriate workplace health and safety information and training in the language of the worker or in a language the worker can understand for all identified workplace hazards that workers are exposed to, including but not limited to mechanical, electrical, chemical, fire, and physical hazards. Health and safety related information must be clearly posted in the facility or placed in a location identifiable and accessible by workers. Training must be provided to all workers prior to the beginning of work and regularly thereafter. Workers must be encouraged to raise any health and safety concerns without retaliation.

2.5 Air Emissions

Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting substances, and combustion byproducts generated from operations must be characterized, routinely monitored, controlled, and treated as required prior to discharge. Ozone-depleting substances must be effectively managed in accordance with the Montreal Protocol and applicable regulations. All suppliers of HARMAN must conduct routine monitoring of the performance of their air emission control systems.

2.6 Energy Consumption and Greenhouse Gas Emissions

Energy consumption and all relevant Scopes 1 and 2 greenhouse gas emissions (GHGs) must be tracked, documented at the facility and/or corporate level. All suppliers of HARMAN must look for methods to improve energy efficiency and to minimize their energy consumption and greenhouse gas emissions.

HARMAN encourages suppliers to commit to 100% renewable electricity for their operations and to report progress annually to CDP.

2.7 Biodiversity, Land Use and Deforestation

All suppliers of HARMAN should protect ecosystems, especially key biodiversity areas, impacted by their operations, and avoid illegal deforestation in accordance with international biodiversity regulations.

2.8 Soil Quality

Where appropriate, suppliers should monitor and control their impact on soil quality to prevent soil erosion, nutrient degradation, subsidence and contamination.

2.9 Noise Emissions

Where appropriate, suppliers should monitor and control the levels of industrial noise to avoid noise pollution.

3.0 LABOR AND HUMAN RIGHTS

All suppliers of HARMAN must uphold the human rights of workers and treat them with dignity and respect as expressed in the UN's International Bill of Human Rights, the principles concerning fundamental rights set out in the ILO's Declaration on Fundamental Principles and Rights at Work, and, at a minimum, the laws of the countries in which it operates. This applies to all workers including temporary, migrant, student, contract, direct employees, and any other type of worker. Workers must be legally entitled to work in the country in which they are employed, and must be granted the protections and rights granted to legal workers in that country.

3.1 Prohibition of child Labor

HARMAN prohibits the use of child labor in its supply chain (including HARMAN's suppliers and their sub-suppliers). A "child" is any person under 15 years of age, or as defined by the International Labor Organization Conventions, national laws or any other applicable law or standard, depending upon which is the most stringent.

3.2 Prohibition of forced labor

Forced labor in any form, including but not limited to bonded (including debt bondage) or indentured labor, involuntary or exploitative prison labor, slavery or trafficking of persons is not permitted. This includes transporting, harboring, recruiting, transferring, or receiving persons by means of threat, force, coercion, abduction or fraud for labor or services. There must be no unreasonable restrictions on workers' freedom of movement in the facility in addition to unreasonable restrictions on entering or exiting company-provided facilities including, if applicable, workers' dormitories or living quarters. As part of the hiring process, all workers must be provided with information in writing in their native language, or in a language the worker can understand, that contains a description of terms and conditions of employment.

Foreign migrant workers must receive the employment agreement prior to the worker departing from their permanent place of residence and there shall be no substitution or change(s) allowed in the employment agreement upon arrival in the receiving country unless these changes are made to meet local law and provide equal or better terms.

All work must be voluntary, and workers must be free to leave work at any time or terminate their employment without penalty if reasonable notice is given as per worker's contract. Employers, agents, and sub-agents' must not hold or otherwise destroy, conceal, or confiscate identity or immigration documents, such as government-issued identification, passports, or work permits. Employers can only hold documentation if such holdings are required by law. In this case, at no time should workers be denied access to their documents. Workers must not be required to pay employers' agents or sub-agents' recruitment fees or other related fees for their employment. If

any such fees are found to have been paid by workers, such fees must be repaid to the worker.

3.3 Freedom of Association and Right to Collective Bargaining

All suppliers of HARMAN must respect the right for, and not interfere with, workers in forming, joining, organizing, representing, and administering trade unions of their choice and bargaining collectively with the supplier, to the extent of the law. All suppliers must ensure workers and representatives are not subjected to discrimination, harassment, intimidation, or retaliation for participating in unions.

3.4 Discrimination and Harassment

All suppliers of HARMAN must be committed to a workplace free of harassment and unlawful discrimination. Suppliers must not engage in discrimination or harassment based on race, color, age, gender, sexual orientation, gender identity, gender expression, ethnicity or national origin, disability, pregnancy, religion, political affiliation, union membership, covered veteran status, protected genetic information or marital status in hiring and employment practices such as wages, promotions, rewards, and access to training. Workers must be provided with reasonable accommodation for religious practices. In addition, workers or potential workers must not be subjected to medical tests, including pregnancy or virginity tests, or physical exams that could be used in a discriminatory way, in accordance with International Labor Organization No. 111 Discrimination (Employment and Occupation) Convention. Suppliers of HARMAN should promote women's rights by providing equal opportunity in employment and committing to equal pay for equal work.

3.5 Working Hours

Working hours must not exceed the maximum set by local law. Further, a workweek must not be more than 60 hours per week, including overtime, except in emergency or unusual situations. All overtime by a worker must be voluntary. Workers must be allowed at least one day off every seven days.

3.6 Compensation

Compensation paid to workers must comply with all applicable wage laws, including those relating to minimum wages, hours, overtime hours and legally mandated benefits. In compliance with local laws, workers must be compensated for overtime at pay rates greater than regular hourly rates. Deductions from wages as a disciplinary measure must not be permitted. For each pay period, workers must be provided with a timely and understandable wage statement that includes sufficient information to verify accurate compensation for work performed. All use of temporary, dispatch and outsourced labor must be within the limits of the local law.

3.7 Disciplinary Practices

All suppliers of HARMAN must demonstrate respect at all times for each worker's mental, emotional and physical integrity in disciplinary and performance processes. Non-arbitrary and effective procedures must be used for giving written/formal warnings regarding an employee's performance

and job security and for dispensing disciplinary procedures if required.

3.8 Security

All suppliers of HARMAN shall not tolerate unlawful conduct of any kind on the part of security staff towards employees or third parties. The supplier shall undertake best efforts to seek that service providers delivering security services are contractually bound to respect human rights, receive advice and undergo appropriate training wherever necessary.

4 COMMUNITIES

All suppliers of HARMAN shall respect the human rights of local communities, including minorities and indigenous people, in developments that affect them and the lands on which they live, with particular consideration for the presence of vulnerable groups. HARMAN expects its Supplier to avoid forced eviction and deprivation of land, forests and water in the acquisition, development or other use of the land, forests and waters.

5 MANAGEMENT SYSTEMS

5.0 Supplier Policy and Management System

All suppliers of HARMAN must have a policy and management system to comply with this Code's requirements. All suppliers of HARMAN must acknowledge their responsibility to implement a due diligence process to avoid causing or contributing to adverse human rights impacts through own activities; and to seek to prevent or mitigate adverse human rights impacts that are directly linked to its operations, products or services through its business relationships. At a minimum, top supplier management must have a process in place to identify and periodically review the adequacy, suitability, and continuing effectiveness of the supplier's policies, procedures, and performance results in meeting the requirements of this Code and other applicable laws, regulations, and customer requirements. System amendments and improvements must be implemented where appropriate.

5.1 Worker Feedback, Participation, and Grievance

All suppliers of HARMAN must have ongoing processes, including an effective grievance mechanism, to assess workers' understanding of, and obtain feedback on, violations against practices and conditions covered by this Code and to foster continuous improvement. Workers must be given a safe environment to provide grievance and feedback without fear of reprisal or retaliation.

5.2 Documentation and Audits

All suppliers of HARMAN must provide additional documentation and evidence regarding the standards addressed in this Code as requested by HARMAN and must permit HARMAN or its representatives (including any third-party auditing organization engaged by HARMAN) to audit its books and records, facilities, and operations to verify compliance with this Code.

5.3 Supplier Responsibility

All suppliers of HARMAN must require, support, and monitor their suppliers and sub-supplier's



compliance with this Code, including the requirements to provide additional information and certification and to permit audits by HARMAN and its representatives. HARMAN must have visibility to its entire supply chain regarding the standards addressed in this Code. Any violations of this Code within the supply chain may result in termination of the Supplier's business relationship with HARMAN.

6 ADDITIONAL POLICIES

Suppliers must comply with all policies published on the Supply Chain page of HARMAN's website (<https://www.harman.com/supply-chain>). These policies may be periodically amended without prior notice.



7 DOCUMENT HISTORY

Version 1 – Released 2016

Version 2 – Released March 2021, with revisions to language associated with an inclusive, diverse, and respectful workplace.

Version 3 – Released February 24, 2023 with revisions to several sections that provide increased alignment to the RBA Code of Conduct.

Version 4 – November 21, 2023, with revisions to several sections relating to trade compliance, human rights and due diligence, and enhanced alignment to the RBA Code of Conduct.

HARMAN INTERNATIONAL INDUSTRIES, INCORPORATED
TERMS AND CONDITIONS FOR DIRECT PROCUREMENT
(Revised Effective November 2020)

1. Documents. These Terms and Conditions are being issued in connection with a request for quotation, award letter, purchase order, release, purchase agreement, or similar document issued to Seller by **Harman International Industries, Incorporated**, or one of its affiliated companies (“Buyer”). Any reference to an “Order” in these Terms and Conditions includes any request for quotation, award letter, purchase order, release, purchase agreement, or similar document issued to Seller by Buyer. Buyer’s Supplier Quality Manual, Supplier Logistics Manual, Code of Conduct, and compliance requirements, including information security, each located and accessible at <http://www.harman.com/supply-chain>, (collectively, “Harman Policies”) are incorporated herein and apply to each Order. Seller agrees to comply with all of the requirements of the Harman Policies and failure to do so will be a material breach of this Agreement. If these Terms and Conditions are not consistent with any of the requirements of the Supplier Quality Manual, then the requirements of the Supplier Quality Manual will control. Except for paragraphs 9 (“Termination at Buyer’s Option”) and 11 (“Cancellation for Default or Breach; Buyer’s Remedies”) of these Terms and Conditions, if any other provision of these Terms and Conditions is inconsistent with the specific provisions of any Order, then the specific provisions of the Order will control. If the specific terms of any Order are inconsistent with the Supplier Quality Manual, then the specific provisions of the Order will control. These Terms and Conditions, together with the Supplier Code of Conduct, the Supplier Quality Manual, the Supplier Logistics Manual and any request for quotation, purchase order, release, purchase agreement, or similar documents issued to Seller by Buyer, constitute one agreement and may not be treated as separate contracts.

2. Acceptance. Any Order is an offer to Seller by Buyer and does not constitute an acceptance of any offer to sell or proposal made by Seller. Any reference to any offer to sell or proposal made by Seller is solely for the purpose of incorporating the description and specifications of goods and services contained in such offer to sell or proposal to the extent that such description and specifications do not conflict with the description and specifications contained in the Order. Seller’s delivery of goods, written acceptance, commencement of any work under the Order, or any other conduct by Seller which recognizes the existence of a contract with respect to the subject matter of the Order will constitute Seller’s acceptance of an Order, including these Terms and Conditions. Any additional or different terms and conditions proposed by Seller are rejected by Buyer and are not part of the Order, unless specifically accepted by Buyer in writing. Seller’s failure to obtain a written acceptance from Buyer will be conclusive evidence of acceptance of these Terms and Conditions by Seller and rejection by Buyer of Seller’s terms and conditions.

3. Shipping. (a) Seller must properly pack, mark, and store the goods that are the subject of the Order (“goods”) in accordance with the requirements of Buyer (as specified in the Supplier Quality Manual and any Order) and any carrier. (b) Seller will bear all costs of packing, marking, and storing of the goods, including any expenses incurred by Buyer as a result of improper packing, marking, or storing, unless otherwise stated in the Order. (c) Seller must reimburse Buyer for expenses incurred by Buyer as a result of improper packing, marking or shipping and for the return of rejected goods. (d) Unless otherwise provided in the Order, Seller must arrange for and bear all costs of shipping the goods, including, without limitation, the cost of customs duties, insurance, and freight. (e) All shipments must be accompanied by packing slips showing Seller’s name, order numbers and quantities. (f) If Seller submits paper invoices, original bills of lading, express receipts, etc., signed by carrier, must be attached to Seller’s invoice and mailed not later than the day after shipment. If Seller submits invoices through EDI or other electronic means, original bills of lading, express receipts, etc., signed by carrier, must be retained in Seller’s records and delivered to Buyer on demand. (g) Risk of loss will pass to Buyer upon delivery to Buyer’s facility or such other location specified on the face of the Order, except that risk of loss for excess quantities delivered to Buyer will only pass upon acceptance of such excess by Buyer. (h) Buyer may

HARMAN INTERNATIONAL INDUSTRIES, INCORPORATED
TERMS AND CONDITIONS FOR DIRECT PROCUREMENT
(Revised Effective November 2020)

1. Documents. These Terms and Conditions are being issued in connection with a request for quotation, award letter, purchase order, release, purchase agreement, or similar document issued to Seller by **Harman International Industries, Incorporated**, or one of its affiliated companies (“Buyer”). Any reference to an “Order” in these Terms and Conditions includes any request for quotation, award letter, purchase order, release, purchase agreement, or similar document issued to Seller by Buyer. Buyer’s Supplier Quality Manual, Supplier Logistics Manual, Code of Conduct, and compliance requirements, including information security, each located and accessible at <http://www.harman.com/supply-chain>, (collectively, “Harman Policies”) are incorporated herein and apply to each Order. Seller agrees to comply with all of the requirements of the Harman Policies and failure to do so will be a material breach of this Agreement. If these Terms and Conditions are not consistent with any of the requirements of the Supplier Quality Manual, then the requirements of the Supplier Quality Manual will control. Except for paragraphs 9 (“Termination at Buyer’s Option”) and 11 (“Cancellation for Default or Breach; Buyer’s Remedies”) of these Terms and Conditions, if any other provision of these Terms and Conditions is inconsistent with the specific provisions of any Order, then the specific provisions of the Order will control. If the specific terms of any Order are inconsistent with the Supplier Quality Manual, then the specific provisions of the Order will control. These Terms and Conditions, together with the Supplier Code of Conduct, the Supplier Quality Manual, the Supplier Logistics Manual and any request for quotation, purchase order, release, purchase agreement, or similar documents issued to Seller by Buyer, constitute one agreement and may not be treated as separate contracts.

2. Acceptance. Any Order is an offer to Seller by Buyer and does not constitute an acceptance of any offer to sell or proposal made by Seller. Any reference to any offer to sell or proposal made by Seller is solely for the purpose of incorporating the description and specifications of goods and services contained in such offer to sell or proposal to the extent that such description and specifications do not conflict with the description and specifications contained in the Order. Seller’s delivery of goods, written acceptance, commencement of any work under the Order, or any other conduct by Seller which recognizes the existence of a contract with respect to the subject matter of the Order will constitute Seller’s acceptance of an Order, including these Terms and Conditions. Any additional or different terms and conditions proposed by Seller are rejected by Buyer and are not part of the Order, unless specifically accepted by Buyer in writing. Seller’s failure to obtain a written acceptance from Buyer will be conclusive evidence of acceptance of these Terms and Conditions by Seller and rejection by Buyer of Seller’s terms and conditions.

3. Shipping. (a) Seller must properly pack, mark, and store the goods that are the subject of the Order (“goods”) in accordance with the requirements of Buyer (as specified in the Supplier Quality Manual and any Order) and any carrier. (b) Seller will bear all costs of packing, marking, and storing of the goods, including any expenses incurred by Buyer as a result of improper packing, marking, or storing, unless otherwise stated in the Order. (c) Seller must reimburse Buyer for expenses incurred by Buyer as a result of improper packing, marking or shipping and for the return of rejected goods. (d) Unless otherwise provided in the Order, Seller must arrange for and bear all costs of shipping the goods, including, without limitation, the cost of customs duties, insurance, and freight. (e) All shipments must be accompanied by packing slips showing Seller’s name, order numbers and quantities. (f) If Seller submits paper invoices, original bills of lading, express receipts, etc., signed by carrier, must be attached to Seller’s invoice and mailed not later than the day after shipment. If Seller submits invoices through EDI or other electronic means, original bills of lading, express receipts, etc., signed by carrier, must be retained in Seller’s records and delivered to Buyer on demand. (g) Risk of loss will pass to Buyer upon delivery to Buyer’s facility or such other location specified on the face of the Order, except that risk of loss for excess quantities delivered to Buyer will only pass upon acceptance of such excess by Buyer. (h) Buyer may

Neither party will be liable for a failure to perform that arises from causes or events beyond its reasonable control and without its fault or negligence, provided (i) the delayed party must give prompt notice of such delay; (ii) the delayed party must utilize its best efforts to (x) take all possible actions to minimize the scope and period of delay including requisition of alternate materials that are affected by the event; (y) exercise efforts to minimize or limit the damages to the other party; and (z) cooperate with the non-delayed party's information requests including granting regular reports and access to facilities; and (ii) during the period Seller is delayed, Buyer, at its option, may purchase goods from other sources and reduce the quantities set forth in the Order and will have no 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 the Order. In the event any delay lasts for more than one day, or if Seller cannot provide adequate assurance that any delay will cease within one day, Buyer may immediately cancel the Order without liability.

6. Inspection and Audit; Other Information. Buyer will have the right to enter Seller's facility at reasonable times to inspect the facility, goods, material and any property of Buyer covered by the Order and Seller's records relating to the Order. Buyer may, either directly or through a third party that Buyer designates, conduct inspections, verifications and audits of Seller's compliance with the Order, the Supplier Quality Manual, and the Supplier Code of Conduct. The fact that Buyer may have inspected, tested or failed to inspect or test any goods will not affect any rights of Buyer under the Order. Buyer's inspection of the goods, whether during manufacture, prior to delivery or within a reasonable time after delivery, will not constitute acceptance of any work-in-process or finished goods. Nothing in the Order will relieve Seller from any obligation to inspect or test the goods. If Seller is to be paid other than on a lump sum basis, Buyer will have the right at reasonable times and upon reasonable notice to audit such of Seller's records as are reasonably necessary to verify the amounts due Seller, and Seller must make such books and records available to Buyer or its designees and provide copies of such books and records to Buyer or its designees upon request. Upon request by Buyer, Seller must promptly deliver to Buyer the following financial and other information: (a) upon receipt of the Order, Seller's financial statements for the two most recently ended fiscal years (audited, if available); (b) within 90 days after the end of each fiscal year, Seller's financial statements for the most recently ended fiscal year (audited, if available); (c) within 15 days after the end of each fiscal quarter, Seller's financial statements for the most recently ended fiscal quarter; and (d) any other information that Buyer may reasonably require to demonstrate that Seller will be able to perform its obligations under the Order (including but not limited to production schedules, accounts receivable agings, accounts payable agings, and organizational charts). All financial statements (including interim financial statements) delivered to Buyer under this paragraph: (a) must be certified to Buyer by Seller's chief executive officer and chief financial officer unless they are audited financial statements; (b) must include a balance sheet, income statement, and cash flow statement; (c) must be prepared in accordance with generally accepted accounting principles consistently applied; (d) if Seller is a subsidiary or other business unit of another organization, must include financial statements (consolidated or combined) for the total organization and separate financial statements for the specific business unit.

7. Changes. (a) Changes to the Order or to the design or specifications of the goods or services and payment of extra charges will be permitted only when authorized by Buyer in writing signed by Buyer. (b) Buyer at any time in writing may change the design or specifications of the goods or services or other matters affecting the scope of Seller's work, or the method of packing and shipping, or the place of delivery, and Seller agrees to comply with such changes promptly. If any such change affects cost or time of delivery or performance, Buyer will equitably adjust the price or delivery terms of the Order after receipt of documentation in such form and detail as Buyer may direct. Any changes to the Order must be made in accordance with paragraph 18.

8. Warranties; Recalls. In addition to what is required by applicable law, Seller warrants that all goods and services covered by the Order will: (a) conform to the specifications, drawings, samples or descriptions furnished to or by Buyer; (b) be of good quality and workmanship; (c) be free of defects in design (unless Buyer provided the design), materials and workmanship; (d) be merchantable; (e) be fit for the particular purposes intended by Buyer; and (f) comply with all applicable environmental,

or other matter incorporated into the Order by specific reference, constitutes the entire agreement between Seller and Buyer with respect to its subject matter and supersedes all prior or contemporaneous oral or written discussions, understandings, representations and agreements. The agreement may be modified only by a writing signed by an authorized representative of Buyer. Acceptance of deliveries or payment by Buyer will not be deemed acceptance or approval of any modifications proposed by Seller.

19. Severability. If any provision of the Order should be determined by a court of competent jurisdiction to be invalid, the invalidity of such provision will not affect the validity of the remainder of the Order.

20. Assignment and Subcontracting. Seller may not assign the Order, or any part of the Order, or subcontract any of its substantive duties under the Order, without Buyer's prior written approval. Such approval will not release Seller from any of its obligations under the Order. Seller acknowledges and agrees that Buyer has issued the Order on its own behalf and on behalf of its affiliated companies. Accordingly, Buyer and each of its affiliated companies will have the right to make purchases under the Order.

21. Taxes. Unless otherwise specified in the Order, the price includes all taxes, duties, tariffs and similar assessments.

22. Compliance; Supply Chain Transparency. (a) Seller must comply with all applicable laws, regulations, rules and orders, including laws regarding slavery and human trafficking. Seller will, upon request by Buyer, provide any information required by Buyer to permit Buyer to comply with all applicable laws, including U.S. export control laws. (b) Without limiting anything else in this paragraph 22 or otherwise, Seller will (i) provide to Buyer any information or access that Buyer requires in the course of Buyer's compliance with the California Supply Chain Transparency Act (Cal. Civ. Code § 1714.43) or any similar rule of law, regardless of whether such law applies to Seller, (ii) cooperate with Buyer in evaluating and addressing risks of human trafficking and slavery in all parts of Buyer's supply chain with which Seller is associated, (iii) cooperate with Buyer audits of Seller and Seller's direct and indirect suppliers to evaluate compliance by Seller and Seller's direct and indirect suppliers with Buyer's standards for trafficking and slavery in supply chains, (iv) certify that materials incorporated into all goods comply with the laws regarding slavery and human trafficking of the country or countries in which Seller does business, (v) comply with Buyer's accountability standards and procedures for regarding slavery and trafficking, (vi) provide to its personnel training, or cause such personnel to receive training from Buyer, regarding human trafficking and slavery, particularly with respect to mitigating risks within the supply chains of products. It is the expectation of the Buyer that the Seller has adopted policies and procedures that aim to reduce its effects on the environment and natural resources including the proper and legal disposal of waste. (c) Pursuant to the requirements of Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the rules and Form SD associated with Section 13(p) of the Securities Exchange Act of 1934, Seller shall comply with Buyer's Conflict Minerals Policy available at www.harman.com and with all expectations and requirements mandated thereunder (the "Policy"). Seller represents and warrants that, to its knowledge, no Conflict Minerals (as defined in the Policy) contained in any good subject to any Order, originated from the Democratic Republic of the Congo or an adjoining country, unless the Conflict Minerals were processed by a facility listed as compliant pursuant to the Conflict-Free Sourcing Initiative Conflict-Free Smelter Program or the London Bullion Market Association Responsible Gold Programme. Seller agrees to respond, or cause its subcontractors and sub-suppliers to respond, as applicable, promptly to information requests from Buyer regarding the uses, sources and chain of custody of Conflict Minerals. Any failure to comply with section is a material breach and could lead Buyer to source from alternative suppliers.

23. FCPA and Anti-Bribery Laws. As used in this paragraph 23, the term "Anti-Bribery Laws" means the U.S. Foreign Corrupt Practices Act ("FCPA"), the UK Bribery Act 2010, or any similar law or regulation. Seller must not act in any fashion or take any action that will render Buyer or any of its affiliates liable for a violation of the Anti-Bribery Laws, which prohibit the offering, giving or promising