



SUPPLIER CODE OF CONDUCT

At Motion, we are committed to a standard of excellence in every aspect of our business. Our values communicate the kind of company we want to – **fair, ethical, inclusive, and invested** in our dealings so that we can be the premier industrial solutions company. We expect our Suppliers to share these same values and commitments.

In addition, Motion requires that our Suppliers meet the following standards:

BUSINESS INTEGRITY AND ETHICS

Compliance with Applicable Laws. Supplier will comply with all laws and regulations applicable to Supplier's business, as well as the applicable standards of its industry, including those pertaining to environmental, health & safety, and the pricing, sale, distribution, and exportation of merchandise. If industry standards exceed local legal requirements, Motion will favor Suppliers who meet the industry standards. Supplier will not violate or infringe upon the intellectual property rights of any third party, and will not engage in any activities, such as bribery of local officials, which would violate any applicable U.S. laws and regulations, including, but not limited to, the Foreign Corrupt Practices Act. Supplier will comply with all applicable customs laws and regulations, to include all labeling and warning requirements on merchandise.

Conflicts of Interest. Suppliers shall not engage in any activity which could create either the appearance of, or an actual conflict-of-interest, between the personal interests of Motion's associates or their immediate family members and Motion's interests.

Conflict Minerals. Suppliers are expected to assure that their products supplied to Motion Industries, Inc. contain no metals derived from minerals or their derivatives originated from conflict regions that directly or indirectly finance or benefit armed groups. Our suppliers shall exercise due diligence in sourcing raw materials and components for goods sold to us and must have a policy in place to reasonably assure that thitin, tantalum, tungsten and gold in the products they manufacture do not directly or indirectly finance or benefit armed groups that are perpetrators of serious human rights abuses in the Democratic Republic of the Congo or an adjoining country.

Compliance with Anti-Corruption Laws. Suppliers will operate with integrity, in an ethical manner and in compliance with all applicable laws, rules and regulations applicable to their industry and place of business. Suppliers will not engage in bribery, corruption, embezzlement, extortion, kickbacks, excessive commission, inducements or fees and any other prohibited business practices.

Subcontracting. Supplier will not use subcontractors unless each subcontractor has entered into a written agreement to comply with this Code of Conduct, and Supplier can provide Motion with a copy of this written agreement upon request.



Agents and Brokers. In the event Motion uses an Agent or Broker to arrange for product to be supplied to Motion by any Supplier, the Agent or Broker shall ensure that this Code of Conduct is provided to the Supplier, and will take all necessary actions to ensure that the Supplier, as well as the officers and employees of the Agent or Broker, comply in all respects with the terms of this Code of Conduct.

Confidentiality, Security, and Privacy. Suppliers will handle and process data only for the purposes for which it was collected or otherwise made available. Suppliers shall demonstrate appropriate industry standard and best practices data security controls to ensure that all information is protected and secure from damage and unauthorized use.

In addition to the above minimum requirements, Suppliers shall follow any data security requirements specified in contractual agreements with Motion.

Suppliers will immediately notify Motion of any known or suspected data security breaches and will work with Motion and, if applicable, law enforcement to contain the breach and determine a root cause.

LABOR, HEALTH, AND SAFETY

Forced Labor/Prison Labor. Supplier will not use forced or involuntary labor, including prison, bonded, indentured, or otherwise.

Child Labor. Supplier will not use child labor. "Child" is any person who is younger than 15 (or 14 where the local law allows), or younger than the age for completing compulsory education where such age is higher than 15. Supplier will comply with all applicable laws and regulations regarding the employment of young persons who do not fall within this definition of "child."

Compensation. Supplier must comply with all applicable wage and hour laws and regulations, including those relating to minimum wages, overtime, and other elements of compensation, and will provide all legally mandated benefits. If local laws do not provide for overtime pay, Supplier will, at a minimum, pay regular wages for overtime work.

Working Hours and Minimum Wages. Supplier will maintain reasonable work hours in compliance with all applicable wage and hour laws and regulations. Suppliers will not require employees to work more than any limits on regular and overtime hours allowed by any applicable local law.

Discrimination. Supplier will not discriminate in hiring practices or any other term or condition of work on the basis of race, color, national or ethnic origin, gender, religion, disability, age, or other similar factors.



Diversity, Inclusion, and Equal Opportunity. We recognize the benefits that diversity, inclusion and equal opportunity provide, and we know that our collection of talents, experiences and perspectives helps us better serve the diverse world we live in. Simply stated, diversity is a conscientious effort to create a workforce composed of people with varying backgrounds and characteristics. Inclusion is ensuring that those diverse individuals feel welcomed, valued and are given opportunities to grow. Equal opportunity is the proactive reinforcement of policies, practices, attitudes and actions that produce the equitable access, opportunities, treatment and fair outcomes needed for true diversity and inclusion to exist.

Motion expects Suppliers to foster a culture and working environment that values and respects diversity, inclusion, and equal opportunity.

SUSTAINABILITY

At Motion, our approach to sustainability balances the priorities of our business with those of our stakeholders to ensure we protect our people, our communities, and our planet. It is this approach that allows us to be nimble in responding to environmental and social concerns, and to respond to market challenges as they emerge.

As part of our company's commitment to sustainability, we consider the environmental, social and economic impact when evaluating supplier value. We strive to build relationships with suppliers who behave in a responsible and sustainable manner.

Additional information regarding Environmental, Social, and Governance (ESG) initiatives can be found on the GPC and Motion web pages.

MONITORING

Supplier authorizes Motion or our designated agents (including third parties) to engage in monitoring activities to confirm compliance with this Code of Conduct, to include on-site inspection of facilities and review of books and records relating to employment matters. Notwithstanding such authorization, Motion does not assume any duty to monitor or ensure compliance with this Code of Conduct, and Supplier acknowledges and agrees that Supplier is solely responsible for full compliance with this Code of Conduct by its officers, directors, managers and employees.



ACKNOWLEDGEMENT

Supplier acknowledges and agrees that Motion may require Supplier to reaffirm this Code of Conduct, or execute a new Code of Conduct, from time to time and that this Code of Conduct replaces and supplants any prior Code of Conduct governing Supplier's relationship with Motion. As a duly authorized officer or director of Supplier, the undersigned acknowledges that he/she has read this Code of Conduct and understands that Supplier's business relationship with Motion is based on Supplier's full compliance with this Code of Conduct. The undersigned understands that Supplier's failure to abide by the terms of this Code of Conduct may result in Motion's immediate cancellation or termination of any and all outstanding agreements and purchase orders between Motion and Supplier, including, without limitation, Motion's cancellation of orders for goods in process or scheduled to be made at the time of cancellation or termination, whether involving raw materials, work in process or finished goods, or merchandise in Supplier's, Motion's or a third party's possession.

READ, UNDERSTOOD AND AGREED TO:

Supplier Name:

Supplier Title:

Supplier Signature:

Date: