

Magneti Marelli Anti-Corruption Guidelines

Foreword

The Magneti Marelli group is committed to compliance with all applicable anti-corruption laws that govern its operations. The anti-corruption laws of many countries apply to conduct that occurs outside the country's borders. For example, the U.S. Foreign Corrupt Practices Act ("FCPA"), which applies to the Magneti Marelli group, governs our conduct with government officials outside of the United States (officials that the FCPA refers to as "foreign" officials, *i.e.*, non-U.S.). The United Kingdom's Bribery Act ("UKBA") has the same effect, namely, that bribery of a Government Official of a non-U.K. country constitutes a violation of the UKBA. New laws of many other countries follow this pattern.

Bribery of Government Officials Prohibited

No Magneti Marelli group director, officer, employee, or business partner may directly or indirectly, give, offer, promise, or authorize bribes, kickbacks, payoffs, or other improper payments or transfers of anything of value to any Government Official with the intention to influence the official in the performance of his or her official functions and thereby secure a business advantage.

"Anything of value" includes: cash, cash equivalents (such as gift vouchers and gift cards), loans, offers of employment or education, club memberships, as well as gifts, business hospitality (meals and entertainment), and travel that do not comply with the requirements of these Guidelines.

The provision of gifts, business hospitality and travel accommodations to Government Officials is improper if corruptly offered, given, or received, in order to obtain or retain a business advantage, and even if permitted, may be highly regulated by local law. Workforce members are required to consult any applicable Procedures relating to their jurisdiction and must work with the Legal Department before conducting such activities.

The Magneti Marelli group also prohibits facilitating payments or "grease payments" (money provided to government employees whose duties are essentially ministerial or clerical to facilitate or expedite performance of their assigned responsibilities).

Commercial Bribery Prohibited

The Magneti Marelli group also prohibits bribery in the context of private transactions, i.e., transactions not involving government officials. Thus, no Magneti Marelli group director, officer, employee, or business partner may, directly or indirectly:

- give, offer, promise, or authorize bribes, kickbacks, payoffs, or other improper payments or transfers of anything of value to individuals, employees, representatives, or agents acting on behalf of commercial (i.e., non-government) customers or counterparties for the purpose of obtaining or retaining business or securing any improper advantage;
- agree to receive, or accept kickbacks, payoffs, or other improper payments or transfers of anything of value in connection with Magneti Marelli business.

The provision or receipt of gifts, business hospitality, and travel to non-governmental commercial customers and business partners must in all cases be reasonable and not lavish. Nevertheless, it is prohibited to improperly offer, promise, or give personal benefits to employees and representatives of other companies, such as customers or suppliers, in order to receive a benefit in return.

Applicability to Third-Parties acting on behalf of Magneti Marelli

These principles apply to third parties that act on Magneti Marelli group's behalf. Third parties, therefore, may not give, offer, request, promise, authorize, or accept bribes or make any payments on Magneti Marelli group's behalf that violate these Guidelines.

Each Magneti Marelli group company that contracts with third parties shall adopt all appropriate measures to ensure that:

- all remuneration paid to third parties is appropriate according to the nature of the goods or services provided to that Magneti Marelli group company;
- third parties with whom we do business do not use any portion of such remuneration to make payments that conflict with these principles or applicable law;
- agreements with third parties are in writing, indicate the goods or services to be provided, the fees to be paid for such goods or services, and include appropriate Anti-Corruption clauses in addition to other relevant contractual provisions;
- sufficient background checks and other appropriate due diligence procedures have been performed with respect to third parties under consideration.

Mergers and Acquisitions and Joint Ventures

Each Magneti Marelli group company will conduct appropriate due diligence investigations prior to the consummation of any merger and acquisition transaction, and ensure that the final agreements in any such transactions include appropriate anti-corruption representations, warranties and related clauses. Similarly, unless otherwise approved by the Magneti Marelli group company, each such company will ensure that any joint venture agreements include appropriate anti-corruption clauses.

Representatives

Each Magneti Marelli group company that engages third parties to act on its behalf, such as consultants, or other representatives, must ensure that such representatives sign written agreements that contain clauses that require their compliance with anti-corruption laws, and that the representatives are subject to the Company's applicable due diligence procedures, if any.

Charitable Donations and Sponsorships

No donation, whether made to a government agency or any other charitable organization, may be made with the purpose or intent of benefitting the personal interest of Government Officials. Adequate due diligence processes and controls are critical on the organization receiving the donation to avoid potential conflicts of interest.

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