



Motorola Mobility Supplier Code of Business Conduct v1.0 (February 2014)

The Motorola Mobility (“Motorola”) Supplier Code of Business Conduct describes both legal and Corporate Social Responsibility (CSR) requirements for our third party suppliers (“Suppliers”). Suppliers, in all of their activities, will operate in full conformance with the laws, rules and regulations of the countries in which they operate and will conform to these requirements and communicate our Supplier Code of Business Conduct to their suppliers. There are three key components of our Supplier Code of Business Conduct: CSR Standards, Ethics Requirements, and Responsible Sourcing of Minerals.

1. **CSR STANDARDS** describe our requirements for our third party suppliers. It includes aspects of the Electronic Industry Citizenship Coalition® (EICC®) Code of Conduct, International Labor Organization Conventions, the Universal Declaration of Human Rights, and the UN Guiding Principles on Business and Human Rights. Motorola’s CSR Standards requires all of our Suppliers to ensure that working conditions in their operations and supply chains are safe, that all workers are treated with respect and dignity, and that business operations are environmentally responsible and conducted ethically. We will assess conformance to these requirements and will consider a Supplier’s conformance in making sourcing and procurement decisions.

A. Labor

Suppliers are committed to uphold the human rights of workers, and to treat them with dignity and respect. This applies to all workers, including temporary, migrant, student, contract, direct employees, and any other type of worker. The labor requirements for Suppliers are:

1. **Forced Labor** - Supplier will not use forced, bonded (including debt bondage), indentured, or involuntary prison labor and will not engage in slavery or trafficking of person. The supplier will ensure access to personal documentation (e.g., government-issued identification, passports, or work permits) and pay agency recruitment and/or employment fees and expenses.
2. **Child Labor** - Supplier will not use child labor, as defined by local law or 15 years of age, whichever is greatest.
3. **Working Hours** - Supplier will comply with all applicable local and national work hours and overtime laws and will set the maximum at 60 hours per week except in emergency and unusual situations. Supplier will also guarantee one full day off per seven-day period.
4. **Wages & Benefits** -Supplier will comply with all applicable local and national wages and benefits laws.
5. **Abuse of Labor** - Supplier will comply with all applicable local and national laws on abuse of employees and there will be no harsh and inhumane treatment including any sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or verbal abuse of workers.
6. **Discrimination** - Supplier will not engage in discrimination based on race, color, age, gender, sexual orientation, ethnicity, disability, pregnancy, religion, political affiliation, union membership or marital status in hiring and employment practices.
7. **Freedom of Association** - Supplier will comply with all applicable local and national laws on freedom of association and collective bargaining. The rights of workers to associate freely, seek representation, and join workers’ councils will be respected.



8. Laws and Regulations - Supplier will comply with all applicable laws, rules, regulations and requirements in the manufacture and distribution of our products and supplies and in providing services to the company.

B. Health and Safety

Suppliers recognize that in addition to minimizing the incidence of work-related injury and illness, a safe and healthy work environment enhances the quality of products and services, consistency of production and worker retention and morale. The Supplier will comply with all applicable local and national health and safety requirements and ensure that the following requirements are met:

1. Occupational Safety. Worker exposure to potential safety hazards will be controlled through proper design, engineering and administrative controls, preventative maintenance and safe work procedures and ongoing safety training.
2. Emergency Preparedness. Supplier will implement emergency plans and response procedures including: emergency reporting, employee notification and evacuation procedures, worker training and drills, appropriate fire detection and suppression equipment, adequate exit facilities and recovery plans.
3. Occupational Injury and Illness. Procedures and systems will be in place to prevent, manage, track and report occupational injury and illness.
4. Industrial Hygiene. Worker exposure to chemical, biological and physical agents will be identified, evaluated and controlled.
5. Physically Demanding Work. Worker exposure to the hazards of physically demanding tasks, including manual material handling and heavy or repetitive lifting, prolonged standing and highly repetitive or forceful assembly tasks will be identified, evaluated and controlled.
6. Machine Safeguarding. Physical guards, interlocks and barriers will be provided and properly maintained where machinery presents an injury hazard to workers.
7. Sanitation and Food. Workers will be provided with ready access to clean toilet facilities, potable water and sanitary food preparation, storage, and eating facilities.
8. Housing. Worker dormitories or other housing provided by Supplier or a labor agent will be maintained to be clean and safe, and provided with appropriate emergency egress and fire protection/suppression, hot water for bathing and showering, adequate heat and ventilation, and reasonable personal space along with reasonable entry and exit privileges.

C. Environment

In Supplier's operations, adverse (and potentially adverse) effects on the community, environment and natural resources will be minimized while safeguarding the health and safety of the public. The environmental requirements for Suppliers are:

1. Environmental Permits and Reporting. All required environmental permits, approvals and registrations will be obtained, maintained and kept current and their operational and reporting requirements will be followed.
2. Pollution Prevention and Resource Reduction. Waste of all types, including water and energy, will be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, and recycling and reusing materials.



3. Hazardous Substances. Chemicals and other materials posing a hazard if released to the environment will be identified and managed to ensure their safe handling, movement, storage, use, recycling and reuse, and disposal.
4. Wastewater and Solid Waste. Wastewater and solid waste generated will be characterized, monitored, controlled and treated as required prior to discharge or disposal.
5. Air Emissions. Air generated from operations will be characterized, monitored, controlled and treated as required prior to discharge.
6. Product Content Restrictions. Supplier will adhere to all applicable laws, regulations and requirements as set forth in Motorola's Controlled and Reportable Materials Disclosure requirements found at, <http://responsibility.motorola.com/index.php/suppliers/materialdisclose/>. In addition, Supplier will certify to Motorola on an annual basis that Supplier's products are not manufactured with, or come into contact with ozone depleting chemicals as set out in the Supplier ODC form, <http://responsibility.motorola.com/index.php/suppliers/materialdisclose/ozonedepleting/>.

D. Business Integrity - The highest standards of integrity will be upheld in all business interactions. Supplier will have a zero tolerance policy that prohibits any and all forms of bribery, corruption, extortion and embezzlement (covering promising, offering, giving or accepting any bribes).

E. Demonstration of Compliance – Supplier must be able to demonstrate compliance with the Motorola Mobility Code of Conduct at the request and satisfaction of Motorola Mobility and establish management systems to ensure sustained compliance.

2. ETHICS REQUIREMENTS - Suppliers and their agents will uphold the highest standards of ethics in their operations, including:

- A. Business Integrity.** All business dealings will be transparently performed and accurately reflected on Supplier's business books and records. Monitoring and enforcement procedures will be implemented by Supplier to ensure conformance with anti-corruption laws.
- B. No Improper Advantage.** Bribes or other means of obtaining undue or improper advantage will not be offered or accepted.
- C. Disclosure of Information.** Information regarding business activities, structure, financial situation and performance will be disclosed in accordance with applicable regulations and prevailing industry practices. Falsification of records or misrepresentations of conditions or practices in the supply chain are prohibited.
- D. Intellectual Property.** Intellectual property rights will be respected. Transfer of technology and know-how will be done in a manner that protects intellectual property rights and in accordance with the most stringent information protection requirements under the applicable agreements between Motorola and Supplier.
- E. Fair Business, Advertising and Competition.** Standards of fair business, advertising and competition will be upheld. Appropriate means to safeguard customer information will be available and utilized in accordance with the most stringent information protection requirements under the applicable agreements between Motorola and Supplier.



- F. **Protection of Identity.** Programs that ensure the confidentiality and protection of supplier and employee whistleblowers will be maintained.
- G. **Privacy.** Supplier commits to protecting the reasonable privacy expectations of personal information of everyone they do business with, including its suppliers, customers, consumers and employees. Supplier will comply with privacy and information security laws and regulatory requirements if personal information is collected, stored, processed, transmitted and shared and will comply with the most stringent information protection requirements under the applicable agreements between Motorola and Supplier.
- H. **Non-Retaliation.** Supplier will have a communicated process for its personnel to be able to raise any concerns without fear of retaliation

3. RESPONSIBLE SOURCING OF MINERALS - Motorola intends to demonstrate compliance with the Dodd-Frank Wall Street Reform and Consumer Protection Act's (Dodd-Frank) provisions and corresponding enabling regulations regarding conflict minerals, as defined therein, including regulations promulgated by the Securities Exchange Commission.

- A. To support such compliance, supplier will exercise all due diligence required by Dodd-Frank to enable accurate reporting on the source and chain of custody of conflict minerals.
- B. Supplier will make its due diligence measures available in the format specified by Motorola and will respond to the request for compliance information in a timely manner.
- C. Supplier will have a policy to assure compliance with this section and to reasonably assure that the tantalum, tin, 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.



APPENDIX 1

ASSESSMENT AND RESOLUTION REQUIREMENTS

Formal assessment, monitoring and ongoing resolution of Supplier's conformance with this Supplier Code of Business Conduct is critical for advancing social and environmental responsibility and business ethics. The assessment and resolution requirements for Suppliers are as follows:

1. **Audits.** Motorola may, and may engage third parties to, conduct onsite audits of Supplier's conformance with the CSR Standards, as well as relevant laws, codes and ordinances (the "CSR Audit") and notwithstanding any term in Supplier's agreements with Motorola, such CSR Audits may be conducted without notice. During the onsite audit, Supplier will be expected to allow auditor access to all requested records and physical areas of the operations and to allow random sampling for employee/worker interviews (unless any of these activities are restricted by a specified customer requirement). Supplier will exercise reasonable efforts to pass through the audit requirement to its suppliers and will delegate such authority to Motorola upon request. In the event Supplier refuses to permit or cooperate with a CSR Audit, whether with or without notice, Supplier will pay all expenses associated with the refused or non-cooperative audit together with the cost of a subsequent audit, and Motorola may initiate business escalation.
2. **Resolution.** Initial CSR Audits will be conducted at Motorola's expense; however, if a CSR Audit indicates poor performance as outlined at the closing meeting, then all Closure Verification audits conducted to confirm resolution of identified findings will be at Supplier's expense and will take place within one year of the initial audit. If Motorola identifies any findings or areas of non-conformance from its CSR Audits, supplier will be required to engage through an online Corrective and Preventive Action (CAPA) system to document action plans and CAPA implementation until the issues are approved by Motorola's designated third party via remote verification and/or through an onsite closure verification audit.
3. **Business Escalation.** If Supplier refuses to allow or fails to cooperate with an audit, fails to meet the requirements of this Supplier Code of Conduct, then Motorola may initiate a Business Escalation process that may include at Motorola's discretion escalation meetings, a determination not to award new business, or a termination of the relevant agreement for receipt of goods or services from such Supplier.
4. **Training Requirements.** Supplier is required to participate in online or instructor led Motorola Supplier Code of Conduct Training within a reasonable time frame of becoming a Supplier, as determined by Motorola and annually thereafter, or upon request by Motorola Mobility. Supplier will ensure that all employees with relevant job responsibilities participate in such training.