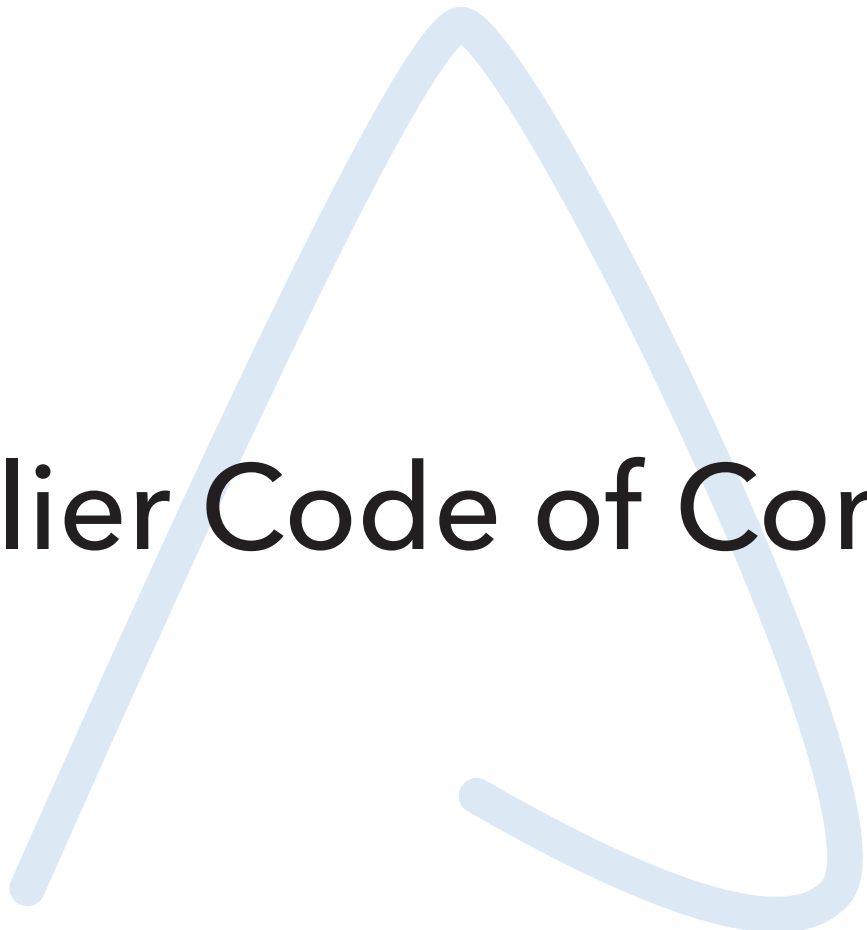




Supplier Code of Conduct

A E V A

ID: DOC000360
Revision 1
11/30/2023



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1.0 Revision History

Table 1: Revision History

Document Number / Revision	Summary of Changes	ECN #	Date	Author(s)
DOC000360/0	Initial Release	ECN-000180	5/15/23	Tim Willis
DOC000360/1	- Updating section 7.1 to strengthen Aeva's policy statement regarding the responsible sourcing of raw materials including conflict minerals - Adding policy statement covering export controls (section 7.15) and economic sanctions (section 7.16)	ECN-000335	11/30/23	Martin Klingner

2.0 Purpose and Scope

Aeva® warrants and represents that it will maintain the highest standards of ethical conduct, human rights, labor, and environmental practices. Aeva's suppliers must ensure the safety of their working conditions, treat their workers with dignity and respect, conduct their business fairly and ethically, and use environmentally responsible methods throughout the production or provision of services for Aeva. The Aeva Supplier Code of Conduct ("Code") outlines these provisions, which include all applicable laws and regulations. Aeva will require its suppliers to comply with this Code.

3.0 Roles and Responsibilities

The contract shall include the Aeva Supplier Code of Conduct ("Code"), which is based on the internationally recognized human rights as outlined in the United Nations' International Bill of Human Rights and the International Labour Organization's Declaration on Fundamental Principles and Rights at Work. Aeva affirms its unwavering commitment to respecting human rights, which is detailed in its company-wide Human Rights Policy and in accordance with the UN Guiding Principles for Business and Human Rights (UNGPs).

Pursuant to the UNGP framework, Aeva will adhere to the higher standard in cases where national law and international human rights standards diverge. Where standards conflict, Aeva will respect national law while striving to uphold internationally recognized human rights. Aeva also affirms that, in the event of a conflict between national law and Aeva's stringent environmental, health and safety standards, Aeva will follow the higher standard.

Aeva will conduct periodic assessments to ensure its suppliers comply with the Code, and any violation may lead to the termination of the supplier's business relationship with Aeva. The Code applies to Aeva's suppliers, including their subsidiaries, affiliates, subcontractors and sub-tier suppliers who provide goods or services to Aeva or for use in Aeva products.

Aeva will maintain detailed standards that explicitly define the requirements for compliance with the Code by suppliers. The supplier shall develop and implement similar standards to this Code for its own tier-1 suppliers and shall engage with relevant stakeholders to ensure compliance with these standards. The supplier shall require its tier-1 suppliers to pass on the standards contained in this Code to their own suppliers along the supply chain and shall monitor compliance with these requirements.

4.0 Labor and Human Rights

Aeva firmly believes that all workers throughout the supply chain have a right to a just and ethical workplace. Workers must be treated with the utmost dignity and respect. Aeva's suppliers must comply with the most rigorous human rights standards.

4.1 Prevention of Involuntary Labor and Human Trafficking

The Supplier must ensure that all work is voluntary and explicitly prohibit the use of forced, bonded, indentured or prison labor, as well as all forms of human trafficking. Involuntary labor includes any practice that involves coercion, threats, force, abduction, fraud or payments made to individuals who control others to exploit them. This includes actions related to transportation, harboring, recruitment, transfer, receipt or employment. The Supplier is not permitted to withhold government-issued identification or travel documents from workers, and workers' contracts must be communicated clearly in a language they understand. The Supplier must not unreasonably restrict workers' movements within the workplace or entering or exiting company facilities. Workers should not have to pay recruitment or similar fees to secure employment, and if any such fees have been paid, the Supplier must ensure repayment to the worker.

4.2 Prevention of Underage Labor

The Supplier shall only employ workers who are at least 15 years of age, the applicable minimum legal age for employment or the age for completion of compulsory education, whichever is highest. The Supplier may provide legitimate workplace apprenticeship programs or light work consistent with the ILO Minimum Age Convention No. 138.

4.3 Juvenile Worker Protections

The Supplier may hire individuals who are above the minimum legal age but below 18 years of age, commonly referred to as juveniles, as long as the work they perform does not jeopardize their health, safety or morals, in line with the ILO Minimum Age Convention No. 138. The Supplier cannot oblige juvenile workers to work overtime or conduct night shifts.

4.4 Training Program Management

The Supplier is responsible for managing student programs at its facilities, which includes maintaining accurate student records, performing thorough due diligence on educational partners and safeguarding the rights of students in accordance with applicable laws and regulations. The Supplier must offer appropriate support and training to all students participating in programs at the Supplier's facilities.

4.5 Anti-Discrimination

The Supplier must not engage in discrimination against any worker based on age, disability, ethnicity, gender, marital status, national origin, political affiliation, race, religion, sexual orientation, gender identity, union membership or any other status protected by applicable national or local law during the hiring and other employment practices. Except where required by applicable laws or regulations or prudent for workplace safety, the Supplier must not mandate pregnancy or medical tests and should not improperly discriminate based on test results.

4.6 Anti-Harassment and Abuse

The Supplier shall commit to a workplace free of harassment and abuse. The Supplier shall not threaten workers with, or subject them to, harsh or inhumane treatment, including but not limited to verbal abuse and harassment, psychological harassment, mental and physical coercion and sexual harassment.

4.7 Working Hours

Workers' working hours shall not exceed 60 hours per week, which includes overtime, and they shall be granted at least one day off every seven days, unless it is an emergency or unusual circumstance. The Supplier shall abide by all applicable laws and regulations concerning working hours and days of rest, and overtime shall be voluntary. The regular workweek shall not be more than 48 hours.

4.8 Wages and Benefits

The Supplier shall ensure that all workers are compensated with at least the legally mandated minimum wage and receive any benefits required by law and / or contract. The Supplier shall also compensate workers for any overtime hours worked at the legal premium rate. The pay structure and pay periods shall be clearly communicated to all workers. The Supplier shall comply with all legal requirements relating to wages and benefits, pay accurate wages in a timely manner, and shall not use wage deductions as a form of disciplinary action. The Supplier shall only utilize temporary and outsourced labor in accordance with local laws and regulations.

4.9 Freedom of Association and Collective Bargaining

The Supplier must permit workers to exercise their lawful rights to associate with others, including forming and joining (or choosing not to join) organizations of their preference, and collectively bargain without interference, discrimination, retaliation or harassment.

4.10 Grievance Management

The Supplier must guarantee that workers have an efficient channel to report complaints and that promotes transparent communication between management and workers.

4.11 Third Party Employment Agencies

The Supplier shall ensure that any Third-Party Employment Agencies it utilizes are compliant with this Code and the law.

5.0 Health and Safety

The health, safety and well-being of workers are of paramount importance to Aeva. The Supplier shall be responsible for providing and maintaining a secure work environment and ensuring that appropriate health and safety management practices are incorporated into its business processes. Workers shall have the right to refuse work that is deemed unsafe and to report hazardous working conditions.

5.1 Health and Safety Permits

The Supplier shall be responsible for obtaining, maintaining, and complying with all necessary health and safety permits required by applicable laws and regulations.

5.2 Occupational Health and Safety Management

The Supplier is required to recognize, assess, and control occupational health and safety hazards via a methodical approach of prioritized elimination of hazards, substitution, engineering controls, administrative controls and / or personal protective equipment.

5.3 Incident Management

The Supplier shall have a system for workers to report health and safety incidents and near-misses, as well as a system to investigate, track and manage such reports. The Supplier shall implement corrective action plans to mitigate risks, provide necessary medical treatment and facilitate workers' return to work.

5.4 Chemical Management

The Supplier shall develop and implement a program to take reasonable steps to prevent adverse impacts to people and the planet arising from processes and operations of chemicals. The Supplier shall comply with Aeva's Regulated Substances Specifications for all goods it manufactures for, or provides to Aeva.

5.5 Emergency Preparedness and Response

The Supplier shall identify and assess potential emergency situations. For each situation, the Supplier shall develop and implement emergency plans and response procedures that will minimize harm to life, environment and property.

5.6 Infectious Disease Preparedness and Response

The Supplier shall develop and implement a program to take reasonable steps to prepare for, prevent and respond to the potential for an infectious disease among its employees.

5.7 Working and Living Conditions

The Supplier shall provide workers with reasonably accessible and clean toilet facilities, as well as potable water. Supplier-provided dining, food preparation and storage facilities shall be sanitary. Worker dormitories provided by the Supplier or a Third Party shall be clean, safe and provide reasonable living space.

5.8 Health and Safety Communication

The Supplier shall provide workers with appropriate workplace health and safety training in their primary language. Health and safety related information shall be clearly posted in the facility.

6.0 Environment

Aeva is committed to protecting the environment, and environmental responsibility is at the core of how we operate. The Supplier shall develop, implement and maintain environmentally responsible business practices.

6.1 Environmental Permits and Reporting

The Supplier shall obtain, keep current and comply with all required environmental permits. The Supplier shall comply with the reporting requirements of applicable permits and regulations.

6.2 Regulated Substances

The Supplier shall comply with Aeva's Regulated Substances Specifications for all goods it manufactures for, or provides to Aeva.

6.3 Solid Waste Management

The Supplier shall implement a systematic approach to identify, manage, reduce and responsibly dispose of or recycle Hazardous Waste and non-Hazardous waste.

6.4 Water and Wastewater Management

The Supplier shall implement a systematic approach to identify, control and reduce wastewater produced by its operations. The Supplier shall conduct routine monitoring of the performance of its wastewater treatment systems.

6.5 Stormwater Management

The Supplier shall implement a systematic approach to prevent contamination of stormwater runoff. The Supplier shall prevent illegal discharges and spills from entering storm drains, the public water supply or public bodies of water.

6.6 Air Emissions Management

The Supplier shall identify, manage, reduce and responsibly control Air Emissions emanating from its operations that pose a hazard to the environment. The Supplier shall conduct routine monitoring of the performance of its Air Emission control systems.

6.7 Air Quality

The Supplier shall monitor and manage its air emissions, and shall implement appropriate measures to reduce air pollution and protect human health and the environment.

6.8 Greenhouse Gas Emissions Management

The Supplier shall identify, manage, reduce and responsibly control Greenhouse Gas (GHG) emissions from its operations.

The Supplier shall regularly quantify, set targets, monitor progress and reduce its emissions of Greenhouse Gases through conservation, use of clean energy or other measures.

6.9 Water Quality, Consumption and Management

The Supplier shall monitor and manage its water consumption and shall implement appropriate measures to protect water quality and ensure sustainable water management.

6.10 Responsible Chemical Management

The Supplier shall manage chemicals used in its operations responsibly, and shall comply with all applicable laws and regulations related to chemical management. The Supplier shall implement appropriate measures to prevent chemical spills, releases and exposure to workers and the environment.

6.11 Boundary Noise Management

The Supplier shall identify, control, monitor and reduce noise generated by the facility that affects boundary noise levels.

6.12 Resource Consumption Management

The Supplier shall regularly quantify, set targets, monitor progress and reduce consumption of fossil fuel, water, Hazardous Substances and natural resources through conservation, re-use, recycling, substitution or other measures.

6.13 Waste Reduction, Reuse and Recycling

The Supplier shall implement appropriate measures to reduce waste generation and promote reuse and recycling of materials. The Supplier shall comply with all applicable laws and regulations related to waste management.

6.14 Energy Efficiency and Renewable Energy

The Supplier shall promote energy efficiency and the use of renewable energy sources in its operations, and shall implement appropriate measures to reduce energy consumption and greenhouse gas emissions.

6.15 Land, Forest and Water Rights and Forced Eviction

The Supplier shall respect the land, forest and water rights of communities and individuals, and shall not engage in any form of forced eviction. The Supplier shall identify and assess potential risks to land, forest and water rights, and shall engage with relevant stakeholders to develop and implement appropriate measures to mitigate these risks.

6.16 Animal Welfare

The Supplier shall respect animal welfare and shall comply with all applicable laws and regulations related to animal welfare. The Supplier shall implement appropriate measures to prevent animal cruelty and promote animal welfare in its operations.

6.17 Biodiversity, Land Use and Deforestation

The Supplier shall respect biodiversity and shall implement appropriate measures to prevent habitat destruction and deforestation. The Supplier shall engage with relevant stakeholders to identify and address potential impacts on biodiversity and land use.

6.18 Soil Quality

The Supplier shall protect soil quality and prevent soil contamination, and shall implement appropriate measures to promote sustainable land use practices.

7.0 Ethics

Aeva expects the highest standards of ethical conduct in all of our endeavors. The Supplier shall always be ethical in every aspect of its business, including relationships, practices, sourcing and operations.

7.1 Responsible Sourcing of Raw Materials

Aeva is committed to the responsible sourcing of relevant materials, ensuring that our supply chain supports sustainable and ethical practices. This commitment extends to ensuring that the extraction and procurement of raw materials do not contribute to human rights abuses, environmental degradation or unlawful practices. The supplier shall exercise due diligence to ensure that raw materials are ethically sourced, respecting human rights and environmental standards. Suppliers shall develop policies and management systems to identify applicable risks and take appropriate steps to mitigate them. Due diligence shall be conducted down to the material processing level to determine whether relevant materials originate from high-risk regions, which include areas associated with conflict, the worst forms of child labor, forced labor and human trafficking, gross human rights violations such as widespread sexual violence, or other reasonably objective high-risk activities, including severe health and safety risks, as well as negative environmental impacts. Suppliers are required to provide full transparency about the origin of raw materials and must implement traceability systems to track the journey of raw materials from source to final product.

7.1.1 Conflict Minerals

Aeva considers mining activities that fuel conflict as unacceptable. Our efforts related to conflict minerals are aligned to the work of the Responsible Minerals Initiative (RMI), an initiative of the Responsible Business Alliance and the Global e-Sustainability Initiative. The RMI's work includes the Conflict-Free Smelter Program and the Conflict Minerals Reporting Template (CMRT), which provides a common industry approach for the collection of sourcing information related to conflict minerals. The information contained in the CMRT constitutes a critical part of Aeva's due diligence program. Applicable suppliers shall complete and submit the CMRT upon requested by Aeva.

7.2 Business Integrity

The Supplier shall not engage in corruption, extortion, embezzlement or bribery to obtain an unfair or improper advantage. The Supplier shall abide by all applicable anti-corruption laws and regulations of the countries in which it operates, including the Foreign Corrupt Practices Act (FCPA) and applicable international anti-corruption conventions.

The Supplier shall have a policy relating to business with Aeva that prohibits the giving and acceptance of gifts. Gifts include items such as cash or cash equivalents including entertainment, gift cards, product discounts and non-business activities. The Supplier shall have a process to investigate and report any violations of the policy.

7.3 Counterfeit Parts

The Supplier shall avoid conflicts of interest and shall disclose any potential conflicts of interest to relevant stakeholders. The Supplier shall implement appropriate controls to prevent conflicts of interest from influencing business decisions.

7.4 Financial Responsibility to Maintain Accurate Records

The Supplier shall maintain accurate financial records and shall comply with all applicable laws and regulations related to financial reporting and tax payments. The Supplier shall implement appropriate controls to prevent fraud, corruption and other financial misconduct.

7.5 Fair Competition and Anti-trust

The Supplier shall compete fairly and ethically in the marketplace and shall comply with all applicable laws and regulations related to fair competition and anti-trust. The Supplier shall not engage in any behavior that may harm competition or create a monopoly in any relevant market.

7.6 Conflicts of Interest

The Supplier shall avoid conflicts of interest and shall disclose any potential conflicts of interest to relevant stakeholders. The Supplier shall implement appropriate controls to prevent conflicts of interest from influencing business decisions.

7.7 Use of Private or Public Security Forces

The Supplier shall not use private or public security forces to intimidate, harass or physically harm any individual, including workers and community members. The Supplier shall ensure that any security forces used comply with applicable laws and regulations and respect human rights.

7.8 Disclosure of Information

The Supplier shall accurately record information regarding its business activities, labor, health and safety and environmental practices and shall disclose such information, without falsification or misrepresentation, to all appropriate parties and as required by law.

7.9 Protection of Intellectual Property

The Supplier shall respect intellectual property rights and safeguard customer information. The Supplier shall manage technology and know-how in a manner that protects intellectual property rights.

7.10 Privacy and Data Protection

The Supplier acknowledges that Aeva considers privacy to be a fundamental human right and shall have processes and practices in place to secure and protect personal data.

The Supplier shall comply with all privacy, data protection and cybersecurity laws that are applicable to Aeva or the Supplier.

7.11 Information Security

The Supplier shall maintain a security program in accordance with Aeva's Information Security and Data Privacy requirements, which is inclusive of technical and organizational measures to prevent misuse, compromise, loss, alteration or unauthorized disclosure, acquisition of or access to, confidential proprietary or protected information.

7.12 Whistleblower Protection and Anonymous Complaints

The Supplier shall provide an anonymous complaint mechanism for managers and workers to report workplace grievances. The Supplier shall protect whistleblower confidentiality and prohibit retaliation.

7.13 Community Engagement

The Supplier is encouraged to help foster social and economic development and to contribute to the sustainability of the communities in which it operates.

7.14 Customs Trade Partnership Against Terrorism (CTPAT)

To the extent that the Supplier transports goods for Aeva into the United States, the Supplier shall comply with the Customs Trade Partnership Against Terrorism (CTPAT) security procedures on the U.S. Customs website at www.cbp.gov (or other website established for such purpose by the U.S. government).

7.15 Export Control

Export control refers to government regulations that restrict the export of certain items, technologies, software and information for reasons related to national security, foreign policy and economic interests. These controls are significant in the context of international trade and national security. All suppliers are required to comply fully with all national and international export control laws and regulations. This includes, but is not limited to, the Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR), as applicable.

7.16 Economic Sanctions

In alignment with our commitment to ethical business practices and adherence to legal obligations, we strictly comply with all applicable economic sanctions laws and regulations. Economic sanctions, imposed by national governments and international bodies, restrict commerce and financial transactions with certain countries, entities, and individuals identified as engaging in activities contrary to international peace and security. All suppliers must strictly adhere to the economic sanctions laws and regulations as enforced by authorities such as the Office of Foreign Assets Control (OFAC) in the United States, the European Union, the United Nations and other relevant bodies.

8.0 Management Systems

Aeva believes that sound management systems and commitment are key to enriching the social and environmental wellbeing of our supply chain. Aeva holds its suppliers accountable to this Code of Conduct and all its Standards. The Supplier shall implement or maintain (as applicable) management systems that facilitate compliance with this Code and the law, identify and mitigate related operational risks and facilitate continuous improvement.

8.1 Company Statement

The Supplier shall develop a company statement affirming its commitment to high standards of social and environmental responsibility, ethical conduct, and continuous improvement. The Supplier shall post this statement in the primary local language at all of its facilities.

8.2 Management Accountability and Responsibility

The Supplier shall identify company representatives responsible for ensuring implementation and periodic review of its management systems. The Supplier shall have a Corporate Social Responsibility (CSR) or Sustainability representative that reports directly to executive management with the responsibility and authority to manage social and environmental compliance requirements for the business.

8.3 Risk Assessment and Management

The Supplier shall develop and maintain a process to identify labor and human rights, health and safety, environmental, business ethics and legal compliance risks associated with its operations. The Supplier shall determine the relative significance of each risk and implement appropriate procedures and controls to minimize the identified risks.

8.4 Performance Objectives with Implementation Plans and Measures

The Supplier shall have written standards, performance objectives, targets and implementation plans, including periodic assessments of the performance against those objectives.

8.5 Audits and Assessments

The Supplier shall perform periodic evaluations of its facilities and operations, and the facilities and operations of its subcontractors and sub-tier suppliers that provide goods or services to Aeva to ensure compliance with this Code and the law.

The Supplier will permit Aeva, or a third party designated by Aeva, to periodically evaluate the Supplier's facilities and operations, and those of its subcontractors and sub-tier suppliers providing goods or services to Aeva, for Aeva's benefit or for use in Aeva products, to assess Supplier's compliance with the applicable principles and requirements of the Code.

The Supplier shall not have manufacturing operations in, recruit labor directly or indirectly from, or source materials, products or services directly or indirectly from regions where Aeva and Third Parties cannot access and conduct a comprehensive, independent evaluation of the Supplier's compliance with this Code.

8.6 Corrective Action Process

The Supplier shall have a process for timely correction of any deficiencies or violations identified by an internal or external audit, assessment, inspection, investigation or review.

8.7 Documentation and Records

Suppliers shall maintain appropriate documents and records to ensure regulatory compliance.

8.8 Training and Communication

The Supplier shall develop and maintain management and worker training programs to facilitate proper implementation of its policies and procedures and to fulfill the Supplier's continuous improvement objectives.

The Supplier shall have a process for communicating clear and accurate information about its performance, practices, policies and expectations to its workers, sub-tier supplier(s) and subcontractors.

The Supplier shall have an ongoing process to obtain feedback on its practices related to this Code and to foster continuous improvement.

9.0 References

This Code is based on recognized industry and international principles, including but not limited to the following:

- Responsible Business Alliance (RBA) <https://www.responsiblebusiness.org/>
 - formerly known as the Electronic Industry Code of Conduct (EICC)
<https://respect.international/the-eicc-code-of-conduct-5-1/>
- Ethical Trading Initiative <https://www.ethicaltrade.org/>
- International Labor Organization (ILO) <https://www.ilo.org/>
 - International Labor Standards <https://www.ilo.org/global/standards/>
 - Minimum Age Convention, 1973 (No. 138)
https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO:12100:P12100_INSTRUMENT_ID:312283:NO
 - Code of Practice in Safety and Health <https://www.ilo.org/global/topics/safety-and-health-at-work/>
- United Nations <https://www.un.org/en/>
 - Guiding Principles on Business and Human Rights
https://www.ohchr.org/sites/default/files/Documents/Publications/GuidingPrinciplesBusinessHR_EN.pdf
- Social Accountability International SA8000® <https://sa-intl.org/programs/sa8000/>
- National Fire Protection Association <https://www.nfpa.org/>
- Organization for Economic Co-operation and Development (OECD) <https://www.oecd.org/>
 - Guidelines for Multinational Enterprises <https://www.oecd.org/corporate/mne/>
 - Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas
<https://www.oecd.org/daf/inv/mne/mining.htm>
- OHSAS 18001 <https://www.nqa.com/en-ca/certification/standards/ohsas-18001>
- Customs Trade Partnership Against Terrorism (CTPAT)
<https://www.cbp.gov/border-security/ports-entry/cargo-security/CTPAT>
- Responsible Minerals Initiative (RMI) <http://www.responsiblemineralsinitiative.org>
- Conflict Minerals Reporting Template (CMRT)
<https://www.responsiblemineralsinitiative.org/reporting-templates/cmrt/>

Supplier Code of Conduct



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