



PARTNER CODE OF CONDUCT
Lenovo Group Limited

**Smarter
technology
for all**

Lenovo

Introduction

Lenovo's Partner Code of Conduct ("Partner Code") establishes the expectations and requirements for our business partners ("Lenovo Partners") to ensure we maintain a culture of integrity and comply with all applicable laws in the jurisdictions where we conduct business. Adhering to this Partner Code is a requirement for engaging in business with Lenovo. Failure to meet the requirements under this Partner Code may result in civil or criminal penalties, termination of the business relationship with Lenovo, and/or legal action.

This Partner Code is applicable to Lenovo Partners and their representatives, including full-time and temporary employees, agents, independent contractors, and subcontractors. Lenovo Partners include, but are not limited to, channel partners, Lenovo downstream partners (e.g., distributors, service providers, resellers, retailers, system integrators, agents), Original Equipment Manufacturers (OEMs), Original Design Manufacturers (ODMs), freight forwarders, logistics companies, and any partner that engages with Lenovo customers on Lenovo's behalf.

Lenovo Partners, in all their activities, must operate in full compliance with all applicable laws, rules and regulations of the countries where they operate and must adhere to the following elements of this Partner Code:

- Anti-Bribery and Corruption
 - Gifts and Entertainment
 - Due Diligence Review
- Trade Compliance
- Antitrust and Competition
- Privacy and Data Protection
- Conflicts of Interest
- Confidential Information and Intellectual Property
- Environmental, Social, and Governance Practices
 - Human Rights, Labor Laws, and Fair Labor Practices
 - Non-Discrimination and Non-Retaliation
- Records and Documentation
- Audit Rights
- Reporting Concerns

Lenovo Partners are required to ensure that the provisions of this Partner Code are conveyed and accepted by all their representatives and downstream partners (as defined in this Partner Code), in compliance with applicable laws and regulations. In the event of any discrepancy between local laws and regulations and this Partner Code, the stricter standard must be followed.

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Anti-Bribery and Corruption

Lenovo has zero tolerance for bribery and corruption.

We expect all Lenovo Partners to be familiar with and comply with all applicable anti-bribery and corruption laws and regulations, including, but not limited to the U.S. Foreign Corrupt Practices Act (the "FCPA"), U.K. Bribery Act, the Criminal Law of the People's Republic of China, the Prevention of Bribery Ordinance (Cap 201 of the Laws of Hong Kong), as well as any anti-bribery and corruption-related laws in any jurisdiction where the Lenovo Partner conducts business with or on behalf of Lenovo ("Anti-Bribery and Corruption Laws").

Lenovo Partners must not, directly or indirectly, solicit, authorize, offer, promise, provide, or accept bribes or anything of value (e.g., gifts, entertainment, hospitality, donations, cash/cash equivalents) to or from any person including government officials, to influence action, inaction, or to secure an improper business advantage.

It is the responsibility of all Lenovo Partners to ensure that these requirements are also adhered to by any third party (e.g., contractors, subcontractors) engaged to provide services on behalf of Lenovo. Lenovo Partners must not engage or contract with any third party that engages in or is suspected of engaging in bribery, corruption, kickbacks, improper payments, or any other conduct that may violate Anti-Bribery and Corruption Laws.

Lenovo will be entitled to terminate its relationship with any Lenovo Partner that violates Anti-Bribery and Corruption Laws and/or demonstrates non-compliance with this Partner Code.

Gifts and Entertainment

Gifts and entertainment can be an appropriate way to express respect for third parties with whom we conduct business, but these courtesies also have the potential to impair judgment and objectivity, and in some cases can be considered bribes. Lenovo Partners must avoid situations where a gift, entertainment, or anything else of value may be perceived as a bribe. In addition to Anti-Bribery and Corruption Laws, certain jurisdictions have strict requirements and laws around the provision of gifts and entertainment to Government Officials or other third parties. Therefore, Lenovo Partners must comply with all applicable laws, rules, and regulations relating

to the provision of anything of value (e.g., gifts, meals, entertainment, or hospitality) to any person, including Government Officials.

Lenovo Partners must not provide anything of value to Lenovo representatives in order to influence an action, inaction, or to secure an improper business advantage.

Due Diligence Review

Lenovo can be held criminally liable if a bribe or anything of value is solicited, offered, promised, authorized, provided or accepted through third parties acting on Lenovo's behalf. To mitigate this risk, Lenovo conducts appropriate risk-based Anti-Bribery and Corruption due diligence on Lenovo Partners that Lenovo engages or seeks to engage. Due diligence is conducted to identify potential red flags that could signify financial, regulatory, or reputational risk to Lenovo during the initiation of the relationship, as well as throughout the term of the relationship.

Lenovo Partners must comply with Lenovo's due diligence processes and provide information in a timely fashion that is complete and accurate to help facilitate this review. Depending on the outcome of Lenovo's due diligence review, additional risk mitigation measures may be required. If any of the information initially provided to Lenovo changes during the course of the relationship, Lenovo Partners are required to promptly notify Lenovo. Lenovo Partners must complete all assigned training and perform any other requested mitigation activities, as mandated by Lenovo. Lenovo reserves the right to terminate relationships with any Lenovo Partner who fails to comply with this requirement.

Lenovo also requires Partners to report any current or prior investigations or inquiries initiated by regulatory or government bodies concerning potential or actual business misconduct or violation of laws, including, but not limited to, bribery, fraud, and corruption at any time during our relationship.

If at any point in time, Lenovo learns of information or has a reasonable belief that a Lenovo Partner may have violated or may have caused Lenovo to violate anti-bribery, gifts or entertainment laws and regulations, Lenovo reserves the right to terminate the relationship.



Trade Compliance

Lenovo Partners must comply with all applicable laws regulating the import and export of products, software, technology or services, including customs, sanctions, export control, and financial laws ("Trade Compliance Laws") adopted and maintained by the United States and any other jurisdiction where Lenovo Partners conduct business.

Lenovo presumes, unless expressly stated otherwise, that all of our products, software and technology are subject to export control laws and regulations in all of the markets where we conduct business. These markets include, but are not limited to, the United States, China, the European Union, and the United Kingdom. Lenovo expects all Lenovo Partners to comply with these regulations at all times, in addition to other applicable local requirements.

Lenovo expects Lenovo Partners to implement trade compliance due diligence throughout their operations, as follows:

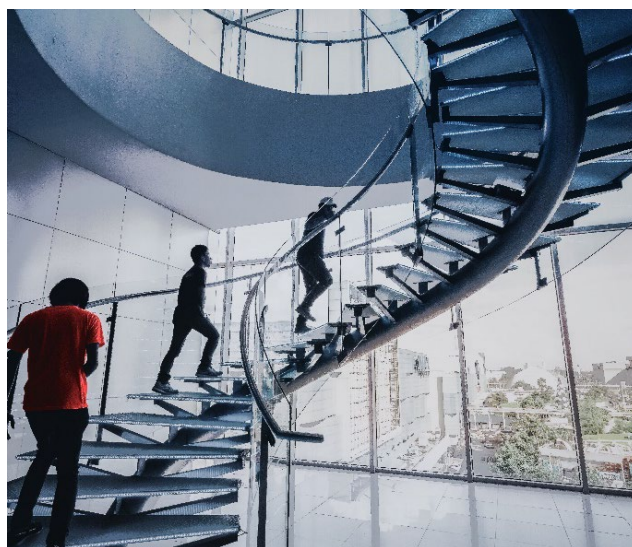
- I. develop and deploy processes, certifications and programs to ensure all export and import transactions are in compliance with all applicable Trade Compliance Laws;
- II. conduct Know-Your-Customer checks across the supply chain aiming at preventing, detecting, and mitigating any potential risk involving importers, carriers, consolidators, licensed customs brokers, and manufacturers. Lenovo Partner agrees to disclose the end-user information upon Lenovo's request and as allowed by local laws. Lenovo Partners are expected to not sell, export, reexport, transfer, or otherwise make available any Lenovo product, software, technology or service to any party listed under a restricted party list, including but not limited to the U.S. Office of Foreign Assets Controls ("OFAC") list of Specifically Designated Nationals and Blocked Persons, the U.S. Bureau of Industry and Security ("BIS") Entity List, China Ministry of Commerce unreliable entity list, and any other list of prohibited, sanctioned, debarred or denied parties as may be applicable, without first obtaining a license or authorization from the relevant authorities;
- III. ensure Lenovo products, software, technology or services are not sold, re-sold, exported, reexported, transferred or otherwise made available, directly or indirectly, to or in a country or region subject to an embargo or comprehensive sanctions administered by the United Nations, United States OFAC, the UK, and EU similar countries, including but not limited to Cuba, Iran, Syria, North Korea, Russia, Belarus, and

the Crimea, Donetsk, Lugansk, Kherson and Zaporizhzhia regions of Ukraine, unless authorized by appropriate export licenses or as otherwise amended by regulation. Lenovo Partners are expected to inform Lenovo of any diversion or other incident involving Lenovo products and these countries or regions and make their best attempt to prevent any occurrence of diversion or transshipment to embargoed or comprehensively sanctioned destinations;

- IV. obtain any licenses, authorizations or other governmental approvals that may be required under applicable laws for sale, re-sale, the import, export, reexport, transfer, or use of Lenovo products, software, technology, or services; and
- V. inform Lenovo, as soon as they are made aware, of any incident of actual or suspected violation of applicable import or export laws or regulations that may affect Lenovo and the legitimate conduct of business in the countries and regions where Lenovo operates.

Antitrust and Competition

Lenovo complies with antitrust, competition, antimonopoly, and fair-trade laws in all countries where Lenovo conducts business and expects Lenovo Partners to do the same. These laws generally prohibit: (1) arrangements with competitors that restrain competition; (2) arrangements with other distributors, customers, and suppliers that can do harm to the competitive process and consumers, such as resale price maintenance, tying or other vertical constraint practices; and (3) abuse of market dominance. Lenovo Partners are also prohibited from engaging in these activities.



Privacy and Data Protection

Lenovo expects Lenovo Partners to understand, track, and comply with all laws and regulations related to privacy and data protection. It is the Lenovo Partner's obligation to responsibly process and protect personal, user, and device identifiable data of Lenovo's customers, consumers, users, and employees. Among other things, this means that a Lenovo Partner should access, collect, use, share, transfer or store personal information of others only where there is a legitimate business purpose, and only in the minimum amount needed. Lenovo Partners also need to take necessary steps to respond to and mitigate the risks of privacy and security incidents, and to take measures to prevent any reoccurrence. In addition, Lenovo Partners must agree to applicable privacy and security contract language with Lenovo, the customer, and/or the channel partner's own supply chain and ensure that these obligations extend to any third parties engaged on Lenovo's behalf.

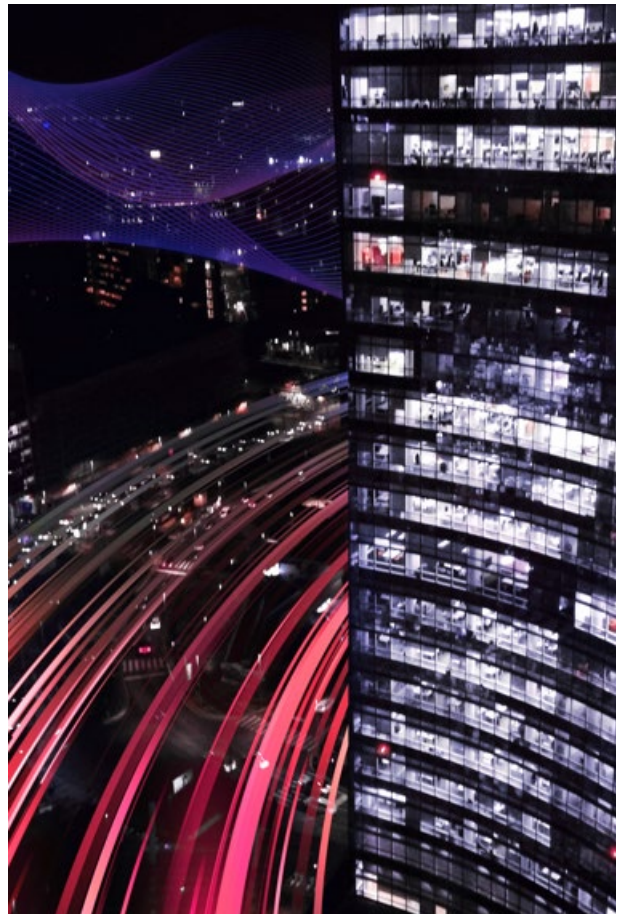
Confidential Information and Intellectual Property

Lenovo competes vigorously but fairly and requires all of Lenovo Partners to do the same. In all business dealings relating to partnership with Lenovo, Lenovo Partners must only use (i) properly obtained and accessed information, and (ii) technology and other intellectual property that is owned by the Lenovo Partner or licensed from a third party. Lenovo expects Lenovo Partners to take appropriate action to protect Lenovo's intellectual property and confidential information, and to respect the intellectual property rights and confidential information of other companies and individuals. Lenovo Partners must also respect the intellectual property rights of Lenovo and not infringe, misappropriate, or misuse any of Lenovo's trademarks, patents, trade secrets, software, or other intellectual property rights. Lenovo may consider failure to abide by the terms of this section a material breach of any agreements with Lenovo.

Conflict of Interest

A conflict of interest exists when there is a direct conflict between Lenovo Partners' interests and their ability to make impartial or objective decisions when conducting business on behalf of Lenovo ("Conflict of Interest").

Lenovo Partners must avoid any Conflict of Interest that could compromise the fair and ethical performance of their duties when representing or providing services on behalf of Lenovo. Lenovo Partners are expected to disclose any potential or actual Conflicts of Interest to Lenovo's Ethics and Compliance Office (ethics@lenovo.com).



Environment, Social, and Governance Practices

Lenovo has always been committed to sustainability, promoting inclusion, closing the digital divide, and being a responsible corporate citizen everywhere we conduct business. We expect all Lenovo Partners to meet or exceed all applicable ESG requirements for all Lenovo activities, products, and services, including legal requirements, standards, and voluntary commitments to which Lenovo subscribes.



Human Rights, Labor Laws, and Fair Labor Practices

Lenovo is committed to respecting and supporting universal human rights in everything we do. All Lenovo Partners are required to meet or exceed all similar standards everywhere they operate or where our products are sold. We prohibit Lenovo Partners from having any involvement in any human rights abuses. We expect our Lenovo Partners to uphold the human rights of workers, and to treat them with dignity and respect as understood by the international community.

Lenovo Partners must comply with all applicable laws, regulations, and practices relating to tax, labor laws, fair labor practices, and health and safety regulations. Specifically, Lenovo Partners are prohibited from using child labor, forced labor, coercion, involuntary servitude, slavery, or debt bondage.

Non-Discrimination and Non-Retaliation

Lenovo Partners must not discriminate based on race, color, gender, religion, age, nationality, social or ethnic origin, sexual orientation, gender identity or expression, marital status, disability, veteran status, or any other characteristic protected by law. Unlawful discrimination or retaliation against anyone who claims discrimination may negatively impact a Lenovo Partner's long-term relationship with Lenovo.

Records and Documentation

Lenovo Partners must maintain accurate books and records with regards to any business conducted for or on behalf of Lenovo. Books and records include, but are not limited to, financial statements, quality reports, time records, and expense reports. All books and records must, in reasonable detail, accurately and fairly reflect all business transactions. Lenovo Partners must follow all applicable laws and regulations, and must never engage in activity:

- that may establish any undisclosed or unrecorded accounts (such as "off the books accounts") on behalf of or for Lenovo for any purpose; or
- to conceal or hide an improper payment by intentionally omitting the payment or falsely describing it as a legitimate payment.

False, misleading, or artificial books and records must never be made in support of or on behalf of Lenovo's business for any reason.

Audit Rights

Lenovo reserves the right to audit compliance with this Partner Code should Lenovo learn or have reasonable belief of potential or actual violations of any applicable laws or regulations as referenced throughout this Partner Code. Lenovo or a Lenovo-designated third party may conduct this audit as necessary.



Reporting Concerns

Lenovo is committed to fostering a speak-up culture, where employees, contractors, business partners, and suppliers are encouraged to speak up on anything that appears unethical, illegal, or suspicious.

Lenovo Partners should promptly report any conduct that:

- seems unethical or suspicious;
- is a violation of legal or regulatory requirements; or
- may violate this Partner Code or related policies or procedures.

Lenovo has various reporting channels to raise concerns including, but not limited to:

- your primary Lenovo contact or another Lenovo contact that you trust;
- the Ethics and Compliance Office at ethics@lenovo.com; and
- LenovoLine – Lenovo's Confidential reporting Hotline
 - for Mainland China based individuals: <https://lenovo.whispli.com.cn/speakup>
 - for individuals in other locations: <https://lenovo.whispli.com/speakup>

Lenovo takes all allegations and concerns seriously. Lenovo will maintain confidentiality to the extent possible and will not tolerate retaliation taken against any individual who has, in good faith, sought advice about or reported questionable behavior or a possible violation of this Partner Code.

Document Control

Statement of use	This document may change without notice. The latest version of the Lenovo Partner Code of Conduct is available on the Lenovo Sustainability Resources website here: https://www.lenovo.com/us/en/sustainability-resources/
Document Owner	Lenovo's Ethics and Compliance Office (ECO)

Version	Description	Approved by	Approved Date
1.0	Lenovo Partner Code of Conduct launch	Executive Ethics Committee	Nov 27 th 2024



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