

COX AUTOMOTIVE
SUPPLIER RULES OF ENGAGEMENT

1) Business Development

1) First Contact

Prospective suppliers and contractors (defined as “Contractor”, “Supplier”, “Agency” or Vendor” in the Agreement) must initiate their first contact with Cox Automotive through SCM Management (“SCM”). SCM/SCM may at that time direct suppliers to other departments / business unit stakeholders for further evaluation and consideration. Subsequent contacts may be made directly to those departments / business unit stakeholders regarding requirements gathering and scope of service. Sourcing must be kept informed of these business interactions as they progress and enter the sourcing or purchasing process. Existing, contracted suppliers can contact the Sourcing team via scm@coxautoinc.com .

2) On-Site Visits/Meetings

Supplier meetings are important and provide a forum to build relationships and learn about new products and services that may differentiate Cox Automotive in the marketplace. New business development meetings should be scheduled by the visiting supplier at least 72 hours in advance. Suppliers should provide a meeting agenda and attendee list to Cox Automotive business unit stakeholder(s) 48 hours in advance. Ongoing business delivery “BAU” meetings can be scheduled at the business units’ stakeholders’ convenience.

Suppliers must check-in with Cox Automotive Security upon arrival and receive a visitor badge. The badge must be worn front-facing and be visible at all times. Only billable consultants/contractors are eligible for Cox Automotive Contractor badges. Visiting non-delivery or supplier account management personnel must be escorted by a Cox Automotive employee at all times while on Cox Automotive property, regardless of the Cox Automotive Contractor badge authorization of other team members.

Supplier will only use Cox Automotive dedicated office space to provide services solely to Cox Automotive. Supplier will not use Cox Automotive dedicated office space to provide or conduct services, including any sales or support, to any party other than Cox Automotive while Supplier is in Cox Automotive’s dedicated office space.

SCM/SCM must be informed prior to new business meetings with any Cox Automotive executive (VP and above) stakeholders.

2) Alignment with SCM

1) Proposals & Quotes

Suppliers must align with SCM/SCM at critical points in the early phases as defined below, of potential engagements so that all parties can align to project plans / launch schedules and so reasonable expectations may be set. Suppliers must notify the appropriate Strategic Sourcing contact at the following junctures at a minimum:

- Verbal/Written Quotes Provided to Cox Automotive
- Proposals Provided to Cox Automotive
- Requirements Definition
- Notification of Budget/Funding Approval
- New (to Cox Automotive) Product / Tool Demos Scheduled

SCM/SCM must be copied on all written proposals and quotes to Cox Automotive business unit stakeholders. Verbal quotes must be documented and sent SCM/SCM with business stakeholder in copy.

2) Commencement of Work

Unless otherwise agreed to by Cox Automotive SCM/SCM in advance, all contractual documents, including but not limited to SOW, CO, POs, etc. must be in writing and fully executed by Cox Automotive SCM/SCM prior to any supplier resources providing services or Cox Automotive incurring any incremental costs. Suppliers fees associated with work performed prior to a fully executed contractual documents will be waived.

3) Endorsements

Supplier must notify SCM of any requests to utilize Cox Automotive employees as a professional reference or in a speaking engagement.

Supplier will not use Cox Automotive logo, issue press releases related to business with Cox Automotive, or send broadcast communications including invitations, notifications, etc. to Cox Automotive employees without prior written consent of SCM.

4) Sourcing Processes

Supplier will support Cox Automotive strategies by maintaining competitive pricing and open competition of product and service offerings. Supplier agrees to adhere to Cox Automotive's SCM Process when working a business opportunity.

On a monthly basis or otherwise as requested by Cox Automotive SCM, Supplier will provide Cox Automotive with a detailed list of any and all potential sales opportunities that Supplier may have with any Cox Automotive departments.

3) **Account Management Expectations**

1) Strategic Account Status

Supplier agrees to treat Cox Automotive as a strategic customer by doing each of the following without limitation:

- Staff Cox Automotive with highest-level supplier talent including business development, engineering, delivery, and support personnel.
- Provide access to training and development where applicable.
- Deliver thought leadership and innovation to Cox Automotive.
- Leverage supplier ecosystem of strategic partnerships and relationships to bring the right solutions to Cox Automotive.
- Support and participate in Cox Automotive performance and/or relationship reviews if requested by Cox Automotive.
- Specifically for Services deliverables, copies of the material delivered to Cox Automotive under contractual agreement must be included in the then invoicing system of record, when submitting an invoice, exclusive of agreed upon IP material.

2) Balanced Relationship

Supplier agrees to create a win-win environment at Cox Automotive by focusing on creating value and sharing risks / rewards. Supplier will ensure that all deal structures contain fees and rewards based on helping Cox Automotive drive business results.

3) Transparency

Supplier will provide reporting at Cox Automotive's request including but not limited to rate disclosure on third party labor, revenue growth programs, technology enablement programs, labor mix, labor origination, etc.

Supplier must maintain an internal communication barrier between on-site contractors / consultants / delivery personnel and supplier business development teams. This includes discussions regarding opportunities, new projects, pricing strategies, budget information, or any other information that would provide supplier an advantage over potential competitors.

4) Service Level Agreement

In order to increase efficiency, Suppliers are required to manage the following SLAs when communicating with Strategic Sourcing or business unit customers:

- Project pipeline – if not on monthly reporting plan, within 48 hours of request;
- Email responses – within 24 hours;
- Data / Report Request – within 48 hours;
- Document edits = within 24 hours;
- Document signature – within 48 hours; and
- Master Agreement redlines, comments, etc. – within 48 hours.

Cox Automotive understands that internal coordination may be required based on the request; therefore, we request that these SLAs be met at a rate 95%.

5) Approved Documentation

Supplier will use Cox Automotive SCM approved documents and templates where applicable, such as Statement of Work, Change Order and agreements as distributed by Cox Automotive SCM. Any document submitted to Cox Automotive on non-approved or older versions will be declined and Cox Automotive will request that the new document be used for processing.

6) Violations

Violations of the Supplier Rules of Engagement will be handled case-by-case with supplier account management team. Supplier agrees to do the following in the event of a violation upon request by Cox Automotive SCM:

- Accept and treat the issue as a problem
- Thoroughly review or investigate the issue
- Complete a comprehensive written incident report and submit to VP of SCM
- Provide an escalation path to supplier Executive Management