

Universal Electronics Inc.

Global Supplier Anti-Corruption Policy

Purpose

This document sets forth the Anti-Corruption Policy of Universal Electronics Inc., and its worldwide affiliates and subsidiaries (collectively “UEI”). The goal of this Policy is to help ensure that UEI’s suppliers and their personnel do not engage in bribery and/or corruption while conducting any business with UEI in any region of the world in which UEI operates, consistent with UEI’s own global policy.

Supplier’s Anti-Corruption Compliance Responsibilities

1. Supplier, including any of its principals, owners, directors, officers, employees, consultants, affiliates, agents, and subcontractors that conducts any business with UEI (individually and collectively “Supplier”), in connection with any agreement(s), contract(s) or purchase order(s) between UEI and Supplier (“Agreement”):
 - (a) will comply fully with all relevant laws and regulations applicable to the parties under the Agreement relating to bribery, corruption and conflicts of interest (“Anti-Corruption Laws”);
 - (b) will not directly or indirectly offer, give, authorize, solicit, or accept the giving of money or anything else of value to or from any person, whether a government official or private party, to obtain an improper advantage for UEI, Supplier, or any third party, or secure the improper performance of that person’s function or misuse of that person’s position;
 - (c) will not directly or indirectly offer, give or authorize the giving of money or anything else of value to any government official in his or her personal capacity, to facilitate or expedite government action or approvals;
 - (d) will not do, or omit to do, any act that will cause UEI to be in violation or suspected violation of the Anti-Corruption Laws;
 - (e) will not directly or indirectly offer, give or authorize to any UEI employee any gift, gratuity, service, favor, or anything else of value to influence or reward said employee in connection with the Agreement; and
 - (f) will not accept, and will promptly report to UEI through the channels set forth below, any request or demand for any undue financial or other advantage of any kind received by Supplier in connection with the performance of the Agreement or any business transactions, including but not limited to any requests for bribe or kickback from UEI’s employees or agents.
2. Supplier will also:
 - (a) notify its principals, owners, directors, officers, employees, consultants, affiliates, suppliers, agents, and subcontractors that have any business dealings with UEI of

their obligation to comply with this Policy;

- (b) have and maintain throughout the term of the Agreement, its own policies and/or procedures to help ensure its compliance with the Anti-Corruption Laws and this Policy; and
 - (c) if requested, provide reasonable assistance to UEI in performing activity related to the Agreement that is required by any government or agency in any relevant jurisdiction for the purpose of compliance with the Anti-Corruption Laws.
3. Supplier will keep accurate books, records, and accounts in connection with the business transactions and dealings with UEI. Supplier will report to UEI in writing through the channels set forth below if it becomes aware of information that suggests that Supplier has failed, or is likely to fail, to comply with this Policy. Supplier's failure to comply with Section 1 of this Policy will be deemed an incurable material breach of the Agreement. Upon notice of such a failure, or in the event that UEI determines or reasonably suspects that such a failure has occurred or may occur, and notwithstanding anything else contained in the Agreement, UEI may terminate the Agreement immediately upon written notice without further liability. If UEI terminates the Agreement for a breach of Section 1 of this Policy, Supplier will not be entitled to claim compensation or any further remuneration, regardless of any activities or agreements with third parties that Supplier may have entered into before termination.
 4. Supplier will indemnify UEI against any and all losses, damages, liabilities and/or claims (including government fines and penalties) incurred by, or awarded against, UEI as a result of Supplier's failure to comply with this Policy and/or Anti-Corruption Laws.
 5. Reporting or notifications to UEI pursuant to this Policy can be made through the following channels:

Via UEI's ethics reporting portal found at <https://ethicsline.uei.com>

For any questions, please contact UEI's Global Compliance team at globalcompliance@uei.com

Supplier's Acknowledgement

Supplier hereby represents and warrants as follows: It has reviewed and understood this Policy in its entirety. As a trusted supplier of UEI, in addition to adhering to all contractual obligations with UEI, Supplier will adhere to all aspects of this Policy. Supplier will also timely correct any violations and noncompliance.

Company Name of Supplier: _____

Address: _____

Authorized Signature: _____

Name of Signing Person: _____

Title of Signing Person: _____

Date: _____

Company Chop (if applicable):