



Armor Supplier Code of Conduct

INTRODUCTION

At **Armor Defense Inc.** (“**Armor**”), we believe that every person should have access to great brands, products, and services at the best value. Part of how we deliver that value is by striving to act with integrity and transparency, and we expect our suppliers and other business partners (each, a “**Business Partner**”) to do the same. **Armor’s Supplier Code of Conduct** (the “**Code**”) defines minimum standards of ethical and responsible behavior which must be met by each Business Partner, in line with Armor’s values, and rooted in the respect for human rights and sustainability.

Any Business Partner who provides products or services to Armor must comply with the Code and all applicable laws and regulations in the countries in which it operates. The Business Partner is also responsible for ensuring that this Code and all relevant laws and regulations are complied with by participants in its own supply chains. Armor is committed to creating exceptional value for all lives we touch and it’s important that we work with Business Partners who share our values of ensuring conducive working environments and sustainability throughout their business activities.

Armor expects the Business Partner to adhere to this Code in letter and spirit. It is Business Partner’s responsibility that its employees, agents, and subcontractors working with Armor understand and comply with this Code. Non-adherence may impose consequences up to and including termination of business relations. The Business Partner is required to immediately notify Armor upon becoming aware of any potential violations / violations of this Code in the manner as detailed in the notice section below.

PRINCIPLES OF THE CODE

1. HEALTH & SAFETY

A Business Partner must provide its employees with a safe and hygienic working environment, consistent with all applicable local laws and regulations. At the minimum, this includes building and fire safety; safety of machinery, equipment, and/or substances; access to a clean drinking water supply, appropriate places for meal breaks and toilet facilities; as well as adequate ventilation, temperature control and lighting.

Accommodation, where provided, is subject to the above fundamental requirements concerning health and safety. A Business Partner must take the required steps to prevent accidents and injury to health by minimizing the risks inherent to work, as much as possible. Employees of the Business Partner must receive regular and recorded health and safety training such as usage, handling and disposal of equipment, chemicals, hazardous waste and emissions, firefighting training, first aid training and evacuation drills.

No employee should be allowed to work under the influence of alcohol and drugs that compromises the sanctity and safety of the work environment and effectiveness of work.

2. FORCED LABOR

A Business Partner must not use any forced labor, whether in the form of bonded, prison, trafficked or indentured labor. Business Partner must ensure that slavery and human trafficking are prohibited throughout their supply chain.

There should be records of signed employment contracts and any fees associated with employing an employee must be paid promptly by the Business Partner. A Business Partner must ensure that its employees are not required to lodge monetary deposits or identity papers with them and are free to leave their employment after reasonable notice, as per their employment contracts or as stipulated under applicable local laws.

3. CHILD LABOR & YOUNG WORKERS

Employment of child labor should not be accepted by any Business Partner. No person should be employed under the minimum age established by applicable local laws or International Labor Organization (ILO) Conventions, whichever is higher. Young workers, defined as persons above the legal working age but before their 18th birthday, must not work during night shifts, in hazardous conditions or involved in any work that could pose a danger to their health or safety and hamper their development.

4. HARSH OR INHUMANE TREATMENT

A Business Partner must always treat its employees with respect and dignity. No employee shall be subject to corporeal or physical punishment, sexual or racial harassment, verbal or psychological abuse or any other forms of harassment or intimidation.

5. WAGES & BENEFITS

A Business Partner must ensure that wages and benefits paid to their employees meet, at a minimum, the wage required by applicable laws. All employees must be provided with written and understandable information about their wage conditions upon their recruitment, and about the particulars of their wages each time these are paid. Wages, overtime premiums and any other allowances or benefits must be paid on time, without any excessive deductions and are rendered in full compliance with all applicable laws. There must not be any unjustified withholding or deduction from wages.

6. WORKING HOURS

A Business Partner must comply with working hour limits established by applicable local labor laws, ensure that overtime / working hours are within the maximum limit prescribed by applicable local labor laws and compensated as prescribed under such laws.

7. REGULAR EMPLOYMENT

All work must be based on a recognized employment relationship established through applicable local labor laws and practices. In the case of a workforce with a low literacy level or uneducated

workforce, every employee shall be entitled to a written employment contract in their own language or explained the content of the employment contract (as may be practicable).

Obligations to employees, under labor or social security laws and regulations arising from the regular employment relationship, shall not be avoided using labor-only contracting, fixed-term contracts or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment.

8. FREEDOM OF ASSOCIATION & COLLECTIVE BARGAINING

Employees of the Business Partner must have the right to join or form trade unions of their own choosing and to bargain collectively, to the extent allowed under local laws and regulations of the Business Partner.

9. PRODUCT QUALITY & SAFETY

The Business Partner must deliver products and services that meet the specifications, equality, and safety criteria specified in the relevant contract or product documents and are safe for their intended use. The Business Partner is expected to assure quality on all its deliverables (products/ services).

10. ENVIRONMENT

The Business Partner must comply with the requirements of all applicable local laws and regulations regarding the protection and preservation of the environment. This includes obtaining and maintaining all required environmental permits, approvals, and registrations, as may be applicable. The Business Partner shall manage its environmental impacts, including energy, air emissions, wastes, chemicals, hazardous materials, and water discharges to ensure sustainability.

11. BRIBERY & CORRUPTION

Armor has a zero-tolerance policy on bribery and corruption. This applies to all Armor's business and transactions in all countries in which Armor and its Business Partners operate. The offering, paying, soliciting, or accepting of bribes or kickbacks, including facilitation payments, is prohibited. A bribe may involve giving or offering any form of gift, reward or advantage in cash or kind to a person in business or government to obtain or retain a commercial advantage or to induce or reward the recipient for acting improperly or where it would be improper for the recipient to accept the benefit.

Bribery can also take place where the offer or giving of a bribe is made by or through a third party, e.g., an agent, representative or intermediary. Examples of bribes include but are not limited to facilitation payments (small payments or fees requested by government officials to speed up or facilitate the performance of routine government action (such as the provision of a visa or customs clearance)).

Business Partner agrees to comply with all applicable Anti-Corruption Laws and shall not take any action that could cause Armor or its customers to be deemed in breach of such laws. "Anti-Corruption Laws" includes all applicable laws, rules, and regulations in relation to anti-corruption or anti-bribery, including the US Foreign Corrupt Practices Act, the UK Bribery Act 2010, the Singapore Prevention of Corruption Act, relevant provisions in a country's criminal code and any amended or replacement legislation.

12. CONFLICT OF INTERESTS

Any conflict of interest in any business dealings with Armor, of which the Business Partner is aware, should be declared in writing to allow Armor an opportunity to take appropriate action. Any conflict arising after signing or otherwise agreeing to this Code shall be communicated to Armor on the whistle blower helpline email specified below within 5 working days of occurrence of such conflict.

Any ownership or beneficial interest in the Business Partner's business, by a government official, representative of a political party, or by an Armor employee or a family member of an Armor employee, must be declared prior to any business relationship with Armor being entered or immediately upon such conflict arising.

13. GIFTS & HOSPITALITY

Armor does not allow its employees or other representatives to request, accept, arrange, offer, or give any kind of advantage in connection with Armor's business. Should any of Armor's employees or representatives openly or impliedly ask for a gift or advantage of any kind, you are advised to immediately inform Armor on the whistle blower helpline email specified below. The term 'advantage' may include, but is not limited to gifts, loans, money (regardless currency), fees, rewards, journeys, services, bonuses, lavish meals, vouchers of any kind, product samples for personal use, event tickets, discounts on private purchases, sponsoring, or any kind of personal favors. Gift giving should occur sparingly (e.g., inexpensive stationery items such as diaries, pens, calendars, etc.) and always be legitimate and aligned with Armor's policies.

14. CONFIDENTIAL INFORMATION; PRIVACY; SECURITY

The Business Partner shall preserve the integrity of the Confidential Information that it receives because of its commercial relationship with Armor. The Business Partner must never disclose (i.e. even after the end of its association or contract with Armor) Confidential Information to any media or on social media or to any person outside or within Armor except for permitted purposes and then only to those persons to whom disclosure is necessary for the purpose of the contract with Armor or as required by authorities under law or local regulations.

"Confidential Information" includes but is not limited to: Armor's financial or commercial relationships, trade secrets, buying, offers, strategies, costing, pricing, product designs, IT solutions, personnel data, organizational structures, any other information concerning Armor (including its officers and directors), and/or the business carried on within Armor and which is non-public or not in the public domain.

Business Partner acknowledges that any trademark, copyright protected content, brands, logos, any other intellectual property rights, proprietary material and identifying marks of 'Armor' (including those of its subsidiaries) are exclusive property of Armor.

Accordingly, Business Partner must not use such trademarks, brands, logos, branding material and other proprietary material of Armor, except (i) for the specific purpose assigned by Armor; or (ii) for the purpose of performing Business Partner's obligations under its contract with Armor; and/or (iii) for any other matter, after obtaining prior written permission from Armor.

The Business Partner must respect the privacy of Armor employees, consumers, customers, and all other third-party partners and take reasonable and appropriate steps to protect and safeguard official and/or personal information (documents and data stored electronically) provided pursuant to its business relationship with Armor. The Business Partner shall also undertake reasonable steps to protect the Confidential Information it possesses in digital form (relating to Armor) against potential cyber threats and attacks.

In addition to complying with applicable local data protection laws where Business Partner operates, the Business Partner is expected to cooperate and comply with any request made or direction given by Armor in connection with the requirements of any security norms and/or data protection principles, as followed by Armor. Without limiting the foregoing, Business Partner shall comply with all applicable data protection laws (including any defined in its contract with Armor) and shall not take any action which would cause Armor or its customers to breach applicable data protection law. Business Partner shall not transfer personal data of Armor or its customers outside of the country of origin without the prior written consent of Armor.

Business Partner shall also comply with applicable law governing the treatment of types of secure or sensitive information to which it may have access due to its relationship or contracts with Armor and shall not take any action that would cause Armor or its customers to breach such laws. Business Partner will comply with security practices and standards prescribed under applicable law, and will not attempt to access Armor or a customer's secure networks or other information systems (either via Business Partner personnel performing services onsite or remotely), without Armor's prior written consent, which consent and access may be revoked at any time in Armor's sole discretion.

15. BUSINESS PARTNER EMPLOYEES AND SUBCONTRACTORS

To the extent permitted by applicable U.S. law, Business Partner shall conduct standard 7-year background screening of each U.S.-based individual to whom it gives access to any Confidential Information or Armor or its customers. To the extent permitted by applicable law, for non-U.S. personnel, Business Partner shall use commercially reasonable efforts to meet the same criteria as established for U.S. personnel plus a public records search and adverse media search, subject to general business practices in the respective country and industry, and further subject to reasonable availability of information and documentation. Business Partner shall not disclose Confidential Information to (or allow access by) an individual who has been found guilty of a felony offense or crime involving fraud, dishonesty, or moral turpitude. If after a background screening conducted in accordance with these requirements Business Partner becomes aware

of information that could result in an individual not satisfying a screening requirement, Business Partner shall promptly suspend or remove that individual's access to Confidential Information.

Upon Armor's request, the Business Partner is obliged to keep Armor informed on where products or services are being produced or rendered, respectively. Any subcontractor directly retained by the Business Partner must comply with this Code and the Business Partner is responsible for ensuring its subcontractor's compliance. For this Code, the definition of sub-contractor includes sub-contractors directly engaged/employed by the Business Partners but excludes secondary/tertiary sub-contractors.

16. COMPLIANCE WITH LAWS

Armor is committed to the laws and regulations in each location where it conducts its business; and will not knowingly operate in violation of any such law or regulation. The provisions of this Code constitute only minimum standards. All standards set forth in this Code are subject to compliance with applicable local laws, including applicable trade restriction and sanction laws. The Business Partner should operate in full compliance with the laws of the respective countries where it operates. If any standard set forth in this Code is, in the business partner's judgment, deemed to violate any applicable local laws, it should promptly advise Armor in writing.

Business Partner shall also comply with all laws administered by the United States Office of Foreign Asset Controls or any other governmental entity imposing sanctions and trade embargoes ("Economic Sanctions Laws") against designated countries, entities, and persons, and shall comply with all such Economic Sanctions Laws. Without limiting the generality of the foregoing, Business Partner agrees not to broker, finance, or otherwise facilitate any transaction in violation of any Economic Sanctions Law.

17. COMPLIANCE WITH CODE

The Business Partner must read and comprehend the content in Armor's Code and commit to comply with the policies and procedures mentioned in the Code. It is the Business Partner's responsibility to inform all relevant employees, officers, other stakeholders, related subsidiaries, subcontractors, and those involved in Armor's supply chain about the content of Armor's Code to secure their compliance.

The Business Partner shall maintain internal processes that allow its employees to report (including an option to report anonymously unless required by applicable laws) violations of this Code or other violations and upon receipt of such a report shall conduct a prompt and thorough investigation. There shall be a clear 'no retaliation' policy against any employee or associate of Business Partners who reports any such violations.

As contemplated herein, each Armor Business Partner (directly or through its owners) must sign and return this Code acknowledging compliance with this Code.

18. TRANSPARENCY AND INTEGRITY

The Business Partner must carry out its activities in an honest and transparent way, keeping an appropriate accounting records system that facilitates the traceability of its decisions, as a preventive measure versus any type of corruption, bribe and extortion that might arise. The Business Partner shall support Armor and/or any third parties, to monitor the appropriate enforcement of the Code. To ensure compliance with the Code, Business Partner shall provide the required means and the appropriate access for Armor (through its representatives) to conduct reasonable inspections, evaluations, audits, and investigations, if any. The Business Partner shall not manipulate or influence their workers, nor shall they forge any files or records to alter the verification process regarding compliance with this Code.

19. CODE IMPLEMENTATION

The Business Partner must neither offer nor accept remuneration of any kind which seeks, or may be perceived to seek, to affect the impartial judgment or the objectivity of such third parties appointed by Armor to carry out inspections and compliance audits in connection with this Code.

When violations or any conflict of interests are found, Armor and the Business Partner will agree on a corrective action plan that addresses the problem within a reasonable period.

If it is found that a Business Partner is in violation of this code of conduct, Armor will take actions, which may include immediate cancellation of orders and/or termination of business association with the non-complying / non-cooperative Business Partner without Armor being liable for such cancellation or early termination or other actions.

20. WHISTLEBLOWING CHANNEL

Reports of any incidents, breach or enquiries regarding the Code's interpretation or application can be addressed to:

WHISTLEBLOWER HELPLINE

<http://www.armor.ethicspoint.com/>

+ 844-774-7552

Please report accurately and to the best of your knowledge in good faith, providing as many details as you can. You may also choose to report anonymously. Protection of confidentiality will be provided to the whistle blower and there is a strict 'no retaliation' policy.

Incidents reported to this hotline or on the voicemail will only be accessible to independent designated officers of Armor (independent of the concepts/brands and reporting directly to the Board) who will ensure a detailed and proper investigation is done as deemed necessary and communicate the results to the stakeholders.

As the owner or principal of the undersigned Business Partner, I have read and fully understood the terms and content in Armor's 'Business Partner Code of Conduct.' Our company / subsidiaries commit to complying with the requirements in letter and spirit on the issues outlined herein, Armor Defense Inc.

implementing them in our operations as well as aiming to realize them throughout our supply chain.

21. CODE OF CONDUCT DECLARATION

Our company / subsidiaries agree to be monitored and evaluated on our performance within the areas described in this Code and we understand that failure to comply with the Code may result in immediate cancellation of orders and/or termination of our business association with all Armor companies. If violations are found, we pledge to actively contribute to any subsequent remedial activities.

We hereby agree to hold Armor harmless against acts and omissions on our part in terms of this Code and shall indemnify Armor for any losses or damage caused due to such acts or omissions. Further, we acknowledge that Armor companies shall not be liable for losses incurred at our end on account of any cancellation of the orders/ business association by Armor due to our non-compliance with the Code. Armor shall have the right to take all necessary actions and legal remedies, including but not limited to seeking adequate indemnity from us (Business Partner) for any losses or damage caused to Armor due to our actions or inactions or non-compliance with the Code.

I agree that this document shall take binding effect on the executed date below and shall remain in effect throughout the transactions and business with all Armor companies.

I recognize that this Code is drafted and valid in the English language. Where there are different language versions of this Code, these shall be considered translations for convenience only and the English version will prevail in any case of discrepancy.

BUSINESS PARTNER'S COMPANY NAME:

SIGNATURE:

DATE: