

## Arlington Industries Supplier Code of Conduct

Arlington Industries, Inc. (“Arlington”, “we”, “our”, or “us”) are committed to conducting our business ethically and lawfully, we also expect any entities we may conduct business with to do the same.

This Supplier Code of Conduct (“Code”) is intended to establish expectations for our Suppliers, their subsidiaries, affiliates, employees, agents, or subcontractors (referred to collectively as “Representatives”) and, in addition to any specific obligations under their agreements with us, we expect all our Suppliers to adhere to this Code and any future amendments we may make to it.

Our Suppliers shall conduct their business interactions and activities in an ethical and lawful manner, and shall, without limitation:

- **Laws:** Comply with all applicable laws, statutes, acts, ordinances, rules, codes standards, guidelines, and regulations of the jurisdiction where they are doing business (together, “Laws”) as well as the highest standard of their industries.
- **Child Labor and Forced Labor:** Comply with the Canadian S-211 “Fighting Against Forced Labor and Child Labor in Supply Chains Act” by prohibiting the use of child labor and forced labor.
- **Fair Competition and Practices:** Compete for all business opportunities fairly, ethically, legally, and comply with all antitrust and fair competition laws applicable to each jurisdiction where they conduct business.
- **Marketing & Sales:** Represent their products and services accurately and comply with applicable regulatory and legal requirements applicable to the marketing and sale of their products and services.
- **Conflicts of Interest:** Avoid all conflicts of interest that either actual or perceived, interfere with Arlington Industries, Inc. best interest.
- **Reporting:** Record and report all information honestly and in a timely manner. No Supplier shall submit any information to Arlington that they have reason to believe is false. All reports and records shall be created, submitted, and maintained in accordance with applicable legal and regulatory requirements.
- **Responsible Sourcing:** Mitigate potential risks for any materials in their supply chain originating from high-risk areas, including those associated with child labor, forced labor, human trafficking, armed conflict, human rights violations, health and safety risks, negative environmental impacts, or other high-risk activities.
- **Harassment & Non-discrimination:** Maintain a work environment that is free from discrimination and harassment based on race, color, religious creed, ancestry, age, sex, gender, national origin, disability, handicap, alienage or citizenship status, genetic information, veteran status, or any other protected status under applicable laws.
- **Human, Labor, and Employment Rights:** Adhere to all human rights and provide an equal opportunity in the workplace.
- **Work Environment:** Provide and maintain a safe work environment for all.
- **Employee Documentation:** Employ or only use workers who have or will obtain a legal right to work in the jurisdiction in which the supplier intends to hire such employees. Suppliers must obtain and review all relevant and appropriate documentation to ensure the legal status of prospective employees, prior to hiring such employees. Upon hiring such employees, Suppliers must maintain all documentation relevant to the legal status of employees.

- **Employment Information:** Comply with all applicable laws surrounding wages, working hours, benefits, and terms of employment for the applicable jurisdiction(s). Suppliers must also provide employees with clear information related to wages, working hours, benefits, and terms of employment.
- **Health, Safety and Environment:** Ensure the health and safety of their workplace and their environment. Suppliers must comply with all laws regarding health and safety, including, where appropriate, addressing occupational injury and illness, emergency preparedness, and occupational safety. Additionally, Suppliers must comply with all laws regarding the environment and the use of hazardous and restricted substances. Suppliers shall obtain, maintain and keep current all required environmental permits, licenses, registrations and approvals as well as any reporting requirements as identified in the laws, regulations, standards, ordinances rules, codes, standards, guidelines and regulations of the jurisdiction.
- **Security:** Maintain adequate security measures at Supplier facilities.
- **Intellectual Property:** Respect Arlington's right to intellectual property, including patents, trade secrets, trademarks, copyrights and equivalent rights, and comply with Arlington's requirements governing their use. Our Suppliers will not, without our express consent, disclose to others, nor use for their own purposes or the purposes of others, any of our intellectual property, or confidential or proprietary information. Such information may include (but is not limited to) financial, sales, technical, product, business, research, and regulatory information. Additionally, Suppliers will not provide us with such confidential information of third parties, without first obtaining express consent from the relevant third party.
- **Privacy:** Adhere to all applicable data protection privacy laws. Additionally, Suppliers must respect the privacy of individual's personal information and safeguard such personal information.
- **Quality:** Develop, implement, and maintain methods and processes to ensure the best quality of their products and services.

It is the responsibility of our Suppliers to ensure that their Representatives understand and comply with this code. Suppliers will investigate any violations of this code within a reasonable amount of time. Additionally, Suppliers will remedy any violations of this code and implement appropriate corrective and preventative action. Any violations of this Code must be reported to Arlington Industries, Inc. within a reasonable amount of time. If we determine or believe that at any point a Supplier or their Representatives have failed to comply with the standards set forth in this code, then we have the right to cease our relationship with that Supplier without notice and without liability or obligation of any sort accruing to us.