



Supplier Code of Conduct

Standards for ethical, safe, and sustainable business conduct across Acre's global supply chain

Effective August 2026 | Version 2.0

© 2026 Acre. All rights reserved.



Contents

Introduction.....	3
Legal Compliance	3
Business Integrity.....	4
Labor and Human Rights	5
Health and Safety of Employees	6
Environmental Protection	7
Responsible Sourcing of Raw Materials.....	7
Protection of Intellectual Property and Confidential Information	7
Data Privacy and Information Security	7
Product and Cybersecurity Security	8
Quality	8
Supply Chain Management.....	8
Management Systems and Compliance Monitoring	8
Reporting Concerns and Non-Retaliation.....	9



Introduction



Acre works with suppliers, contractors, and partners around the world, and the way that work is done matters as much as what is delivered. This Supplier Code of Conduct (the “Code”) sets out the standards Acre expects every supplier of goods and services (“Supplier”) to meet with respect to legal compliance, ethical business practices, labor and human rights, health and safety, environmental stewardship, and product and information security.

By accepting a purchase order, contract, or other engagement with Acre, Supplier agrees to comply with this Code, to require the same of its own subcontractors and sub-suppliers, and to make continuous, good-faith improvement where full compliance is not yet achieved.

Acre reserves the right to reasonably revise this Code at any time to reflect changes in law, industry standards, or Acre's own commitments. Suppliers are expected to accept and adopt such reasonable changes as a condition of continuing to do business with Acre.

Acre may verify a Supplier's conformance with this Code through self-assessment questionnaires, documentation reviews, or on-site audits, conducted directly or through a third party, with or without advance notice. Sustained or serious non-compliance may result in required corrective action, suspension, or termination of the business relationship, and, where laws have been broken, referral to the appropriate authorities.

Legal Compliance

General Compliance

Suppliers shall conduct their business in full compliance with all applicable local, national, and international laws, rules, and regulations in every jurisdiction in which they operate on Acre's behalf. Where this Code sets a higher standard than applicable law, Suppliers are expected to meet the standard set by this Code.

Trade Compliance, Sanctions, and Export Controls

Suppliers shall comply with all applicable trade control laws, including export control regulations, import laws, and economic and trade sanctions administered by the United States, the European Union, the United Kingdom, and other jurisdictions in which Acre or its Suppliers operate. Suppliers shall not, directly or indirectly, provide goods, services, technology, or funds to any person, entity, or country subject to



applicable sanctions or restricted, denied, or debarred party lists, and shall screen relevant parties as needed to meet this obligation.

Business Integrity



Anti-Corruption, Anti-Bribery, and Anti-Money Laundering

Suppliers shall tolerate no form of, and shall not engage in, corruption, bribery, extortion, or embezzlement in any form. This includes any offer, payment, promise, or acceptance of money or anything else of value made to any government official, customer, or other third party for the purpose of improperly influencing a business decision or securing an improper advantage.

Suppliers shall comply with international anti-bribery standards, including the United Nations Global Compact's tenth principle, and with all anti-corruption laws applicable to their business, including the UK Bribery Act 2010 and the U.S. Foreign Corrupt Practices Act. Suppliers shall not engage in money laundering or knowingly facilitate the transfer or concealment of proceeds from illegal activity, and shall implement reasonable measures to detect and prevent such conduct in their own financial dealings.

Conflicts of Interest

Suppliers shall avoid any situation in which personal, financial, or family interests could improperly influence, or appear to influence, their judgment or performance under an Acre engagement. Suppliers shall promptly disclose to Acre any actual or potential conflict of interest, including gifts, entertainment, or hospitality offered to Acre personnel that could be seen as an attempt to gain improper advantage.

Fair Dealing and Accurate Records

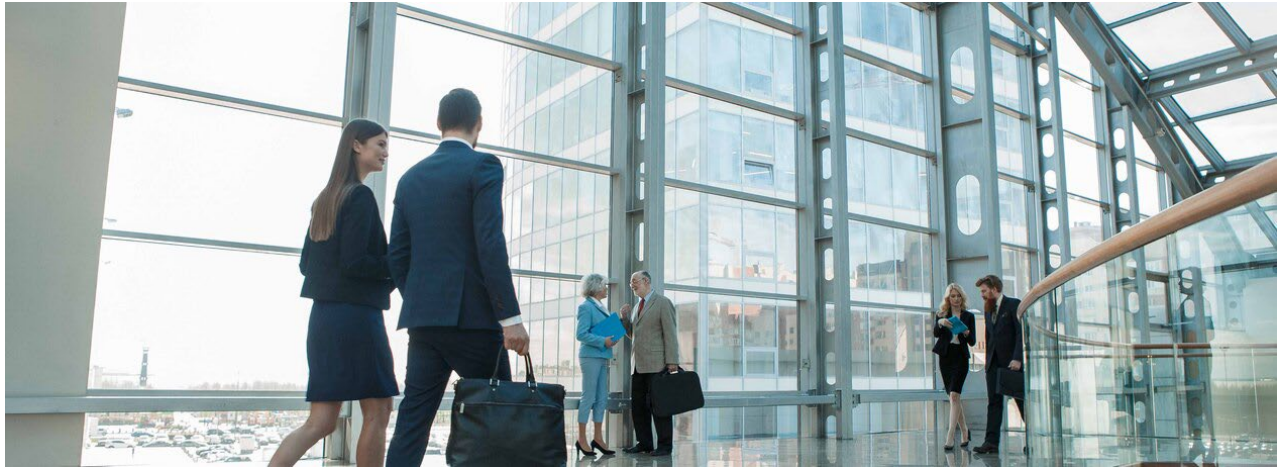
Suppliers shall compete fairly and market their goods and services honestly, without misrepresenting quality, features, availability, or pricing. Suppliers shall maintain accurate books and records that fully and fairly reflect their business transactions with Acre, retained for the period required by applicable law or contract, and shall never alter a record to conceal or misstate the underlying transaction.

Fair Competition and Antitrust

Suppliers shall compete on the merits of their products and services and shall comply with all applicable antitrust and competition laws. Suppliers shall not enter into agreements or understandings with competitors to fix prices, rig bids, or allocate markets, customers, or territories, and shall not otherwise engage in unlawful restraints of trade.



Labor and Human Rights



Equal Opportunity and Non-Discrimination

Suppliers shall promote equal opportunity and equal treatment for all employees, regardless of race, skin color, nationality, social or ethnic origin, disability, sexual orientation, gender identity, political or religious belief, sex, or age. Employment decisions, including hiring, compensation, advancement, and discipline, shall be based on ability and performance, not on personal characteristics unrelated to the job.

Respect, Dignity, and Freedom from Harassment

Suppliers shall respect the personal dignity, privacy, and rights of every individual. Suppliers shall not subject any worker to harsh or inhumane treatment, and shall prohibit conduct, whether through gestures, language, or physical contact, that is sexual, coercive, threatening, abusive, or exploitative, including sexual harassment, corporal punishment, and mental or physical coercion.

Freedom of Association

Where permitted by local law, Suppliers shall recognize employees' right to freely associate, organize, and bargain collectively, and shall neither favor nor discriminate against any worker on the basis of membership, or non-membership, in a union or other lawful employee organization.

Prohibition of Child Labor

Suppliers shall not employ any worker under the age of 15, or under age 14 in a country that qualifies for the developing-country exception under ILO Convention 138, whichever standard is more protective. Suppliers shall not permit any worker under the age of 18 to perform work that is hazardous or otherwise likely to harm their health, safety, or moral development. This provision does not prohibit legitimate, government-recognized apprenticeship or workplace-learning programs.

Prohibition of Forced Labor, Modern Slavery, and Human Trafficking

Suppliers shall not use forced, bonded, indentured, involuntary prison, or trafficked labor in any form, and shall not employ or make anyone work against their will. Suppliers shall comply with all applicable anti-slavery and human trafficking laws in every country where they supply goods or services to or on behalf of Acre.



Consistent with this commitment, Suppliers shall not withhold, destroy, or confiscate a worker's identity or immigration documents; use deceptive or fraudulent recruitment practices; charge workers recruitment fees; or provide housing that fails to meet local health and safety standards.

Wages, Benefits, and Working Hours

Suppliers shall pay all workers fairly and in accordance with all applicable minimum wage, overtime, and benefits laws, and shall comply with applicable legal limits on working hours, including required rest periods and days off.

Except in emergency or unusual circumstances, working hours, including overtime, shall not exceed 60 hours per week, and workers shall be entitled to at least one rest day in every seven-day period. Overtime shall be voluntary and compensated at the premium rate required by applicable law.

Health and Safety of Employees



Occupational Health and Safety

Suppliers shall comply with all applicable occupational health and safety laws and regulations and take direct responsibility for the health and safety of their employees. Suppliers shall identify and control workplace hazards through appropriate design, engineering, and administrative controls, and shall provide suitable personal protective equipment at no cost to workers.

Training and Emergency Preparedness

Suppliers shall ensure that employees complete relevant health and safety training before beginning work that carries a safety risk, and shall maintain emergency plans covering evacuation procedures, hazard detection and suppression, and adequate emergency egress from all facilities.

Management System

Suppliers shall establish or participate in a reasonable occupational health and safety management system appropriate to the size and risk profile of their operations, including procedures to record, investigate, and correct workplace injuries and illnesses.



Environmental Protection

Suppliers shall act in accordance with all applicable environmental laws and international standards, and shall minimize the environmental impact of their operations through continuous improvement. At a minimum, Suppliers shall obtain and maintain all required environmental permits, reduce or eliminate waste, wastewater, and air emissions at the source, and identify, label, store, and handle hazardous substances in accordance with law.

Suppliers shall establish or participate in a reasonable environmental management system appropriate to the nature and scale of their operations, including a mechanism for tracking regulatory change and driving ongoing environmental performance improvements.

Suppliers should track their energy use, water use, waste generation, and greenhouse gas emissions, and make this information available to Acre upon reasonable request to support supply chain sustainability reporting.

Responsible Sourcing of Raw Materials

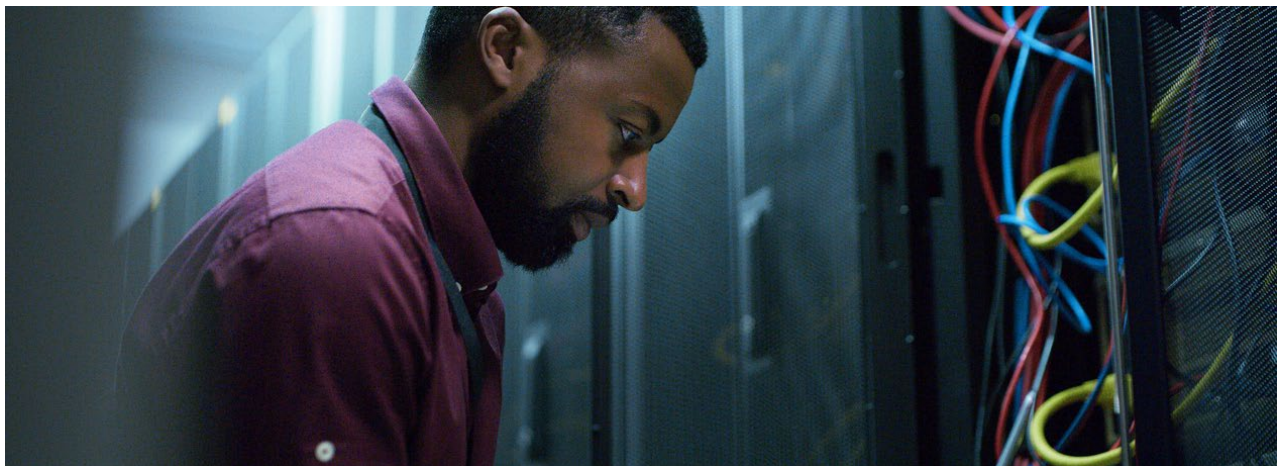
Where applicable to their products, Suppliers shall demonstrate adherence to the Organization for Economic Co-operation and Development (OECD) Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas.

Suppliers shall exercise reasonable due diligence on the source and chain of custody of tin, tantalum, tungsten, gold, and other minerals of concern to ensure they do not directly or indirectly finance or benefit armed groups responsible for serious human rights abuses, and shall make evidence of that due diligence available to Acre upon request.

Protection of Intellectual Property and Confidential Information

Suppliers shall respect Acre's and third parties' intellectual property rights and shall safeguard any proprietary, confidential, or personal information shared with them in the course of the business relationship. Any transfer of technology, designs, or know-how between Acre and a Supplier shall be carried out in a manner that protects the intellectual property rights of the disclosing party, and confidential information shall not be used for any purpose beyond that for which it was provided.

Data Privacy and Information Security





Suppliers shall protect the personal information of Acre's employees, customers, and other stakeholders that they access or process, using appropriate physical, administrative, and technical safeguards against unauthorized access, loss, misuse, or disclosure.

Suppliers shall comply with all applicable data protection and privacy laws in the collection, storage, processing, and transmission of such information, and shall promptly notify Acre of any actual or suspected data security incident affecting Acre data.

Product and Cybersecurity Security

Given the nature of the security technology Acre supplies to its customers, Suppliers whose goods or services touch Acre products, networks, or data shall maintain security practices appropriate to that role.

Secure Development and Vulnerability Management

Suppliers that design, manufacture, or supply software, firmware, or connected hardware components shall follow reasonable secure-development practices, promptly disclose known vulnerabilities affecting products supplied to Acre, and support timely remediation.

Supply Chain and Component Security

Suppliers shall take reasonable steps to verify the integrity and provenance of hardware and software components incorporated into products supplied to Acre, including safeguards against the introduction of counterfeit, tampered, or unauthorized components.

Quality

Suppliers shall maintain quality assurance processes appropriate to their goods and services, designed to prevent defects, meet or exceed the quality requirements set out in their contracts with Acre, and support prompt corrective action when issues are identified. Suppliers shall take reasonable steps to prevent the introduction of counterfeit parts or materials into any product supplied to Acre, and shall notify Acre promptly if a counterfeit item is discovered.

Supply Chain Management

Suppliers shall select and treat their own sub-suppliers and subcontractors without unlawful discrimination and on fair, transparent commercial terms.

Suppliers shall ensure, through binding written agreements, that every sub-supplier and subcontractor involved in performing work for Acre complies with the principles of this Code. The Supplier remains fully responsible and liable to Acre for the compliance of its sub-suppliers, regardless of any such agreement.

Management Systems and Compliance Monitoring

Suppliers shall adopt a management approach, proportionate to their size and risk profile, for implementing and sustaining compliance with this Code. At a minimum, this approach should include:

- A clear statement of commitment to this Code, with a designated individual accountable for its implementation;
- A process to identify and assess risks associated with the Supplier's operations and supply chain;



- Training for managers and workers on the policies and procedures needed to meet this Code;
- Periodic self-assessment or audit against this Code's requirements;
- Timely corrective action when gaps are identified; and
- Records sufficient to demonstrate ongoing conformance.

Acre may request evidence of these elements and may conduct or commission audits of Supplier facilities and records to verify conformance with this Code.

Reporting Concerns and Non-Retaliation

Suppliers shall notify Acre as soon as they become aware of any actual or suspected breach of this Code, whether by themselves or by a sub-supplier, anywhere in a supply chain connected to the goods or services provided to Acre.

Suppliers shall foster a workplace culture in which employees can raise concerns about potential violations of this Code openly and without fear of retaliation, intimidation, or harassment, and shall not penalize any worker for reporting a concern in good faith. Suppliers shall also maintain, or provide workers access to, a channel through which their own employees can raise concerns directly at the facility level, separate from any escalation to Acre.

Concerns relating to this Code, or to Acre's business relationship with a Supplier, may be reported to Acre's procurement or compliance contact identified in the Supplier's governing agreement, by email to **procurement@acresecurity.com**, in writing to **Acre Security, Clonshaugh Business and Technology Park, Dublin D17 KV84, Ireland**, or through any confidential reporting channel Acre makes available. Reports will be handled as confidentially as possible, consistent with the need to conduct a thorough investigation and with applicable law.