



Supplier Code of Conduct

Updated: March 9, 2026

PURPOSE

This Supplier Code of Conduct (“Code”) has been developed to communicate the expectations of BearCom Group, Inc., Stone Security, LLC and their affiliated and subsidiary companies (“Company”) with respect to the safe and ethical business practices of all suppliers in the Company’s supply chain (“Suppliers”).

SCOPE

This Code applies to all Suppliers, their subcontractors, agent, labor providers, and any other third parties engage by Suppliers in connection with Company business.. By providing goods or services to the Company, all Suppliers are deemed to acknowledge and accept this Code and agree to comply with its terms.

CODE

This Code is incorporated by reference into and forms part of all agreements between the Company and Suppliers. In the event of a conflict, the Company may enforce the more stringent requirement unless otherwise expressly agreed in writing.

1. Safety

Safety is of critical importance to the Company. We believe safety and commercial success are inseparable components and strive for zero incidents. The Company expects Suppliers to operate in a safe manner, keeping the safety of its employees and the public as a foundational consideration.

Suppliers are expected to comply with Company’s safety program, at a minimum. Suppliers must report any safety infractions, citations or accidents (“incidents”) that involve or related to Supplier’s contractual obligations to the Company, by sending an email to legal@bearcom.com within 4 hours of an incident. Failure to accurately, completely and expeditiously report an incident may result in Company terminating the commercial relationship with Supplier.

2. Compliance with Law

Suppliers must comply with all laws and regulations applicable to their operations. While it is not possible to enumerate all applicable legal, and our, requirements, the Company calls specific attention to the following as illustrative of our guidelines.

- Wage and Hour Laws. The Supplier is expected to follow all applicable wage and hour laws, including prohibiting the use of child labor in providing goods or services to Company.

- Equal Employment Opportunity.

- **For US Suppliers:** The Supplier agrees to abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that parties take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
- **For Canadian Suppliers:** Supplier is required to comply with applicable human rights legislation. Suppliers may not engage in any prohibited discrimination in employment practices, the provision of services, or in contracting with respect to any person's race, color, religion, sex, sexual orientation, gender identity, age, national origin or any other prohibited ground. If and as required by applicable law, Supplier shall take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, age, national origin, disability or any other prohibited ground.

3. Modern Slavery and Human Trafficking

The Company opposes slavery in all its forms. This statement outlines the steps taken by Company and all its wholly owned subsidiary businesses and divisions to seek to minimize the risk of modern slavery occurring in our business and in our supply chain. At the Company we accept our role and responsibility in trying to safeguard human rights through ethical, sustainable and suitable business practices. We also recognize that human rights is a key area of interest for our internal and external stakeholders. Therefore, this is a key focus for us both from a moral standpoint and from a commercial benefit. We are trying our best to ensure that human rights are respected within our business and throughout our supply chains. We acknowledge that this is a journey that we have started to improve our modern slavery risk identification and to mitigate it. We recognize this as a process of continuous improvement and are fully committed to it. The Company has adopted a risk-based approach to modern slavery due diligence. We have primarily focused on the human rights of direct employees and the human rights of those in the final stage of our supply chains, believing that these are the areas where we can make the most significant contribution. Unless otherwise specified, this statement refers primarily to our direct employees and the final stages of the supply chain.

- Our Structure, Operations and Supply Chain

The Company is the largest integrator and provider of mission-critical voice, security, and data solutions across North America, with 80+ locations and more than 1,300 team members. We are primarily based in North American, with one South American offices as well as some global clients.

Our suppliers are mostly based in North America but may have manufacturing facilities across the globe. While our operations and supply chains are complex, our aim is to ensure that human rights are understood, respected and upheld. We expect our partners and stakeholders to adhere to ethical business conduct consistent with our own. The Company is committed to making positive economic, social and environmental contributions to society, consistent with the principles of honesty, integrity, fairness and respect. We prohibit discrimination and forced, trafficked, and child labor and are committed to safe and healthy working conditions.

- Actions taken to address modern slavery risks:

- Before we contract with a new supplier we assess its risk against our criteria. We regularly communicate our purchasing policy and our minimum requirements under our Ethical purchasing

standards and elimination of modern slavery. We keep our buying and sourcing teams up to date on our ethical sourcing and human rights.

- We regularly engage our suppliers to ensure that they understand and undertake the required risk identification and mitigation activities within their businesses and supply chains to ensure human rights are protected.
- We have policies which incorporate the importance of "respect for the rights of all", including our employees. The Company strives to create a work environment which is inclusive of all people regardless of gender, age, race, disability, sexual orientation, cultural background, religion, family responsibilities or other areas of potential difference. We also carry out regular EEO training for all staff.
- We have feedback systems built in for stakeholders to raise concerns about unethical behavior including modern slavery risks within the business or its supply chains. This includes the ability to anonymously lodge the complaint.

4. Employer Pays Principle

The Company enforces and requires Suppliers to enforce an employer pays principle, which means that no worker should pay for the costs of recruitment for a job. The employer must bear all costs related to recruitment.

5. Conflict Minerals

The Company is committed to responsible operations. As part of our commitment, we seek to source products, components and materials from Suppliers who share our values around human rights. The Company expects that Suppliers will establish or have established their own conflict minerals policies as well as due diligence systems to prevent conflict minerals originating from the DRC or adjoining countries, to the extent that they benefit groups committing human rights violations, from being included in the products sold to the Company.

6. Office of Foreign Assets Control ("OFAC")

The Company is committed to compliance with laws prohibiting trading with certain named countries that have been identified as countries that harbor terrorists, support international narcotics traffickers or that are engaged in activities related to the proliferation of weapons of mass destruction. Similarly, the Company expects that its Suppliers comply with all applicable trade control laws, including economic sanctions, export controls, and embargoes administered by the United States, Canada, and other applicable jurisdictions.

Suppliers represent that neither it nor its owners, officers, or subcontractors are listed on any restricted or denied party list and agrees to promptly notify the Company of any investigation, designation, or violation related to trade compliance. Suppliers shall immediately notify the Company if they become subject to any investigation, designation, listing, or enforcement action related to trade compliance or sanctions.

7. Anti-Corruption

The Company expects its Suppliers to ensure that they provide goods or services in a way that is lawful and transparent.

- Tax Evasion and Money Laundering. The Company has policies and procedures to guard against improper transactions and performs due diligence on customers and Suppliers to avoid transacting with parties who may engage in money laundering or tax evasion. The Company expects Suppliers to review their own operations and supply chains to ensure compliance with all applicable laws and regulations.

Conflicts of Interest. While it is not practicable to enumerate all conflicts of interest, a prohibited conflict includes any situation in which Supplier's personal, financial, or other interests could improperly influence, or

appear to influence, Suppliers' obligations to the Company. Suppliers shall promptly disclose to the Company any actual or potential conflict of interest, including where a Supplier or its owners, officers, or employees are family members or related parties to Company personnel involved in procurement or contracting decisions. Suppliers shall update such disclosures as circumstances change.

- Gifts and Entertainment. The Company expects that Suppliers comply with Company's Anti-Corruption Policy, and refrain from providing gifts to Company representatives that are of anything more than minimal value, normally defined as \$50 per person, per event. Entertainment expenses on behalf of Company representatives should be consistent with industry standards, and of a type and nature that is consistent with Company values.

8. Privacy and Data Processing

The Company is committed to complying with all applicable data privacy regulations in all jurisdictions in which it has operations. Suppliers must comply with all applicable data privacy regulations as applicable to its operations. Suppliers shall process Company data solely for authorized business purposes and shall not use, disclose, or retain such data except as permitted by written agreement. Suppliers shall promptly notify the Company, without undue delay, of any actual or suspected data breach, security incident, or unauthorized access involving Company data. Suppliers who process personal or sensitive personal data on behalf of the Company may be required to acknowledge and comply with Company's Vendor Security Policy. Supplier shall ensure that any subcontractors or subprocessors comply with equivalent data protection obligations.

9. Sustainability

The Company is committed to operating in a sustainable manner and expects that Suppliers examine their operations and supply chains to reduce waste or environmental harm.

10. Intellectual Property

The Company owns various trademarks, copyrights, trade secrets, patents and other intellectual property ("Intellectual Property"). The Company may need, from time to time, to provide information to Suppliers that relates to or incorporates the Company's Intellectual Property. The Company expects that Suppliers will use and retain the Company's Intellectual Property in a confidential and restricted manner and only pursuant to a written agreement with the Company. Suppliers shall forever cease using the Intellectual Property and any tangible embodiments thereof upon demand by the Company or automatically at the end of any particular project involving use of the Company's Intellectual Property and/or embodiments thereof, and upon demand by the Company, return any embodiments thereof to the Company. Suppliers shall not register, attempt to register, or claim any ownership interest in the Company's Intellectual Property.

11. Subcontractors and Flow-Down Obligations

Suppliers are responsible for ensuring that their subcontractors, agents, labor providers, and other third parties engaged in connection with Company business comply with standards equivalent to this Code. Suppliers remain fully responsible for the acts and omissions of such parties and shall promptly address any violations.

12. Supplier Information Accuracy

Suppliers represent and warrant that all information provided to the Company, including any supplier onboarding, compliance, or risk assessment process, is complete, accurate, and current. Suppliers agree to promptly update such information as changes occur, including changes to legal entity status, ownership, banking information, tax information, sanctions status, or compliance certifications. Suppliers acknowledge that failure to maintain accurate and current supplier

information may result in delayed onboarding, suspension of transactions, withholding of payments, or termination of the Supplier relationship.

13. Reporting and Non-Retaliation

Suppliers must promptly report any actual or suspected violation of this Code or applicable law relating to business conducted with the Company by notifying legal@bearcom.com. Suppliers shall maintain mechanisms that allow employees and agents to raise concerns confidentially or anonymously and shall prohibit retaliation against any individual who, in good faith, reports concerns or participates in an investigation. Retaliation against whistleblowers or failure to report known violations constitutes a material breach of this Code.

14. Records, Certifications, and Audit Rights

Suppliers shall maintain accurate books, records, and documentation sufficient to demonstrate compliance with this Code and all applicable laws and regulations. Upon request, Suppliers agree to provide written certifications of compliance and to cooperate with reasonable audits, assessments, or information requests conducted by the Company or its designated third parties, including those conducted through compliance or risk assessment tools. Suppliers shall not destroy, alter, or conceal records relevant to any audit, investigation, or legal proceeding.

15. Corrective Action and Consequences of Non-Compliance

In the event of a violation of this Code, the Company may require corrective action, additional certifications, or remediation within a specified timeframe. The Company is not required to provide notice or an opportunity to cure and may immediately suspend or terminate the Supplier's relationship for serious violations, including but not limited to safety incidents, human trafficking, corruption, or trade compliance violations. The Company reserves the right to suspend onboarding, halt transactions, withhold approvals, or terminate a Supplier relationship for failure to comply with this Code or to remediate identified issues.