



SUPPLIER CODE OF CONDUCT

INTRODUCTION

OPSWAT Inc. and its subsidiaries [collectively "OPSWAT"] are committed to conducting our business and operations with integrity, respecting the rights of all individuals across the globe, and acting in a socially responsible manner.

This Supplier Code of Conduct ["Code of Conduct"] applies to all aspects of OPSWAT's business, and OPSWAT strongly encourages each manufacturer, service provider, vendor, and other suppliers [each a "Supplier" and collectively "Suppliers"] to meet certain standards in all activities that relate directly or indirectly to OPSWAT.

This Code of Conduct establishes the minimum standards that OPSWAT evaluates before it decides to start, or continue, to do business with a Supplier, and includes:

- Supplier's ethical business practices
- Supplier's treatment of workers
- Workplace safety; and
- The impact of Supplier's activities on the environment

In some cases, OPSWAT has adopted specific written policies and requirements. To the extent Supplier was requested to comply with a specific policy or requirement, and those require a higher standard than required by this Code of Conduct or applicable laws, Supplier must adhere to the higher standard.

INTEGRITY AND COMPLIANCE WITH LAWS

OPSWAT is committed to the highest ethical standards in the conduct of its business and therefore the integrity of each Supplier is of paramount importance. Supplier shall comply with all federal, national, and local laws and regulations applicable to its business, as well as the standards of its industry, and those pertaining to the goods and services Supplier offers, including, as applicable, laws relating to taxation, anti-money laundering, anti-terrorist financing, proliferation financing, sanctions, anti-bribery and corruption, trade compliance, labor and employment, environmental protection, data privacy, and information security. Supplier shall be duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization and shall obtain and maintain all licenses, permits, approvals, and authorizations required to conduct its business and perform its obligations.

Business integrity

Supplier must be committed to the highest standards of integrity in conducting its business. Suppliers must comply with applicable anti-bribery and anti-corruption laws and must have adequate policies and procedures in place to enforce and monitor compliance with such laws.

Suppliers shall have a zero-tolerance policy for all forms of corruption, extortion, and embezzlement. Specifically, Supplier will not engage nor allow any of its employees, contractors and partners to engage in any activities relating to (1) bribery, corruption or illegal payments (whether in dealings with public officials or private individuals); (2) money laundering; or (3) unfair competition or unfair and deceptive trade practices.

Supplier must not offer cash, favors, gifts, or entertainment to OPSWAT's personnel without disclosing and obtaining an appropriate approval from OPSWAT.

Conflict of Interest

Suppliers are required to disclose any actual, potential, or perceived conflict of interest that may arise when transacting with OPSWAT. Supplier shall provide its products and/or perform the services for the sole benefit of OPSWAT, shall maintain integrity in all business dealings, and shall have practices in place designed to prevent conflict of interest situations and to facilitate timely identification and prompt reporting of such conflicts to OPSWAT.

Trade Compliance

Supplier will observe and comply with the applicable export and import laws and regulations, including any international trade laws or local regulations. Supplier shall reasonably cooperate with OPSWAT's sanctions screening and trade compliance requirements, including by providing accurate and complete information, certifications, and supporting documentation reasonably requested by OPSWAT in connection with due diligence, sanctions screening, onboarding, and ongoing compliance reviews.

Confidentiality

Suppliers will maintain the confidentiality of any non-public, proprietary, confidential, or competitively sensitive information of OPSWAT and OPSWAT's employees, contractors, and partners, and will use it only for the purpose for which it was disclosed to Supplier. Supplier must not disclose OPSWAT's confidential information to any third party except as specifically authorized by OPSWAT (or as otherwise permitted in the applicable non-disclosure/confidentiality agreement) and shall implement measures to protect the secrecy of any confidential information.

Intellectual Property

Suppliers must respect any proprietary rights to which they may have access to, and shall use, such proprietary rights only in accordance with the limited use rights granted to them. Supplier will not violate, misappropriate, or infringe upon the intellectual property rights of any person or entity, including those of OPSWAT and its affiliates. Suppliers must take appropriate steps to safeguard and maintain confidential and proprietary information of OPSWAT, its affiliates and any of OPSWAT's business partners.

Privacy

Suppliers must comply with applicable data privacy, data protection, and information security laws and regulations and will implement appropriate administrative, technical, and organizational measures to safeguard the security, confidentiality, integrity, and availability of information collected, stored, processed, transmitted, or shared by the Supplier. Supplier shall limit access to OPSWAT confidential information and personal data to appropriately trained and authorized personnel who require such access for legitimate business purposes only, and shall take reasonable steps to prevent unauthorized access, use, disclosure, alteration, or loss of such information.

Business Continuity and Disaster Recovery

Supplier shall maintain reasonable business continuity and disaster recovery plans, controls, and processes appropriate to the nature of the products and services it provides to OPSWAT, and shall review and update them periodically as needed to support resilience and continued performance.

LABOR AND EMPLOYMENT

OPSWAT promotes a safe, healthy, and supportive work environment, and strives to treat all employees, contractors and suppliers with dignity and respect. OPSWAT monitors its compliance with international and local laws and requirements to ensure that the rights of OPSWAT's employees are protected and expects the same from its Suppliers. Supplier must comply with applicable labor and employment laws and regulations.

No Discrimination, Abuse, or Harassment

Supplier shall treat all workers with respect and dignity and will promote an inclusive and diverse work environment. Supplier shall not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement, or any other employment practice based on race, color, national origin, gender, gender identity, sexual orientation, military status, religion, age, marital or pregnancy status, disability, or any other characteristic protected by applicable local laws, regulations, and ordinances.

Forced Labor, Slavery and Human Trafficking

All labor must be voluntary. Supplier shall not support or engage in slavery or human trafficking in any part of its supply chain. Specifically, Supplier shall not, and shall ensure that its partners do not, support or engage in, or require any compelled, involuntary, or forced labor. Supplier shall implement and maintain a reliable recordkeeping system regarding age eligibility and legal status of all workers.

Child labor

Suppliers must ensure that no form of child labor is used anywhere in their supply chains. "Child" means any person who is either (1) younger than 16, or (2) younger than the minimum age required for employment under applicable law. Supplier will comply with all applicable laws and regulations regarding the employment of minors.

Compensation, Working Hours, and Benefits

Supplier must comply with all applicable wage, working hours and benefit laws and regulations, including laws of other elements of compensation in each county it operates as applicable.

Supplier will not require employees to work more than any limits on regular and overtime hours allowed under applicable law, and will compensate all workers with overtime premiums, that at a minimum meet the minimum wage established by applicable law.

Supplier shall make wage payments on a timely basis.

Freedom of Association and Collective Bargaining

Supplier shall respect, and shall not interfere with, the right of workers to decide whether to lawfully associate with groups of their choice, including the right to form or join trade unions and to engage in collective bargaining.

Health and Safety

Supplier shall provide a safe, healthy, and sanitary working environment. Supplier shall implement procedures and safeguards to prevent workplace hazards, and work-related accidents and injuries, including procedures and safeguards to prevent industry-specific workplace hazards, and work-related accidents and injuries.

Supplier shall ensure that all its facilities meet applicable building codes and will obtain and maintain all the required business licenses.

ENVIRONMENTAL PROTECTION

OPSWAT seeks to do business with Suppliers who share our concern for, and commitment to, preserving the environment. Supplier shall operate its facilities in compliance with all environmental laws, including laws and international treaties relating to waste disposal and the use of hazardous substances. Supplier will strive to perform all of its activities in ways that will help to preserve natural resources and energy, and minimize adverse impacts on the environment, and will implement policies and procedures to protect the same. Supplier must ensure that the goods that it manufactures (including the inputs and components that it incorporates into its goods and packaging materials) comply with all environmental laws and treaties. Specifically, Supplier must avoid materials and methods that pose a risk to the environment and the climate where other available and viable alternatives exist. Suppliers will identify and reduce the use of hazardous materials, chemicals, and substances. Suppliers must ensure the safe handling, storage, recycling, or disposal of any substances or materials posing a hazard to humans, or the environment.

CONTACT INFORMATION

To report questionable behavior or a potential violation of this Code of Conduct, Suppliers are encouraged to work with their primary OPSWAT contact in resolving their concern. If that is not possible or appropriate, please contact legal@opswat.com

Supplier shall not retaliate or take disciplinary action against any worker or representative who has, in good faith, reported violations or questionable behavior, or who has sought advice regarding this Code of Conduct.

TERMINATION

Supplier acknowledges that OPSWAT may, in its discretion, conduct inspections to confirm Supplier's compliance with this Code of Conduct.

OPSWAT may immediately terminate its business relationship (including any purchase order(s) and purchase contracts) with Supplier if Supplier or its partners fail to meet the standards in this Code of Conduct.

By working closely with our Suppliers, we believe we can achieve mutual success while helping communities, preserving, and contributing to the world we live in and support OPSWAT's mission to protect the world's critical infrastructure. We therefore require our Suppliers to develop, implement, and enforce policies, procedures, governance frameworks, internal controls, training, and monitoring processes to ensure compliance with all aspects of this Code of Conduct and to identify, correct, and remediate any non-compliance. Supplier shall promptly notify OPSWAT of any actual or suspected material violation of this Code of Conduct or applicable law, or any event that could materially affect Supplier's ability to comply with this Code of Conduct.

SUPPLIER CERTIFICATION & ACKNOWLEDGEMENT

As the authorized representative of a Supplier (or other Contractor) providing products or services to OPSWAT Inc. and/or its subsidiaries (collectively "OPSWAT"), I certify that Supplier and any of Supplier's personnel or agents providing products or services to OPSWAT is/are in compliance with the current versions of OPSWAT's Supplier Code of Conduct and shall remain in compliance with respect to all business dealings related to OPSWAT .

Supplier:

By:

Title:

Date:

[signature]

Updated on June 1, 2026