

X-ALERT BUSINESS PARTNER CODE OF CONDUCT

1. WHY A BUSINESS PARTNER CODE OF CONDUCT?

The Company X-ALERT (hereinafter referred to as “X-A”) offers services in the sphere of commercial security devices at a worldwide level. X-ALERT. is a signatory to the United Nation’s Global Compact initiative and promotes and upholds the principles set out in the United Nations Universal Declaration of Human Rights and in the United Nations Guiding Principles on Business and Human Rights (including the rights specified in the International List of Rights). It recognises its responsibility in asserting and upholding these principles in carrying out international business.

X-A places considerable emphasis on ethics, integrity, and adherence to regulations. We endeavour to make sure that our business activity is always conducted in a sustainable way and in accordance with our fundamental values, honesty, vigilance, and utility. We undertake to maintain the highest standards of integrity and to adhere to valid laws, rules, regulations, and all codes of conduct.

This Business Partner Code (hereinafter referred to as the “Code”) details the minimum standards which X-A requires that its business partners uphold in doing business. The standards set out in this Code draw on internationally recognised treaties and agreements.

2. THE BUSINESS PARTNER CODE APPLIES TO ALL CONTRACTORS, SUBCONTRACTORS, AND BUSINESS PARTNERS OF X-ALERT B.V.

This Code applies to all contractors, subcontractors, and business partners of the company X-A (hereinafter referred to as “Suppliers”). For the purposes of this Code, business partners shall include servicing partners, consultants, intermediaries, and similar parties that represent and/or provide goods or services to X-A.

Suppliers are obliged to adhere to all valid laws and technical standards, as well as the rules laid down in this Code. They must have in place all permits, licences, approvals, and registrations required by the law.

It is the responsibility of each and every Supplier to meet the requirements of this Code and to pass on these requirements to their business partners, employees, functionaries, managers, or authorised representatives, without exception, in all dealings and transactions to concern X-A.

Consistent adherence to this Code shall be taken into consideration when selecting and evaluating Suppliers.

Under no circumstances shall Suppliers be governed by any orders, requirements, or instructions which could mean breach of the provisions of this Code.

Should a Supplier fail to adhere to the Code and such failure to adhere is not negligible, X-A reserves the right to terminate the contract and business relationships with the Supplier.

3. INFORM US

Suppliers are obliged to report cases of failure to adhere to this Code to X-A. X-A undertakes that any report of breach of this Code shall not have a negative impact on the reporter.

Breach of this Code may be reported to X-A:

E-mail: info@x-systems.com

Telephone: +31 85 877 17 67

Other contact details are provided at the X-A website <https://www.x-alert.com>

4. HUMAN RIGHTS AND WORKING CONDITIONS

X-A promotes and respects the protection of internationally declared human rights and expects the same of its Suppliers. Suppliers guarantee that they shall take no part in violating human rights.

Suppliers are strictly prohibited from employing persons who are younger than the set minimum age for employment (15 years of age) and who have not yet completed compulsory education. Workers aged between 15 and 18 years may not be employed for dangerous or heavy work.

Suppliers are strictly prohibited from participating in or tolerating modern slavery and exploitation, including human trafficking. This means that they shall not operate or tolerate any restriction of movement, confiscation of proof of identity, excessive fees for recruitment, bonds, withholding of wages, violence, or any other exploitation or abuse. Suppliers are expected to have clear, written conditions for their employees.

Suppliers must adhere to the valid laws to concern working times and the rules of rest time. Suppliers must pay wages on time and provide benefits which match or surpass the statutory minimum standards, collective agreements, or corresponding business standards.

X-A respects the rights of all employees to decide whether or not they shall be represented by a trade union organisation in collective bargaining, and to establish and enter trade union organisations or workers' associations at their own section and in accordance with local laws and regulations. No employee should be exposed to harassment or reprisals for exercising these rights.

X-A expects its Suppliers to do the same. Suppliers must create a safe work environment that it non-detrimental to health.

Suppliers are expected to have in place the corresponding systems for the prevention of occupational injuries and occupational illnesses. Employees should undergo the corresponding training and receive instructions and equipment in order that occupational health and safety is maintained.

X-A is an equal opportunities employer. It must treat all employees fairly and equally, without any discrimination or any form of harassment. X-A expects its Suppliers to promote equal opportunities and the elimination of discrimination in employment.

5. THE ETHICS OF DOING BUSINESS

X-A is governed by the principles of integrity, honesty, and fairness. We are determined to promote and assert the highest ethical business standards in all aspects of our business activity. It is expected that all Suppliers shall act honourably and honestly and shall not participate in any unfair action or practices, anti-competitive conduct included.

X-A has zero tolerance for all forms of bribery and corruption. Suppliers may not look for, accept, or have business advantages based on unlawful, inappropriate, or unethical conduct. Suppliers are obliged not to accept any types of corrupt practices or bribes and it is expected that they shall adhere to the corresponding system of preventing corruption.

Suppliers may not provide X-A employees with any gifts, excursions, food or drink, or hospitality in situations in which this could influence any decision-making by employees in relation to Suppliers.

Suppliers shall not participate in money-laundering and terrorist financing, shall not promote them, and shall not facilitate them. Suppliers shall put systems in place which prevent violation of legal regulations in the sphere of competition. They may not participate in any modification of offers, pricing, cartel activity, or trading in inside information.

Suppliers are obliged to adhere to valid regulations relating to trade sanctions, including those published by the United Nations, the United States of America, and the European Union.

Suppliers must protect the privacy of employees, representatives of customers, representatives of business partners, and other individuals and process personal data in accordance with the law, with justification and transparently.

Suppliers are obliged to prevent situations in which there is an actual or potential conflict of interests between X-A and the Supplier or a closely related party, and to inform X-A of such situations.

Suppliers shall protect X-A's confidential information and intellectual property rights and must keep confidential all information to which they have access in executing their work, providing services, or supplying goods to X-A, even in the case that such information about X-A is not confidential. Suppliers must act in such a way as to prevent the misuse of information, theft, fraud, or improper disclosure.

If Suppliers are informed about important, non-public information to concern X-ALERT B.V. or its business activity, they may not purchase, sell, or otherwise trade in X-ALERT B.V. securities. Neither may Suppliers take any steps which would result in Suppliers misusing such information for their own gain.

Accurate and reliable information and records are crucial in fulfilling X-A's financial, legal, and administrative obligations and are necessary for fair consideration of transactions at X-A. A Supplier must keep accurate records of all matters associated with business between that Supplier and X-A. This includes the proper, fast, and complete recording of all costs and payments and the availability of supporting records and documentation.

6. ENVIRONMENTAL SUSTAINABILITY

X-A endeavours to carry out its business in a sustainable manner, with respect for and regard to the environment. We should work in such a way that we contribute toward a more sustainable future.

Suppliers must ensure that they adhere to all valid laws and regulations relating to the environment. X-A expects that Suppliers shall take a preventive approach to environmental challenges by taking steps in support of greater responsibility for the environment.

7. ADHERING TO LAWS

Suppliers are responsible for the fact that their managers, senior members of staff, employees, and subcontractors or representatives understand and adhere to valid laws and regulations to the extent applicable to the relevant agreement or business relationship.

8. BINDING AGREEMENT

The undersigned is a Supplier to the company X-ALERT B.V.

1. By signing this document, we acknowledge and agree that:

A. The Code describes the minimum expectations that X-A has of its Suppliers in relation to:

- adherence to laws and integrity;
- human rights and working conditions;
- the ethics of doing business; and
- the environment.

B. X-A may amend or update the Code.

C. The Code incorporates the continuing expectation that Suppliers shall report any breach of the Code to X-A.

2. On behalf of our organisation:

A. We confirm that we understand and appreciate the expectations which X-A has and which are presented in the Code.

B. We undertake that we shall adhere to the principles of the Code in our rules and everyday procedures, which might change over time.

C. We acknowledge and agree that the Code, as amended, is part of our contractual terms and conditions with the company X-A (but does not reduce, modify, or replace any other commitments which may be proven by any valid contract or legal regulation or in another way).

(place), (date)

Name of company, first and surname and function of person qualified to act on behalf of the Supplier.