



Supplier Code of Conduct March 2026

Table of Contents

1. Compliance with Laws	2
2. Human Rights.	2
3. Employment Practices.	3
4. Anti Corruption.	3
5. Conflict of Interest.	4
6. Environment, Health & Safety.	4
7. Global Trade Compliance.	5
8. Quality.	5
9. Ethics Program Expectations.....	5



Supplier Code of Conduct

March 2026

C Speed, LLC is committed to creating and adhering to legal and ethical requirements designed to ensure fairness, transparency and honesty in government contracting. Our system is based upon the Procurement Integrity Act (41 USC.423) and FAR 3.104 regulations, which protect the procurement process and enables fair competition. We win business on the strength of our products and people and never through unethical or illegal behavior.

This Supplier Code of Conduct expresses our expectations for suppliers throughout our business.

General Disclaimer

This Supplier Code of Conduct is in no way intended to modify or conflict with the terms and conditions of any existing contract. In the event of a conflict, suppliers must first follow applicable laws/regulations; then applicable contract terms; followed by this Supplier Code of Conduct. If local law is not as strict as this Supplier Code of Conduct, we require our suppliers to comply with this Supplier Code of Conduct.

COMPLIANCE WITH LAWS

We expect our suppliers to maintain full compliance with all laws and regulations applicable to their business. When conducting international business, suppliers must comply with local laws/regulations.

Financial Responsibility and Accurate Records

We expect suppliers to create accurate records, and not alter any record to conceal or misrepresent the underlying transaction it represents. We expect suppliers to accurately record, maintain and report business transactions, including but not limited to financial accounts, quality reports, time records, expense reports, resumes and submissions to C Speed, the customer or regulatory agency. All records, regardless of format, made or received as evidence of a business transaction must fully and accurately represent the transaction/event being documented. When a record is no longer needed to conduct current business, the record should still be retained based on any applicable retention requirements.

Suppliers performing as a US Government contractor (direct or indirect) must comply with the requirements of FAR 4.703. Suppliers must provide current, accurate and complete data, certifications, invoices, time records and other submissions required to support pricing, billing, quality and contract compliance. Suppliers must not misstate labor qualifications, country of origin, source of supply, testing status or manufacturing history.

Human Rights

We expect our suppliers to treat all people with respect and dignity; encourage diversity; remain open to diverse opinions; promote equal opportunity and foster an inclusive and ethical culture.

Child Labor

We expect our suppliers to ensure that illegal child labor is not used in the performance of work. The term "child" refers to any person under the minimum legal age for employment where the work occurs.

Human Trafficking

Suppliers must adhere to regulations prohibiting human trafficking and comply with all applicable laws in the country or countries in which they operate. Suppliers must refrain from violating the rights of others to include the use of forced, bonded (including debt bondage) or indentured labor, involuntary prison labor, slavery or trafficked persons. We expect suppliers to address any adverse human rights impacts on their operations and notify the appropriate agencies immediately.

Employment Practices

Harassment

We expect our suppliers to ensure their employees are afforded a place of employment that is free from physical, psychological and verbal harassment; or other abusive conduct

Non-discrimination

We expect our suppliers to provide equal employment opportunity to employees or applicants for employment, without regard to race, ethnicity, religion, color, sex, national origin, military veteran status, ancestry, sexual orientation, gender identity or expression, marital status, family structure, genetic information, mental or physical disability or any other characteristic protected by applicable laws -- so long as the essential functions of the job can be competently performed with or without reasonable accommodation.

Substance Abuse

We expect our suppliers to maintain a workplace free from illegal drugs or the abuse of prescription medications. The supplier workplace should be free of illegal drug use, possession, sale, or the distribution of controlled or illegal substances. The supplier should promote and encourage employees to seek help for any addiction without fear of reprisal.

Anti-Corruption

Our suppliers must comply with all anti-corruption laws, directives and/or regulations that govern operations in the countries in which they do business (i.e. US Foreign Corrupt Practices Act, U.K. Bribery Act). We require our suppliers from offering/making any improper payments of money or anything of value to government officials, political parties, candidates or other persons. This includes prohibition on facilitating payments intended to expedite or secure performance of a routine governmental action -- even in locations where such activities may not violate local law. Personal safety payments are permitted where there is an imminent threat to health or safety. We expect our suppliers to exert due diligence to prevent and detect corruption in all business arrangements, including partnerships, joint ventures, offset agreements and consultants.

Our suppliers must not offer any illegal payments to, or receive any illegal payments from, any customer, supplier, their agents/representatives or others. The receipt, payment and/or promise of monies or anything of value either directly or indirectly which is intended to exert undue influence or improper advantage is prohibited - even in locations where such actions may not violate local law.

Our suppliers must not fix prices or rig bids with competitors. They must not exchange current, recent or future pricing information. Our suppliers must avoid business practices such as entry into arrangements that unlawfully restrain competition; improper exchange of competitive information; price fixing; bid rigging or improper market allocation.

We expect our suppliers to compete on the merits of their products and services. The exchange of business courtesies may not be used to gain an unfair competitive advantage. Suppliers must ensure any gift, meal,

entertainment, travel or other business courtesy is lawful, reasonable, infrequent, accurately recorded and permitted by the recipient's organization. Suppliers must not offer or provide anything of value to U.S. Government employees or representatives in violation of law, regulation or agency ethics rules.

Additionally, C Speed employees who are involved in procurement decisions may not accept any business courtesies from current/prospective suppliers.

We expect our suppliers to comply with insider trading laws and take steps to prevent their employees from trading in any security while in possession of material, non-public information.

Conflict of Interest

We expect our suppliers to avoid all conflicts of interest or situations giving the appearance of potential conflict of interest in their dealings with C Speed. Suppliers must avoid not only actual conflicts of interest, but also organizational conflicts of interest and situations that create an appearance of impaired objectivity, biased ground rules, or unequal access to non-public information. Suppliers must promptly disclose any actual, potential, or apparent conflict involving C Speed work.

We expect our suppliers to properly handle sensitive information, including confidential, proprietary and personal information. Information should not be used for any purpose other than business purpose for which it was provided. The only exception is prior written authorization from the owner of the information.

We expect our suppliers to respect and comply with all laws governing intellectual property rights, assertions -- including protection against disclosure, patents, copyrights and trademarks. C Speed information should not be used for any purpose beyond the scope of the business arrangement with C Speed. The only exception is prior written authorization from C Speed.

Suppliers must protect confidential and proprietary information of others, including personal information, from unauthorized access, destruction, use, modification or disclosure through appropriate physical and electronic security procedures. Suppliers must comply with all applicable data privacy laws. Suppliers will ensure their sub-tier suppliers adhere to this requirement.

Suppliers must protect C Speed information, customer information and controlled unclassified information using appropriate administrative, physical and technical safeguards. Where applicable, suppliers must comply with cybersecurity and incident reporting requirements imposed by contract, including, but not limited to, requirements relating to Federal Contract Information, Controlled Unclassified Information (CUI) and covered defense information. Suppliers must promptly report any actual or suspected unauthorized access, compromise, loss or improper dissemination affecting C Speed or customer information.

Environment, Health and Safety

We expect our suppliers to operate in a manner that protects the environment, conserves natural resources and actively manages risk. We expect our suppliers to apply environmental management systems to establish a systemic approach to the management of risks and opportunities associated with the environment. This includes potential risk from regulation non-compliance, regional loss and opportunities for growth through operational and product stewardship.

We expect our suppliers to safeguard all resources (natural, man-made and people). As such, suppliers must comply with all applicable environmental, health and safety laws, and regulations. Our suppliers should protect

the health, safety and wellbeing of their people, visitors and community who may be affected by their activities.

Global Trade Compliance

When necessary, suppliers are encouraged to implement procedures to ensure the security of their supply chain in accordance with the Department of Homeland Security's Customs-Trade Partnership Against Terrorism (CTPAT) program.

We expect our suppliers to be fully compliant with laws/regulations (i.e. ITAR, EAR) governing the import and export of all parts, components and technical data.

We expect our suppliers will not participate in, cooperate or help any unsanctioned foreign economic boycott in accordance with the 1977 Export Administration Act and the 1976 Tax Reform Act.

Our suppliers must comply with all applicable sanctions and restricted-party laws and regulations. Suppliers must not directly or indirectly engage in prohibited transactions involving, denied, debarred, blocked or otherwise restricted parties, countries or end uses.

Our suppliers must also comply with anti-money laundering laws and regulations. Suppliers must not engage with any entity or activity that would involve C Speed in money laundering schemes.

Suppliers must adhere to all federal laws/regulations requiring reporting companies to make specialized disclosure and conduct due diligence concerning their use of conflict minerals that may have originated in the Democratic Republic of Congo (DRC) or adjoining countries. Conflict minerals include, but may not be limited to cassiterite, columbite-tantalite, gold and wolframite or their derivatives. Per the Securities Exchange Act of 1934, reporting companies that manufacture or contract to manufacture products containing conflict minerals, must conduct due diligence on the source and chain of custody to file a report with the SEC. We expect our suppliers to develop due diligence processes to meet our obligations and take steps to determine if their products contain conflict minerals.

Quality

Our suppliers must take due care to ensure their work meets C Speed's quality standards. We expect our suppliers to have in place quality assurance processes to identify defects and implement corrective actions to facilitate delivery of a product whose quality meets or exceeds the contract requirements.

We expect our suppliers to develop, implement and maintain processes to minimize the risk of introducing counterfeit parts and materials into delivered products. Effective processes should be in place to detect counterfeit parts and materials; provide notification to the recipients of counterfeit materials and exclude from the delivered product.

Ethics Program

We expect our suppliers to maintain an ethics and compliance program. This program should include policies and procedures to ensure compliance with all laws, regulations and expectations related to or expressly addressed in this Supplier Code. This should include systems to monitor their compliance with these standards and take corrective action to correct deficiencies.

We encourage our suppliers to be familiar with the business practices of their suppliers, subcontractors and other partners to ensure compliance with all laws/regulations and the Supplier Code to any activity performed on C Speed's behalf; proactively manage and mitigate supply chain risks and report back to C Speed to ensure risks are mitigated. Suppliers performing on U.S. Government contracts must timely disclose credible evidence of violations where required by FAR 52.203-13 or other applicable laws or contract terms.

We expect our suppliers to provide their employees with avenues for raising legal or ethical issues or concerns



Supplier Code of Conduct March 2026

without the fear of retaliation. We expect our suppliers to take action to prevent, detect and correct any retaliatory actions.

Suppliers may also ask C Speed questions or raise concerns directly to our company. We prohibit retaliation against anyone for raising a concern in good faith or participating in an investigation of possible wrongdoing. Any questions or concerns may be directed to C Speed management or emailed to: compliance@cspeedgov.us.

In the event of a violation of any of the above expectations, we may pursue corrective action to remedy the situation. In the case of a violation of law or regulation, we may be required to report those violations to proper authorities. We reserve the right to terminate our relationship with any supplier under the terms of the existing procurement/purchasing contract.