

ARCTIC CAT

Supplier Code of Conduct and Ethics

This Supplier Code of Business Conduct and Ethics (“Code”) sets forth the expectations of Arctic Cat Inc. (“Arctic Cat” or “Company”) regarding ethical business practices by its suppliers, service providers, consultants, agents, vendors, and other third-party entities (each, a “Supplier”). When conducting business with Arctic Cat or on its behalf, Suppliers are expected to comply with this Code and to ensure their own employees and sub-tier suppliers do the same. This Code shall also apply Suppliers of Arctic Cat’s subsidiaries, including, but not limited to, Arctic Cat Sales Inc.

1. Compliance with Laws

Suppliers must conduct business in full compliance with all applicable national, federal, state, local, and foreign laws, rules, and regulations, as well as this Code. If more than one legal standard applies, the more restrictive standard governs. Questions about the applicability of particular legal requirements should be directed to Arctic Cat’s legal department.

2. Supply Chain Compliance and Security; Audit and Enforcement

Suppliers are expected to ensure that these standards are met within their own supply chains. Arctic Cat reserves the right to visit or audit (or to have third-party monitors visit or audit) a Supplier’s facilities, with or without advance notice, to evaluate compliance with this Code. Suppliers shall provide documentation and access to records as reasonably requested by Arctic Cat or its designee to demonstrate compliance.

Violations of this Code will result in a review of the business relationship and may result in termination of the relationship consistent with contractual rights and applicable law.

3. Labor Standards

3.1 Prohibition of Child Labor

Suppliers must not use child labor. Suppliers must comply with all applicable child labor laws and employ only workers who meet the applicable minimum legal age requirement where they are employed. In the absence of local law, Suppliers shall not employ anyone under 15 years of age. Workers under 18 shall not perform hazardous work.

3.2 Prohibition of Forced Labor

Suppliers shall not use forced, involuntary, or compulsory labor of any kind, including but not limited to prison labor, indentured labor, bonded labor, or human trafficking.

3.3 Compensation and Working Hours

Suppliers must comply with all applicable laws and regulations governing employee compensation, benefits, and working hours, including minimum wage, overtime, and maximum hours requirements.

3.4 Non-Discrimination

Suppliers must comply with all applicable laws concerning non-discrimination in employment. Suppliers must not discriminate in hiring, compensation, training, discipline, promotion, or termination on the basis of any characteristic protected by applicable law.

3.5 Anti-Harassment

Suppliers must maintain a workplace free from harassment, including sexual harassment, bullying, and abusive conduct. Suppliers must implement policies and procedures to prevent harassment in its various forms—verbal, physical, or visual—and must provide a mechanism for workers to report concerns.

4. Health and Safety

4.1 Safe Working Conditions

Suppliers must comply with all applicable occupational health and safety laws and regulations and provide a safe working environment. Suppliers are responsible for managing worker exposure to workplace hazards, including through provision of appropriate personal protective equipment.

4.2 Injury and Illness Tracking

Suppliers shall maintain systems to track, report, and address occupational injuries and illnesses in compliance with applicable law. These systems shall include encouraging worker reporting, classifying and recording cases, investigating incidents, and implementing corrective actions.

4.3 Emergency Preparedness

Suppliers shall maintain emergency preparedness plans addressing evacuation procedures, hazard detection and suppression equipment, notification protocols, and worker training. Evacuation plans must be communicated to workers in languages they understand, and evacuation routes must be maintained and accessible.

5. Business Integrity and Compliance

5.1 Accurate Books and Records

Suppliers must create and maintain records that accurately represent the transactions and events they document. Suppliers must not make false, inaccurate, or intentionally misleading entries in books, records, or communications related to Arctic Cat business. Documents must be retained in accordance with applicable legal requirements.

5.2 Confidential Information and Intellectual Property

Suppliers must protect Arctic Cat's confidential information and intellectual property by taking reasonable measures to prevent unauthorized disclosure. Disclosure is permitted only in accordance with applicable agreements, and only to parties with a need to know who are bound by confidentiality obligations. Suppliers must not intentionally or knowingly infringe on the intellectual property rights of Arctic Cat or any third party.

5.3 Data Protection and Cybersecurity

Suppliers must comply with applicable data protection and privacy laws with respect to any personal information handled in connection with providing goods or services to Arctic Cat. Suppliers must implement reasonable and appropriate security measures to protect Arctic Cat's proprietary, confidential, and personal information from unauthorized access or disclosure, and to maintain the integrity of systems that impact Arctic Cat's operations.

5.4 Antitrust and Fair Competition

Suppliers must comply with all applicable antitrust and competition laws. Suppliers must never agree or appear to agree with competitors to fix prices, rig bids, allocate markets, or restrict production. Suppliers must not discuss pricing, bidding, or production costs with competitors.

5.5 Conflicts of Interest

Suppliers must avoid situations or relationships that create—or appear to create—a conflict between the Supplier's interests and the interests of Arctic Cat. Potential conflicts must be disclosed to Arctic Cat immediately.

5.6 Trade Compliance

Suppliers must comply with all applicable trade laws and regulations, including those governing imports, exports, sanctions, and anti-money laundering. Suppliers must know, understand, and follow the trade compliance requirements applicable to their products, services, and technologies.

5.7 Anti-Bribery and Anti-Corruption

Bribery, kickbacks, and other improper payments are strictly prohibited. Suppliers must not provide bribes, kickbacks, or other improper benefits to government officials, Arctic Cat employees, customers, or agents acting on Arctic Cat's behalf. This prohibition applies regardless of whether local law permits such activity. Facilitation payments are not permitted without prior written consent from Arctic Cat.

5.8 Gifts and Entertainment

Suppliers must not offer gifts, gratuities, entertainment, or other favors to Arctic Cat employees that could create the appearance of improper influence over business decisions. Arctic Cat employees may never accept cash or cash equivalents from Suppliers. Further details can be found in Arctic Cat's Supplier Handbook.

6. Use of Arctic Cat Name and Marks

Suppliers must obtain express prior written approval before making any communication—including social media posts, press releases, case studies, or website references—that references Arctic Cat, its operations, or its brands. Suppliers may not list Arctic Cat on any website or customer list without such approval. Any use of Arctic Cat logos or trademarks requires a specific written trademark license and must comply with Arctic Cat's brand guidelines.

If a Supplier or any of its sub-tier suppliers acts in a way that disparages or causes reputational harm to Arctic Cat or its brands, Arctic Cat reserves the right to terminate any agreement with the Supplier.

7. Product Safety and Quality

Safety and quality are paramount. Suppliers must maintain the highest standards of product safety and quality in goods and components supplied to Arctic Cat. The safety of end users must be prioritized without exception. Suppliers must promptly notify Arctic Cat of any quality or safety concerns affecting products or components supplied to the Company.

8. Environmental Compliance

Suppliers must conduct their operations in compliance with all applicable environmental laws and regulations. Suppliers must work with Arctic Cat to ensure compliance with environmental requirements concerning substances and materials used in Arctic Cat's products.

9. Conflict Minerals

Suppliers must undertake reasonable due diligence within their supply chains to determine whether products supplied to Arctic Cat contain conflict minerals (e.g., tin, tantalum, tungsten, and gold) sourced from the Democratic Republic of the Congo or adjoining countries, and if so, whether those minerals originate from certified conflict-free sources. Suppliers must cooperate with Arctic Cat in responding to conflict minerals inquiries and reporting obligations.

10. Reporting Concerns

Suppliers who become aware of a potential violation of applicable law or this Code have an obligation to report it. Reports may be made to the Supplier's Arctic Cat business contact or through the following channels:

- Arctic Cat Legal Department:
Arctic Cat – Legal
601 Brooks Ave.
Thief River Falls, MN 56701
Ethics Hotline: 800-279-2281

Arctic Cat prohibits retaliation against anyone who reports a concern in good faith.

This Code is effective as of April 12, 2026, and supersedes all prior versions.