Supplier Code of Conduct

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A.1. Chief Compliance Officer Message

At Arm, we believe that when the ecosystem wins, we all win. Trust is what enables our ecosystem to thrive, and it is earned through ethical conduct, accountability, and a shared commitment to doing business the right way. Our suppliers play an important role in that success, helping to enable the innovation, quality, and resilience that allow Arm and our ecosystem to grow and deliver technology responsibly. To that end, Arm expects each of its suppliers to uphold Arm's Supplier Code of Conduct and the ethical practices and standards it embodies.

This Code is intended to establish a common understanding of the principles that guide our relationship and support our shared success. In particular, it:

- Sets clear expectations for ethical business conduct, integrity, accountability, and compliance with applicable laws and regulations, helping ensure that we operate consistently and responsibly.
- Promotes responsible business practices by advancing respect for human rights, safe and inclusive workplaces, environmental stewardship, and responsible sourcing throughout the value chain.
- Provides a framework for transparency and responsible decision-making that helps strengthen our ecosystem and supports effective risk management across our operations and supply chains.
- Supports long-term partnerships by establishing standards that Arm expects suppliers to uphold within their own operations and throughout their supply chains. A supplier's commitment to and performance against these expectations may be considered when establishing, evaluating, and continuing business relationships with Arm.

By working together to uphold these principles, we strengthen our ecosystem, advance technology responsibly, and create lasting value for our customers, partners, shareholders, employees, and communities.

Michael Green
Chief Compliance Officer

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A.2. Arm Supplier Code of Conduct

Our organization is built on a strong commitment to integrity and accountability. Following applicable laws and upholding responsible business standards are a core part of who we are, shaping our culture and guiding the way we do business. We aim to minimize our adverse social and environmental impacts and maximize our positive social and environmental impacts across our operations and supply chain. Respect for human rights underpins our business activities and is essential to our success. Arm is also committed to the principle of sustainability, including the responsible and sustainable use of resources, at present and in the future.

The world around us is changing, and our business is adapting alongside it. Our vision is to empower the world to deliver on the unprecedented promise of AI through our technology, people, and partnerships. Working towards this goal means extending the benefits of AI, technology, and innovation to everyone, and collaborating with our worldwide network of partners to build a future where technology can serve all. We are committed to conducting business ethically and responsibly throughout our operations and supply chain, and we expect our suppliers to share these commitments.

Arm is a member of the UN Global Compact (UNGC), and our Supplier Code of Conduct (Code) is informed by internationally recognized human rights principles and frameworks, including the UN Guiding Principles on Business and Human Rights, the ILO Declaration on Fundamental Principles and Rights at Work, and the Universal Declaration of Human Rights. Suppliers must have appropriate management systems designed to ensure compliance with applicable laws, regulations, and the requirements of this Code, even when the Code holds them to a higher standard than applicable law.

This Code applies to suppliers and their subsidiaries and affiliates, as well as any subcontractors and sub-tier suppliers providing goods or services to Arm or for use in or with Arm products (Suppliers) and outlines a clear set of standards and principles our Suppliers must follow with respect to business ethics, human rights, health and safety, the environment, and security and data matters.

Suppliers must take appropriate measures to ensure that their employees, subcontractors, and sub-tier suppliers who directly or indirectly provide products or services (or components thereof) to Arm meet the expectations set out in this Code.

Nothing in this Code is meant to supersede any provisions of a particular contract, and to the extent there is any conflict between this Code and any provision of a particular contract with Arm, the contractual provision will control.

On an annual basis, Suppliers will be required to confirm their compliance with this Code. Violations of this Code may result in consequences up to and including immediate termination of any and all agreements between your organization and Arm.

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A.3. Labor and human rights

We expect our suppliers to share our commitment to protecting human rights and promoting equal opportunity in the workplace. Suppliers shall treat all individuals with respect and fairness and respect internationally recognized human rights, including those reflected below, in compliance with applicable laws. Suppliers must conduct due diligence with respect to labor and human rights in their supply chains, including providing effective grievance procedures to remedy any identified violations.

A.3.1. Forced labor and modern slavery

All work shall be voluntary. Suppliers must not participate in or use forced or involuntary labor in any form, including human trafficking, bonded (including debt bondage), indentured, prison, or slave labor. All workers must be provided a written employment agreement that clearly states the terms and conditions of employment in a language they understand as part of the hiring process. Suppliers must provide foreign migrant workers the agreements before they leave their country of origin, and no changes are allowed upon arrival in in the receiving country unless they are necessary to comply with local law and provide equal or better terms to the worker. Workers must be free to terminate their employment without penalty if reasonable notice is given, which must be clearly stated in their employment contract. Suppliers may not impose unreasonable restrictions on workers' freedom of movement. Suppliers may not hold identity or immigration documents unless and only to the extent required to comply with local law. In this case, at no time shall workers be denied access to their documents. Workers shall not be required to pay employers' agents or sub-agents' recruitment fees or other related fees for their employment. If any such fees are found to have been paid by workers, such fees shall be repaid to the worker.

A.3.2. Child labor and young workers

Arm opposes the use of any form of child labor. Suppliers must comply with all applicable child labor laws and should not employ anyone under the age of 15, or where it is higher, the applicable age for completing compulsory education. Workers under the age of 18 shall not perform work that is likely to jeopardize their health or safety, including night shifts and overtime.

A.3.3. Freedom of association and collective bargaining

Suppliers shall respect the right of all workers to form and join trade unions of their own choosing, openly communicate ideas and concerns, to bargain collectively, and to engage in peaceful assembly as well as respect the right of workers to refrain from such activities. Where the right of freedom of association and collective bargaining is restricted by applicable laws and regulations, workers shall be allowed to elect and join alternate lawful forms of worker representations.

A.3.4. Diversity, non-discrimination and non-harassment

Suppliers must commit to providing equal opportunity and may not discriminate against any worker on the basis of race, color, ethnicity, gender identity or expression, religion, national origin, sexual orientation, age, pregnancy, marital status, disability, or any other status protected by applicable law. Suppliers are expected to support equal pay for work of equal value. Suppliers must commit to a workplace free of harassment and abuse, including all forms or threats of physical, verbal, sexual, and psychological abuse, harassment, or other inhumane treatment.

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A.3.5. Compensation and working hours

Suppliers must comply with the new and existing applicable laws and regulations governing employee compensation and working hours, including those related to minimum wages, maximum working hours, overtime, and legally mandated benefits. Workers shall be provided with at least one day off every seven days. No wage deductions are permitted for disciplinary purposes.

Suppliers shall pay for overtime at pay rates greater than regular hourly rates.

We discourage the use of contracts with no guarantee of work within our supply chain and ask that, if this is a practice a supplier uses, that they raise this with the Arm Procurement team or alternatively contact procure.responsibly@arm.com to discuss it in more detail.

A.3.6. Security forces

Suppliers will not use private or public security forces that engage in practices that limit the freedom of association or that result in torture, inhumane or degrading treatment, or bodily harm that is not a lawful use of force under local law.

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A.4. Business practices and ethics

A.4.1. Compliance with laws, rules, and legal regulations

Suppliers will comply with all applicable laws and regulations and will maintain suitable measures to ensure compliance with such laws and regulations. Suppliers are also required to meet the obligations in the relevant contract(s) they have with us and this Code, even when our requirements hold them to a higher standard than applicable law. If applicable local laws conflict with this Code, Suppliers should comply with the law while seeking to respect internationally recognized human rights principles and the principles of this Code.

A.4.2. Bribery, corruption, and money laundering

Arm does not tolerate any form of corruption. Suppliers shall comply with applicable laws and regulations concerning anti-bribery and anti-corruption, including those concerning foreign anti-corruption practices. Suppliers will neither engage in, nor tolerate, any form of corruption, bribery, theft, embezzlement, or extortion, or the use of illegal payments, including any payment or other benefit conferred on any individual, company, or government official, for the purpose of influencing the decision-making process in violation of applicable laws. Also, records should always accurately reflect business activities and include accurate accounting, financial controls, and taxation records.

Specifically, suppliers must not offer or solicit illegal benefits or illegal favors such as bribery payments, kickbacks, or other illegal benefits including inappropriate gifts and undue hospitality towards Arm employees, themselves, or other third parties for the exchange of business opportunities. Suppliers are prohibited from paying expenses for travel, lodging, gifts, hospitality, entertainment, or charitable contributions for government officials on Arm's behalf.

We also expect our suppliers to comply with all applicable laws governing the prevention of money laundering and to not take part in any money laundering or other fraudulent activity. We also expect our suppliers to comply with all applicable taxation laws, including by accounting for all taxes that are lawfully due, and not to take part in or facilitate the evasion of taxes due by them, Arm, or any third party.

A.4.3. Accuracy and disclosure of information

Suppliers are expected to accurately record information regarding its business activities, labor, health and safety, mineral source, and environmental practices, and shall disclose such information without falsification or misrepresentation to all appropriate parties as required by law.

Transparent reporting is a core part of how we build trust. We aim to provide meaningful information to help stakeholders and partners understand our environmental, social, and governance (ESG) performance. To help meet these principles and our regulatory reporting obligations, we expect our suppliers to support our efforts by sharing relevant data if requested by us.

A.4.4. Insider trading

As part of working with Arm suppliers may become aware of material "inside information" about Arm or the companies we do business with. It is against the law to use inside information to buy or sell shares or other securities such as listed bonds, which is known as "insider dealing" and is a serious criminal offence.

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A.4.5. Fair trade and competition

Suppliers shall strictly comply with all applicable antitrust laws, trade practice laws and any other competition laws and regulations, including those related to monopolies, unfair competition and restraints of trade, and relationships with competitors and customers. Suppliers will not enter into agreements with competitors or engage in other acts that may unfairly impact competition, including, but not limited to, price fixing or market allocations.

A.4.6. Responsible sourcing and conflict minerals

Suppliers must conduct due diligence within their supply chains in accordance with recognized due diligence frameworks such as the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas (the “OECD Guidance”). In particular, Suppliers shall comply with all applicable laws related to tin, tantalum, tungsten, gold, cobalt, and other relevant minerals originating from conflict-affected or high-risk areas, and shall take appropriate measures to reasonably assure they are sourced in a way consistent with the OECD Guidance. Suppliers must conduct due diligence on the source and chain of custody of relevant materials, and furnish that information to us upon our request to identify the origin and control of the designated materials used in our products.

A.4.7. Export and import regulations

It is Arm policy to operate in strict compliance with all applicable export controls, sanctions laws and regulations, customs requirements, and related reporting obligations. Suppliers are expected to operate in strict compliance with such regulations as well. Specifically, Suppliers will comply with all applicable import and export control laws, including without limitation, sanctions, embargoes and other laws, regulations, government orders and policies controlling the transmission or shipment of goods, technology and payments. Suppliers shall immediately notify Arm of any concerns, knowledge of potential non-compliance, or other issues related to export and customs compliance.

A.4.8. Conflicts of interest

Suppliers shall refrain from any activity that could create, or appear to create, a conflict of interest in their work with Arm. Business decisions must be made objectively, free of undue influence from personal, financial or other private interests. Suppliers shall immediately notify Arm of any actual, potential or perceived conflict of interest they are aware of. For example, suppliers must disclose any known financial, family, or other close personal relationships with Arm employees who may have a role in the Supplier’s engagement or business dealings with Arm. Suppliers are also expected to maintain appropriate processes to identify, disclose, and address conflicts of interest throughout their relationship with Arm.

A.4.9. Business continuity

Suppliers will maintain appropriate business continuity and disaster recovery plans, processes, and resources for all products and services provided to Arm, to support delivery in line with agreed service levels and contractual obligations. Suppliers are expected to identify, assess, and manage risks that could disrupt supply or service delivery, and to review and test relevant continuity arrangements periodically and following changes. Suppliers will notify Arm promptly of any actual or suspected disruption, incident, or event that could have a material impact on Arm or on the supplier’s ability to meet agreed service levels, including the expected impact and the actions being taken to restore normal service.

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A.5. Health and safety

Suppliers are expected to have appropriate management systems, controls, policies, and training in place for operational safety, protecting their employees, visitors, customers or the local communities in which they operate from harm. Health and safety communication and training shall be provided where applicable for all identified workplace hazards. Health and safety information shall be clearly posted in facilities or locations identifiable and accessible by workers. Health information and training shall include content on specific risks to relevant demographics, such as gender and age, if applicable.

A.5.1. Compliance with occupational health and safety laws and regulations

Suppliers will comply with all applicable health and safety laws and regulations and obtain and maintain all required health and safety permits. Suppliers will identify, assess, and mitigate health and safety hazards (including chemical, biological, physical, and ergonomic stressors, electrical and other energy sources, fire and fall hazards), managing risk through proper design, controls, machine safeguarding, maintenance and safe work procedures, and providing appropriate health and safety guidance and training.

A.5.2. Occupational injury and illness

Suppliers will implement procedures to prevent, manage, track, document, and report occupational injury and illness, including encouraging worker reporting without fear of discipline or retaliation. Cases of injury and illness should be classified, recorded, and investigated, medical treatment should be provided, and corrective actions should be implemented to eliminate causes of harm and to facilitate workers' return to the workplace.

A.5.3. Sanitation, food, and housing

Suppliers will provide workers with ready access to clean toilet facilities, potable water, and sanitary food preparation, storage, and eating facilities. If Suppliers provide workers with dormitories or housing, those facilities will be clean and safe with adequate personal space, reasonable entry and exit privileges, emergency egresses, heat and ventilation, adequate lighting, and hot water for bathing and showering.

A.5.4. Emergency preparedness

Supplier will identify and assess potential emergencies. They will minimize impacts by implementing appropriate emergency plans and response procedures, including emergency reporting, employee notification and evacuation procedures, worker training, drills, fire detection and suppression equipment, exit facilities, and recovery plans.

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A.6. Environment

Suppliers are expected to conduct their operations in a way that minimizes the impact on natural resources, including energy, water, pollution, fossil fuels, minerals and virgin forest products. Suppliers are expected to understand and manage their environmental impacts and comply with all environmental laws and standards, including obtaining and keeping current all applicable environmental permits and approvals.

A.6.1. Targets and reporting

We expect suppliers to have strategies and targets in place to reduce their material environmental impacts, including greenhouse gas emissions, and encourage them to publicly report details of these emissions and progress against targets annually. If the supplier does not report such strategies, targets, and progress publicly, then suppliers are required to share those directly if requested by Arm.

We recognize the challenges some suppliers may face in disclosing and reducing GHG emissions and we're committed to working with suppliers. Additional details, including specific requirements for data disclosure, and/or targets, and achievement of planned reductions will be set forth in relevant contracts or other written communication sent by Arm.

A.6.2. Pollution prevention and resource conservation

Suppliers must ensure their operations comply with all laws related to pollution, including air emissions, water discharges, hazardous substances, and solid waste disposal.

Suppliers must maintain sufficient knowledge of input materials and components to ensure they were obtained from permissible sources, in compliance with laws and regulations. Suppliers will manage and control all operations to comply with applicable laws and regulations in an environmentally-responsible and secure way.

Emissions and discharges of pollutants and generation of waste, including wastewater, shall be minimized or eliminated at the source or by practices such as adding pollution control equipment; modifying production, maintenance, and facility processes; or by other means. The use of natural resources shall be conserved by practices such as modifying production, maintenance and facility processes, materials substitution, re-use, conservation, recycling, or other means.

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A.7. Security, data protection, confidential information, and intellectual property

Suppliers will comply with all applicable laws, regulations, and compliance requirements concerning security and data protection.

Any information, personal data, technology, know how or intellectual property (IP) that suppliers receive, or have access to, through dealings with Arm must be kept confidential and never used for personal gain or outside of the permitted scope. This includes commercial, technical, and financial information. Appropriate non-disclosure or confidentiality agreements are and will continue to be used to formalize the process of protecting proprietary information. Suppliers should refer to the contractual terms of business or supply agreement(s) with Arm or existing non-disclosure agreements for details on obligations relating to proprietary and confidential information.

Where AI is used, suppliers should follow the OECD AI Principles and follow all applicable laws. Suppliers may not use the Arm trademark, images, or other materials unless explicitly authorized.

Suppliers shall commit to protecting the reasonable privacy expectations of personal information of everyone they do business with, including suppliers, customers, consumers, and employees.

Suppliers shall have an ongoing process to create and maintain documents and record to ensure regulatory compliance, enable audit where appropriate, and conformity to the Code and the contractual terms of any agreement(s) with Arm.

Suppliers shall conduct themselves and their services while on Arm property or in Arm's network in a secure manner, consistent with Arm's security policies and standards. Supplier shall ensure that its business practices are consistent with sound, industry standard security practices.

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A.8. Raising concerns

At Arm, we operate with the highest ethical standards and we rely on our people and business partners to act responsibly and speak up if they witness behavior that goes against our Core Beliefs or Supplier Code of Conduct. We prohibit retaliation against those who report misconduct, raise a concern, or participate in an investigation in good faith.

Suppliers shall provide an anonymous, impartial, and confidential method for all employees and their supply chains to raise concerns to senior-level management without fear of retaliation. Grievances and the progress of their resolution shall be tracked and recorded. Grievance channels shall be accessible and culturally appropriate. Suppliers shall review these reporting procedures periodically. Workers and/or their representatives shall be able to openly communicate and share ideas and concerns with management regarding working conditions and management practices without fear of discrimination, reprisal, intimidation, or harassment.

You have a responsibility to identify and report in good faith any concerns or violations of the Code. Suppliers and Arm will discuss any questions or potential violations in relation to this Code in a prompt, open, and respectful manner.

Where concerns are raised, suppliers are expected to record issues raised, investigate as appropriate, and if required, take action. Where evidence of actions taken is not sufficient, Arm may require suppliers to implement an improvement plan and take appropriate corrective actions. Suppliers are expected to work collaboratively with Arm to investigate, address, and resolve any actual or potential non-conformance with this Code.

In addition, suppliers may also report violations of this Code to the **Arm Raise a Concern Helpline**:

In the United Kingdom: 0-808-189-1053
In the United States: +1-800-461 9330
In France: 0805-080339

In other countries: please click here for local numbers.

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