KIDO INDUSTRIAL CO., LTD. · BUSINESS PARTNER AGREEMENT

Agreement on Ethical Management and Shared Growth

(Ethical Standards for Business Partners)

KIDO Industrial Co., Ltd. ("KIDO") practices ethical management based on the fundamental values of honesty, fairness and mutual respect. In order to establish a transparent and fair business order together with all domestic and overseas business partners of KIDO ("Business Partners") and to achieve sustainable shared growth based on trust, KIDO sets out below the matters to be observed by Business Partners and KIDO's own commitments.

Chapter 1 General Provisions

Article 1 (Purpose)

The purpose of this Agreement is to establish a sound business culture and contribute to mutual development by setting out the basic matters on ethical management, fair trade, human rights, safety, the environment and shared growth to be observed in all transactions between KIDO and its Business Partners.

Article 2 (Definitions)

The terms used in this Agreement are defined as follows:

1. "Business Partner" means any domestic or overseas corporation, organization or individual that has, or intends to have, a business relationship with KIDO, including suppliers of materials, goods, equipment and services, and customers that purchase products from KIDO or place production orders with KIDO.
2. "Employees" means the officers, employees and agents of KIDO or of a Business Partner.
3. "Money or Valuables" means cash, securities, gift certificates, gifts, entertainment and hospitality, transportation, accommodation and other conveniences, and any other tangible or intangible economic benefit.
4. "Sub-supplier" means any subcontractor, outsourced processor or supplier of materials used by a Business Partner to perform its transactions with KIDO.

Article 3 (Scope)

(1) This Agreement applies to all contracts, orders and transactions between KIDO and its Business Partners.

(2) This Agreement also applies to Business Partners transacting with KIDO's domestic and overseas subsidiaries (including overseas entities).

(3) Business Partners shall endeavor to ensure that not only their own employees but also their Sub-suppliers (subcontractors, outsourced processors, etc.) working on KIDO-related business comply with this Agreement.

Article 4 (Basic Principles)

(1) KIDO and its Business Partners shall comply with the relevant laws of the Republic of Korea and of the countries where their facilities are located, as well as sound commercial practices.

(2) Where this Agreement differs from an individual contract, the individual contract shall prevail; however, with respect to ethics, human rights and safety, the stricter standard shall apply.

(3) Where KIDO passes on to a Business Partner the requirements of KIDO's customers (brands or buyers), the Business Partner shall also comply with those requirements.

Chapter 2 Ethical Management and Fair Trade

Article 5 (Prohibition of Offering Money or Valuables)

(1) In connection with any transaction, Business Partners shall not, directly or through a third party, do any of the following to KIDO's Employees or their family members:

1. Offer cash, gift certificates, securities, gifts or other Money or Valuables, regardless of the amount or whether anything is expected in return;
2. Provide meals, drinks, golf or other entertainment and hospitality beyond a customary level;
3. Provide transportation, accommodation, travel, event sponsorship or other conveniences;
4. Engage in private dealings such as lending money, providing guarantees or selling assets at unduly low prices; or
5. Provide any other economic benefit that undermines the fair performance of duties.

(2) The following shall not be deemed Money or Valuables under Paragraph (1):

1. Souvenirs of customary value uniformly provided to all participants at an official event hosted by the Business Partner; and
2. Simple meals of a customary level provided for the purpose of smooth business discussions.

(3) Business Partners shall refuse any request for Money or Valuables or any other improper request from KIDO's Employees, and may report it to the Audit Committee or other channels available on KIDO's website.

Article 6 (Anti-Corruption)

(1) Business Partners shall comply with domestic and international anti-corruption laws.

(2) In the course of transactions with KIDO, Business Partners shall not give or promise money or gifts to customs officers or other public officials in return for favorable treatment.

Article 7 (Prevention of Conflicts of Interest)

(1) If an Employee of KIDO or his or her family member is a shareholder or Employee of a Business Partner or has an economic interest in a Business Partner, the Business Partner shall notify KIDO in advance.

(2) Business Partners shall not make improper requests by exploiting the position or influence of KIDO's Employees.

Article 8 (Transparent Transactions)

(1) Business Partners shall accurately record transactions with KIDO based on facts and keep related records in accordance with the relevant laws.

(2) Business Partners shall not distort transactions by issuing false or inflated invoices, entering into double contracts, paying kickbacks or the like.

(3) Payments shall be made and received only through accounts in the name of the contracting party, and a Business Partner wishing to change its bank account for receiving payments shall notify KIDO in writing signed by its representative.

Article 9 (Fair Competition)

(1) Business Partners shall not collude with other businesses in tenders or quotations, nor submit false materials.

(2) Business Partners shall not unlawfully obtain or use the trade secrets of competitors.

Chapter 3 Human Rights, Labor, Health and Safety

Article 10 (Respect for Human Rights and Working Conditions)

Business Partners shall respect the human rights of workers and observe the following:

1. Not use forced labor or human trafficking;
2. Not employ children below the minimum employment age prescribed by the relevant laws;
3. Comply with laws on working conditions, including working hours, holidays, wages and social insurance;
4. Not unfairly discriminate against workers on the basis of gender, nationality, religion, disability or the like;
5. Not engage in verbal abuse, assault, sexual harassment or any other conduct that violates workers' dignity; and
6. Respect workers' freedom of association in accordance with the relevant laws.

Article 11 (Health and Safety)

(1) Business Partners shall comply with occupational health and safety laws and provide a safe and hygienic working environment by identifying and improving workplace hazards.

(2) Business Partners shall maintain equipment and response systems for fire and other emergencies.

(3) Business Partners shall promptly notify KIDO of any accident that may materially affect their transactions with KIDO.

Chapter 4 Environment and Quality

Article 12 (Environmental Protection)

(1) Business Partners shall comply with environmental laws and obtain and maintain all necessary permits.

(2) Business Partners shall lawfully treat pollutants and waste and endeavor to reduce their environmental impact by saving energy and resources.

Article 13 (Quality and Product Safety)

(1) Business Partners shall supply products and materials that meet the quality and safety standards set out in the contract and the regulations on hazardous substances.

(2) Business Partners shall not falsify test reports or other quality documents, nor falsely indicate the origin of goods.

Chapter 5 Information Protection and Intellectual Property

Article 14 (Confidentiality)

(1) Business Partners shall not disclose to any third party, or use for any purpose other than the transaction, any trade secrets of KIDO or its customers obtained in the course of business, such as designs, samples, specifications, prices and production plans, without prior written consent.

(2) Business Partners shall protect personal information obtained in the course of business in accordance with the relevant laws.

(3) The obligations under this Article shall survive the termination of the business relationship.

Article 15 (Protection of Intellectual Property)

(1) Business Partners shall not infringe the intellectual property rights of KIDO or any third party.

(2) Business Partners shall not sell or remove products, materials, or surplus or defective goods bearing the trademarks or designs of KIDO's customers without KIDO's prior approval.

Chapter 6 Supply Chain Management

Article 16 (Restriction on Subcontracting)

(1) Business Partners shall not subcontract any production or work entrusted by KIDO to a third party without KIDO's prior approval.

(2) Business Partners shall manage their Sub-suppliers so that they comply with the key contents of this Agreement.

Article 17 (Verification of Compliance)

(1) Where necessary to verify compliance with this Agreement, KIDO may request relevant materials from a Business Partner or visit its facilities after prior consultation, and the Business Partner shall cooperate in good faith.

(2) If any matter requiring improvement is identified, the Business Partner shall improve it within the period agreed with KIDO.

Chapter 7 Shared Growth

Article 18 (KIDO's Commitments)

KIDO respects its Business Partners as equal partners and shall observe the following:

1. Select and evaluate Business Partners according to objective and transparent criteria, without granting undue preference to or discriminating against any particular Business Partner;
2. Not unilaterally change unit prices or order quantities without justifiable reason;
3. Observe the payment dates set out in the contract;
4. Not make unjust returns or deductions, force purchases or shift costs to Business Partners;
5. Not unjustly request or use the technical data of Business Partners; and
6. Ensure that its Employees do not solicit Money or Valuables or make improper requests to Business Partners.

Article 19 (Business Partners' Shared Growth Efforts)

(1) Business Partners shall faithfully meet the quality, delivery dates and quantities agreed in the contract, and shall promptly notify KIDO if any disruption is expected.

(2) Business Partners shall also trade fairly with their own Sub-suppliers.

(3) KIDO and its Business Partners shall cooperate to enhance their mutual competitiveness through quality improvement, technical cooperation and information exchange.

Chapter 8 Measures for Violations

Article 20 (Measures for Violations)

(1) If a Business Partner violates this Agreement, KIDO may, depending on the severity of the violation, request correction, restrict new orders, suspend transactions or terminate contracts.

(2) In the event of a serious violation, such as offering Money or Valuables to KIDO's Employees or using forced or child labor, KIDO may immediately terminate the contract.

(3) Except in urgent cases, KIDO shall give the Business Partner an opportunity to explain before taking measures under Paragraphs (1) and (2).

Article 21 (Damages)

A Business Partner that causes damage to KIDO by violating this Agreement shall compensate KIDO for such damage.

Chapter 9 Miscellaneous

Article 22 (Effectiveness and Amendment)

(1) This Agreement shall take effect on the date it is posted on KIDO's website or the like, and shall also apply to ongoing transactions.

(2) KIDO may amend this Agreement to reflect changes in the relevant laws and the like, and shall post any amendment.

Article 23 (Other Matters)

Matters not provided for in this Agreement shall be governed by the relevant laws, individual contracts and commercial practice.

KIDO will pursue sustainable shared growth with its Business Partners based on trust and fairness.

November , 2026

KIDO Industrial Co., Ltd.

CEO Park Jang-hee