



BUSINESS PARTNER CODE OF CONDUCT

Allegion plc and its subsidiaries are committed to responsible business practices and living out our Core Values. Our Core Values include the following, among others:

- Do the right thing
- Be curious beyond the obvious
- Have a passion for excellence
- Be safe, be healthy

We recognize that our Business Partners, including agents, distributors, dealers, contractors, suppliers, vendors, service providers, intermediaries, joint venture partners, and others, play an important role in our overall success.

To reinforce the values and standards to which we are committed, this Allegion Code of Conduct for Business Partners ("Code") sets out the expectations and standards for doing business and applies to all Business Partners.

The highest legal, moral and ethical standards of honesty, integrity and fairness are to be practiced in the conduct of Allegion's affairs. In order to meet this standard, Allegion expects each of its Business Partners to operate and act in full compliance with this Code and all applicable laws and regulations. Allegion expects that Business Partners will hold their suppliers, customers and other third parties to the same standards, and as such this Code also applies to affiliates and subcontractors of Business Partners and to their respective facilities to the extent those facilities supply goods and services for ultimate sale to or use by Allegion. As a Company with global operations, we are committed to following the laws and regulations applicable to the locations in which we operate. Where this Code differs with local laws, we aspire to follow the higher standards unless actions required by the Code are prohibited by local law. Compliance with the Code and applicable laws are the minimum standard of conduct.

What does this Code require me to do?

The following describes the responsibilities of Business Partners transacting with Allegion. These highlight our expectations of our Business Partners, over and above any other contractual agreements such as supply, agent and distribution agreements and purchase orders. Allegion reserves the right to amend this list of responsibilities. Please contact your Allegion business contact with any questions regarding this Code and/or its applications. Business Partners are expected to adhere to the following requirements:

LABOR & HUMAN RIGHTS

Legal Requirements - Comply with all applicable national, state or regional, and local laws and regulations in the countries in which they operate.

Human rights - Must not violate basic human rights of life, liberty and security. There shall be no harsh or inhumane treatment, including any sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or verbal abuse of workers.

Non-Discrimination - Must not discriminate on the basis of race, gender, religion, ethnicity, nationality, sexual orientation, and/or political beliefs or other classifications protected by local law.

Wages and Benefits - Comply with all applicable wage and hour laws and regulations and provide legally mandated benefits.

Forced Labor - Physical Coercion - Will not use forced, bonded, indentured or slave labor.

Freedom of Association - Provide employees with the right to freely associate, organize, and bargain collectively within the legal framework of the respective country.

No Retaliation - Employ a no-retaliation policy that permits workers to speak with Allegion staff without fear of retaliation by supplier management.

Child Labor - Must not employ workers younger than the local, legally required minimum age. In the absence of local law, Business Partners shall not employ children under the age of 15 or, in those countries subject to the developing country exception of the ILO Convention 138, shall not employ workers under the age of 14.

ETHICAL BUSINESS PRACTICES

Limitations on Gifts and Gratuities - Neither accept nor give payments or gifts to Allegion directors, officers, employees, or third parties in exchange for business opportunities.

Description of Gifts

Gifts can include anything of value, including meals or entertainment, if the person providing the meal or entertainment is not in attendance.

Examples of things that can be considered gifts: Bottles of wine, products, tickets to entertainment or sporting events, lodging, services, equipment, prizes, transportation or reimbursement of travel expenses, use of vehicles or vacation homes, home improvements and discounts or favorable terms on products or services.

Any gift that an Allegion employee offers or accepts in a business relationship with employees of a commercial company (which is not a government/State Owned Entity) be valued at no more than \$50 USD and a customary business gift given in connection with a recognized local gift-giving celebration or a legitimate business event. In addition, Allegion employees may not offer or receive during any 12-month period more than one gift from the same Business Partner or persons affiliated with that Business Partner. Any reason to provide or receive a gift over \$50 US, will require prior approval from Allegion's Regional General Counsel or the Chief Compliance Officer.

In all cases of gift giving or receiving, local laws should be adhered to as they sometimes prohibit gifts of any value.

Prohibited Gifts and Entertainment

The following gifts and entertainment are prohibited from being given or received by Allegion employees:

- Anything offered, requested, or accepted that does not meet the permissible gift requirements described above,
- Anything offered, requested, or accepted as part of an understanding to obtain business advantage in return,
- Items and activities that are illegal,
- Cash and cash equivalents including gift cards, gift certificates, payment of credit card charges, loans, stock, bank checks, travelers checks, money orders, securities, investments, or negotiable instruments,
- Any gifts or entertainment during a period of competitive bidding,
- Any entertainment or gift that takes place in an adult entertainment venue,
- Any entertainment or gift that is offensive, political in nature, or otherwise violates our commitment to diversity and mutual respect, and
- Participation in any activity that would cause the person giving or receiving gifts, entertainment, or favors to violate his or her own employer's standards.

Antitrust and Competition Laws - Comply with all applicable antitrust and competition laws which prohibit agreements or actions that unreasonably restrain trade, are deceptive or misleading, or unreasonably reduce competition without providing beneficial effects to consumers. Price-fixing, bid-rigging (collusive tendering) and market/customer allocations are all strictly prohibited.

Anti-Corruption and Bribery - Under the U.S. Foreign Corrupt Practices Act and other applicable anti-corruption laws in the countries where we do business, must not give or offer "anything of value" to a foreign government official or employee of a state-owned enterprise, including gifts and hospitality. Anything of value can include bribes, kickbacks, gifts, entertainment and even contributions to a foreign government official's favorite charity.

Confidentiality - Keep all agreements and Allegion customer information confidential including, but not limited to, pricing, marketing and sales programs and allowances, and all Allegion technology and product specifications. Respect the privacy of our customers and do not share personally identifiable information belonging to our customers.

Accuracy of Business Records - All financial books and records must conform to generally accepted accounting principles. Records must be accurate, legible, and transparent.

Global Trade Compliance - Never seek to mislead or improperly or illegally avoid the payment of import duties, taxes and fees, and never engage in activities meant to evade the legal requirements of international traffic and trade. Know with whom they are dealing and must not engage in or facilitate business with entities or any other individuals specifically prohibited by law. Furthermore, be aware of, and comply with, restrictions on dealing with entities and individuals located in countries that are subject to trade embargoes or economic sanctions imposed by the United States and other countries where we do business.

Conflict of Interest - Business Partners should avoid interactions with Allegion employees that might conflict, or appear to conflict, with that employee acting in the best interests of Allegion. If a Business Partner is a family member or has any other business relationship with an Allegion employee that might represent a conflict of interest, this should be disclosed to the Legal Department.

HEALTH, SAFETY & ENVIRONMENT

Environment - Have an effective environmental policy and conduct their operations in a way that protects the environment. Obtain and keep current all required environmental permits and meet all applicable environmental rules, regulations and laws in the countries where they do business

Health and Safety - Provide a safe work environment and conduct themselves in a manner consistent with all applicable safety standards, including governmental requirements, operations- and facility-specific safety requirements, and contractual requirements. Identify and respond to any public health impacts of their operations and use of their products and services

GENERAL DATA PROTECTION REGULATION (GDPR)

Your interactions with the Allegion plc group of companies, affiliates and subsidiaries (collectively "Allegion") means that you may have access to, store, transmit or otherwise process personal data pertaining to Allegion's employees, contractors, suppliers, customers and end users (collectively, "Allegion Personal Data"). You agree that with regard to all such Allegion Personal Data: Business Partners agree that with regard to all such Allegion Personal Data:

- You will process Allegion Personal Data only on Allegion's prior, written instructions;
- You will implement appropriate technical and organizational measures in such a manner that your processing will meet the requirements of all applicable law, including, without limitation, the GDPR and all cross-border data transfer requirements, and ensure the protection of the rights of the data subject, including, without limitation, you will take all measures and comply with the requirements for the supplier, processor and data importer described in the "Terms and Conditions for Allegion Data Processing and Transfer" document;
- You will not engage another processor (a "subprocessor") without prior specific or general written authorization of Allegion and provide Allegion with a right to object in all cases;
- With regard to any subprocessors of yours that process Allegion Personal Data, you must bind all such subprocessors to equivalent data protection obligations and you are fully liable to Allegion for the performance of each subprocessor's obligations;
- The subject matter, location, duration, nature, purpose, types of Allegion Personal Data and categories of data subjects pertaining to your processing of Allegion Personal Data is set forth in the written instructions that have been provided to you by Allegion, the "Terms and Conditions for Allegion Data Processing and Transfer" document and/or terms and conditions that you have agreed to with Allegion;
- You will ensure that persons authorized to process the personal data have committed themselves to confidentiality;
- You will take all measures required pursuant to Article 32 of GDPR and all country-specific information security requirements, including, without limitation, those described in the "Terms and Conditions for Allegion Data Processing and Transfer" document;
- To the extent your processing of Allegion Personal Data occurs outside of the EU, you agree to comply with all requirements applicable to the data importer/data processor set forth in the EU and Swiss Standard

Contractual Clauses, which are included within the "Terms and Conditions for Allegion Data Processing and Transfer" document;

- To the extent your processing of Allegion Personal Data pertains to German residents or citizens or occurs in Germany you agree to comply with the companion agreement terms applicable to the data processor, which are included within the "Terms and Conditions for Allegion Data Processing and Transfer" document;
- Taking into account the nature of the processing, you will assist Allegion by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Allegion's obligations to data subjects;
- You will assist Allegion in ensuring compliance with the obligations pursuant to [Articles 32](#) to 36 taking into account the nature of processing and the information available to you, including you agree to notify Allegion of all Personal Data Breaches pertaining to or affecting Allegion Personal Data without undue delay;
- You will, at our choice, delete or return all Allegion Personal Data to Allegion after the end of the provision of services relating to processing, and delete existing copies unless Union or Member State law requires storage of the Allegion Personal Data;
- You will make available to Allegion all information necessary to demonstrate compliance with your obligations to Allegion and allow for and contribute to audits, including inspections, conducted by Allegion or another auditor mandated by Allegion. You will immediately inform Allegion if, in your opinion, an Allegion instruction infringes law.

MANAGEMENT SYSTEMS

Business Partners shall adopt or establish a management system that supports the content of this Code. They will have a training program that achieves an appropriate level of knowledge and skills to address Allegion expectations and develop appropriate business continuity plans. They will also hold their suppliers, contractors, and distributors to these same standards.

ALLEGION'S COMMITMENT TO BUSINESS PARTNERS

Allegion's relationships with its Business Partners must be characterized by honesty and fairness. We are guided by the following standards of behavior:

-We will not make payments to any employees of Business Partners to attain lower prices or additional business.

-We will not reveal a Business Partner's pricing, technology or other information identified as confidential without prior written permission.

-We will not make false or misleading remarks to others about Business Partners or their products or services.

-We will take all steps to protect your data and privacy and demonstrate compliance with GDPR regulations.

Allegion reserves the right to assess conformance to these requirements and will expect our Business Partners to correct non-conformance issues identified during assessments. Upon request, Business Partners will provide Allegion with information to enable it to assess conformance with the Code. We want to work with our Business Partners to improve conditions. If a Business Partner refuses or is unable to correct the non-conformance to our satisfaction, we may terminate the relationship as a last resort.

What can I do if I need help or want to report a concern?

Allegion has many resources available to guide you in ethical and compliance situations. Third party contacts wishing to seek guidance or to report concerns may do so by discussing the issue with Allegion by sending an email to ethicsandcompliance@allegion.com.

Internet

Submit a report through the internet at www.allegion.com/helpline.

Mail

11819 N. Pennsylvania Street, Attention: Chief Compliance Officer, Carmel, Indiana 46032 USA

Telephone

If you would like to report an ethics or compliance concern to our independent Ethics HelpLine, you can do so by telephone or online by following the instructions below. Please use the number for the country you are calling from, not the country where the incident occurred.

Country	Helpline number
Australia	1.800.763.983
Austria	800.281119
Belgium	0800.260.39
Canada	1.800.235.6302 and 800 461 9330
China	400-120-3062
Denmark	8082.0058
France	805.080339
Germany	0800.181.2396
Hong Kong	800.906.069
India	000 800 100 4175, (+91)-3371279005 and 000 800 100 3428
Ireland	1800-904-177
Italy	800.727.406
Korea, Republic of (South Korea)	080 880 0476
Luxembourg	800-27-311
Mexico	800.681.6945 and 001 866 376 0139
Netherlands	0.800.022.0441
New Zealand	800.002341
Panama	(800)-2066 and 001 800 204 9188
Poland	00.800.141.0213 and 00 800 111 3819
Qatar	00800.100.801
Russian Federation	8 800 100 9615
Singapore	800.852.3912
Spain	900.905460
Sweden	020.889.823
Switzerland	0800.838.835
Thailand	1.800.012.657
United Arab Emirates	8000.3570.3169
United Kingdom	0-(808)-189-1053
United States (includes US Virgin Islands, Puerto Rico, and Guam)	800 461 9330