

AVEPOINT, INC.

SUPPLIER CODE OF CONDUCT

Last Reviewed and Approved: December 11, 2024

AvePoint, Inc., a Delaware corporation (collectively with its subsidiaries, the “*Company*”) is committed to conducting business with integrity, transparency, and responsibility. The Company's reputation for honesty and integrity is essential to the success of its business. The Company's business practices comply with the laws of all jurisdictions in which it operates, and that honesty, integrity, and accountability characterize its business activity. At its core, the Company conducts its business ethically and honestly and expects all its suppliers to do the same.

This Supplier Code of Conduct (this “*Supplier Code*”) outlines the principles and policies the Company has for its contractors, subcontractors, vendors, suppliers, partners and others through whom it conducts business (collectively, “*Suppliers*”) to ensure a shared commitment to ethical, social, and environmental responsibility throughout its supply chain.

Suppliers are expected to read this Supplier Code thoroughly and carefully. In addition to following this Supplier Code in all aspects of your business activities with the Company, you are expected to seek guidance from the Company in any situation where there is a question regarding compliance issues, whether with the letter or the spirit of the Company's policies and applicable laws.

While this Supplier Code sets forth general principles of conduct and ethics, it is intended to work in conjunction with the specific policies and procedures that are covered in the Company's compliance manuals or in separate specific policy statements which can be found on AvePoint's website at [AvePoint - Governance - Corporate Governance](#). You should refer to those policies and procedures for more detail in the specified context. If a situation arises where it is difficult to determine the proper course of action, suppliers are expected to seek advice and consultation from the Company's corporate compliance team.

Nothing in this Supplier Code prohibits you from reporting possible violations of federal law or regulation to any governmental agency or entity, including but not limited to, the Department of Justice (the “*DOJ*”), the Securities and Exchange Commission (the “*SEC*”), the United States Congress, and any agency Inspector General, or making other disclosures that are protected under the whistleblower provisions of federal law or regulation. You do not need the prior authorization from the Company to make any such reports or disclosures, and you are not required to notify the Company that you have made such reports or disclosures.

Any supplier who fails to comply with this Supplier Code or otherwise violates a provision in this Supplier Code, an applicable contract, or engages in illegal or improper behavior, will be subject to corrective action, up to and including termination of the business relationship. In appropriate cases, corrective action may also include referral of a matter to a regulator or law enforcement. Violations of this Supplier Code may also constitute violations of law and may result in civil or criminal penalties for the supplier, its employees, or its representatives.

The Company's Board of Directors (the "**Board**"), through its Nominating and Corporate Governance Committee, will determine, or designate appropriate persons to determine, appropriate actions to be taken in the event of a violation of this Supplier Code in relation to its executive officers and directors. It may also result in the reduction or elimination entirely of any compensation awards. In determining what action is appropriate in a particular case, the Board or its designee will consider the nature and severity of the violation, whether the violation was a single occurrence or repeated occurrence, whether the violation was intentional or inadvertent, whether the supplier had been advised prior to the violation as to the proper course of action, and whether the supplier had committed other violations in the past. AvePoint's Chief Legal and Compliance Officer will determine appropriate actions to be taken in the event of a violation of this Supplier Code in relation to all other suppliers.

Expected Supplier Principles

1. Integrity and Compliance with Laws.

Anti-Corruption.

Suppliers must not permit or engage in any form of corruption, extortion, or bribery – whether they are working with government officials or solely in the private sector. Suppliers must not offer, give, or authorize any gift, loan, fee, reward, bribe, or other advantage to any customer, government official, government employee, or AvePoint employee to improperly influence any action or decision. Suppliers must follow applicable international anti-corruption laws, including the U.S. Foreign Corrupt Practices Act ("FCPA"), the UK Bribery Act, and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

Fair Competition.

While AvePoint competes vigorously in all of its business activities, we are committed to dealing fairly with our customers and competitors. Suppliers must never propose, discuss, exchange information regarding, or enter into an understanding or agreement, with any competitor concerning:

- a. Costs, prices, discounts or other terms or conditions of sale;
- b. Profits or profit margins;
- c. Allocation of product, customers, markets, or territories;
- d. Limitations on production or supply;
- e. Boycotts of customers or suppliers; or
- f. Bids or the intent to bid.

Honest and Accurate Dealings.

Suppliers must not make any false representations in connection with any AvePoint transaction including, but not limited to, oral misrepresentations of fact or the promotion or utilization of false documentation such as non-genuine customer purchase orders, fraudulent or forged contracts, forged letters of destruction or any other false or inaccurate records.

Conflicts of Interest.

Suppliers must avoid activities that create or appear to create actual or potential conflicts of interest between their own interests and the interests of AvePoint. Suppliers must not offer or provide gifts or excessive hospitality or entertainment to any AvePoint employee or customer or their families

to obtain or retain business or to influence a decision. AvePoint employees and their family members may not hold any significant economic interest in any entity that does business with AvePoint, and Suppliers are required to avoid such relationships with AvePoint employees. Suppliers may not engage in reselling to a government customer when the business partner has already provided consulting services to the government customer advising on the procurement of services that AvePoint provides. Suppliers must proactively raise actual or potential conflicts of interest with AvePoint so that the situation can be evaluated and addressed appropriately.

Export Controls.

U.S. and international trade laws control (a) where AvePoint may send or receive its products and services, and (b) to whom AvePoint may sell its products and services. AvePoint Suppliers must strictly comply with applicable international trade laws and regulations.

Intellectual Property and Confidential Information.

Suppliers may only use AvePoint's intellectual property, such as trade secret information, copyrights, patents and trademarks, in a manner permitted under their contract with AvePoint and may not misappropriate or infringe the intellectual property rights of others. Suppliers must not misuse any trade secrets or proprietary or confidential information of AvePoint or of others for their own purposes or disclose such information to unauthorized third parties. Suppliers must notify AvePoint if they become aware of any unauthorized use of the AvePoint intellectual property.

2. Environmental Standards

Suppliers are expected to have a systematic approach to managing environmental risks.

Conservation of Resources.

AvePoint encourages its Suppliers to proactively take steps to reduce waste whenever practicable, including increasing recycling of materials, avoiding the use of unnecessary packing materials, and conserving scarce resources.

3. Labor Standards

AvePoint Suppliers and their sub-suppliers must only engage in labor practices that comply with applicable laws, including anti-human trafficking laws.

Freely Chosen Employment.

Suppliers and their suppliers must not use forced, bonded, or indentured labor or involuntary prison labor. Suppliers must only utilize labor where the individuals performing such labor have freely chosen such employment – their workforce must not be a result of slavery or the trafficking of persons. Suppliers and their sub-suppliers should not transport, harbor, or recruit vulnerable persons by means of threat, force, coercion, abduction, or fraud.

Labor Conditions.

Suppliers must:

- a. NOT engage in child labor (the term “child” refers to any person under the minimum legal age for employment where the work is performed);

- b. Pay applicable legal wages and enable employees to work hours that comply with local laws;
- c. Comply with applicable safety and health laws, regulations, policies, and procedures and provide working conditions that meet local health and safety standards; and
- d. Validate and review all relevant documentation prior to employment of a worker to ensure that all employees have the legal right to work in their location.

Diversity and Non-Discrimination.

Suppliers must not unlawfully discriminate in employment opportunities or practices on the basis of gender, race, color, religion, age, citizenship, sexual orientation, gender identity, gender expression, marital status, pregnancy, national origin, ancestry, physical or mental disability or condition, or any other protected class under applicable laws.

Freedom from Harassment.

Suppliers must never allow harassment, bullying, or physical punishment in the workplace. This would include any conduct that may foster an offensive or hostile work environment, such as unwelcome or unsolicited sexual advances, threats of physical harm or violent behavior, or use of discriminatory slurs or inappropriate remarks or jokes.

4. Compliance with Company Policies

It shall be the responsibility of the Supplier to review and comply with all applicable Company policies and procedures including those contained in the Company's Code of Ethics and Business Conduct.

Monitoring.

AvePoint may audit compliance with this Supplier Code or appoint a third party to conduct an audit. Any violations will be reported to the Supplier's management for their attention and, if appropriate, corrective action. It is the intention of AvePoint to terminate its relationship with any business partner who does not comply with this Supplier Code or, upon discovery of noncompliance, does not commit to a specific plan to achieve compliance. In addition, violations may be reported to the law enforcement authorities when appropriate.

Reporting Violations:

Suppliers are required to promptly report any violations of this Supplier Code of Conduct. Reports may be submitted anonymously (i) to the AvePoint Anonymous Reporting Hotline at (A) <https://www.lighthouse-services.com/avepoint> or (B) the applicable phone numbers, URLs, fax number, or app details set forth in Exhibit A hereto, (ii) to the AvePoint Anonymous Reporting Email at reports@lighthouse-services.com or (iii) by delivering the report via regular mail to the Company's Compliance Officer Riverfront Plaza, West Tower 901 East Byrd Street, Suite 900 Richmond, VA 23219. Complaints delivered by regular mail to the Company's Compliance Officer should be marked "Private and Strictly Confidential – To be opened only by addressee". The Company will investigate reported violations and take appropriate actions, which may include termination of the Supplier relationship.

Adherence to this Supplier Code of Conduct is a fundamental expectation for all Suppliers working with the Company. All Suppliers are required to complete a certification of acceptance of this Supplier Code of Conduct.

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CERTIFICATION

To: **AVEPOINT, INC.**

I, _____, have received and read a copy of the **AVEPOINT, INC.** Supplier Code of Conduct (the “*Supplier Code*”). I hereby agree to comply with the specific requirements of the Supplier Code in all respects during my business relationship with **AVEPOINT, INC.** (or a subsidiary thereof). I understand that this Supplier Code constitutes a material term of my business relationship with **AVEPOINT, INC.** (or a subsidiary thereof) and that my failure to comply in all respects with the Supplier Code is a basis for termination of my business relationship with **AVEPOINT, INC.** (or a subsidiary thereof).

(Signature)

(Name)

(Date)