Supplier Code of Conduct

April 2022

ABOUT MEDIQ

At Mediq, our purpose is to help people with chronic illness live better lives and to support the professionals who care for them. Everyone at Mediq is committed to delivering high-quality medical products, solutions and services that resonate with patients and prescribers. Solutions that help people to self-manage their chronic disease at home and that help healthcare professionals provide the best possible care. Contributing to our customers' health and wellbeing is at the heart of everything we do.

We do this with a ***caring heart***, ***customer drive*** and ***champion spirit***. These values are at the heart of everything we do. They are embodied with pride by our colleagues, our teams across Europe. The head office is located just outside Utrecht, the Netherlands. We have more than 2,600 employees and we are committed to improving healthcare outcomes and the affordability of care.

THIS SUPPLIER CODE OF CONDUCT

Mediq is committed to high standards of Corporate Social Responsibility. Our Supplier Code of Conduct embodies the company's core values and outlines the requirements that we have for our suppliers.

Suppliers are responsible to actively communicate the content of this Code of Conduct to their workers as well as their suppliers. Suppliers are expected to accept and comply to the law and this code at all times. In circumstances not covered by the code, the principles underlying the code must apply. Suppliers must - at a minimum - require its suppliers (our second tier suppliers) to acknowledge and implement corresponding "code of conduct" requirements.

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1. Labor and Human rights

The supplier supports and complies with the United Nations Universal Declaration of Human Rights (1948). The supplier upholds the spirit of the Universal Declaration of Human Rights in respecting the rights of its employees, the communities in which the supplier operates and those with whom the supplier does business. The supplier seeks to work only with other suppliers that uphold the same values. The supplier must ensure that it does not participate, directly or indirectly, in violations of human rights. This also includes situations when the supplier fails to pose questions on violations of human rights or benefits from violations that are carried out by a third party. The supplier must have routines in place to evaluate risks of participating in violations of human rights through its operations.

1.1 FREEDOM OF ASSOCIATION AND PROTECTION OF THE RIGHT TO COLLECTIVE BARGAINING (ILO CONVENTIONS 87, 98, 135, AND 154)

Freedom of association and collective bargaining refers to formalized and/or non-formalized forms of cooperation, in order to support and defend employees' interests at the workplace, and in the relationship between employers and employees. The supplier is expected to recognize and respect the rights of employees (and employers) to organize, to join organizations in which they themselves choose to participate, as well as the right to collective bargaining. In countries where freedom of association is limited or under development, the supplier must support instances where employees may meet management in order to discuss wage and labor conditions without the risk of negative sanctions. Workers' representatives shall not be discriminated and shall have access to carry out their representative functions in the workplace.

1.2 FORCED LABOR IS PROHIBITED (ILO CONVENTIONS 29 AND 105)

Forced labor refers to labor or services demanded under the menace of any penalty and for which the said person has not offered himself voluntarily. Forced labor, including slave labor, bonded labor or involuntary prison labor must not take place. Workers shall not be required to lodge deposits or identity papers with their employer. All labor must be voluntary, and the employees must have the right to terminate employment following a reasonable term of notice.

1.3 CHILD LABOR IS PROHIBITED (UN CONVENTION ON THE RIGHTS OF THE CHILD ARTICLE 32, ILO CONVENTIONS NOS. 138, 182 AND 79, AND ILO RECOMMENDATION NO. 146)

Child labor refers to all activity in the workplace which is carried out by a person of compulsory school age, or younger. No employee may be under the age of 15 (or 14 if national legislation allows for this), or younger than the minimum age of employment (if this age exceeds 15 years). There shall be no recruitment of child labor defined as any work performed by a child younger than the age(s) specified above. Youth between the ages of 15 and 18 may work with non-hazardous operations, under the precondition that they have reached the legal age of employment and have completed compulsory national education. So, no person under the age of 18 shall be engaged in labour that is hazardous to their health, safety or morals, including night work. If a worker is below 18 and has not concluded compulsory education, their working schedule should allow for time to attend classes. Policies and procedures for remediation of child labour prohibited by ILO conventions no. 138 and 182, shall be established, documented, and communicated to personnel and other interested parties.

1.4 EQUAL REMUNERATION CONVENTION AND WORKING HOURS (ILO CONVENTION NOS. 131, 1 AND 14)

Wages must be paid directly and completely to the employee within the agreed timeframe. The supplier must support the payment of living wages to employees, and under no circumstances support the payment of less than the national or locally specified minimum wage. Overtime must be compensated, limited and voluntary. Recommended maximum overtime is 12 hours per week, i.e. that the total working week including overtime shall not exceed 60 hours. Exceptions to this are accepted when regulated by a collective bargaining agreement or other arrangements with (senior) leaders. Employees must have at least one day of rest per week. Working hours must not exceed legal limits and benchmark industry standards, and not more than prevailing international standards. Weekly working hours should not on a regular basis be more than 48 hours. Leave, including vacation, holidays, sick leave and parental leave must be compensated in accordance with national legislation. All workers shall be provided with a written and comprehensible contract outlining their wage conditions and method of payments before entering employment. Deductions from wages as a disciplinary measure shall not be permitted.

1.5 DISCRIMINATION AND HARASSMENT IS PROHIBITED (ILO CONVENTIONS NOS. 100 AND 111, THE UN CONVENTION ON DISCRIMINATION AGAINST WOMEN, UN CONVENTION ON CIVIL AND POLITICAL RIGHTS, ART. 7)

Discrimination refers to any distinction, which is not based on the merits or qualities of a particular job, but involves differential treatment based upon biased grounds. Mediq and its suppliers must support diversity and equal opportunities in employment for everybody. Discrimination on the basis of gender, age, race, color, sex, marital status, pregnancy, religion, social or ethnic origin, nationality, physical ability, political opinion, union membership or sexual orientation may not take place. Harassment refers to instances when employees are subject to harsh or inhuman treatment, including sexual harassment, offensive language or jokes, racial, ethnic, gender or religious slurs, degrading comments, intimidating or threatening behavior, or other forms of psychological or physical punishment. Harassment is prohibited. Measures shall be established to protect workers from sexually intrusive, threatening, insulting or exploitative behavior, and from discrimination or termination of employment on unjustifiable grounds, e.g. marriage, pregnancy, parenthood or HIV status.

1.6 . REGULAR EMPLOYMENT (ILO CONVENTION NO. 95, 158, 175, 177 AND 181)

Obligations to employees under international conventions, national law and regulations concerning regular employment shall not be avoided through the use of short term contracting (such as contract labour, casual labour or day labour), sub-contractors or other labour relationships. All workers are entitled to a contract of employment in a language they understand. The duration and content of apprenticeship programmes shall be clearly defined.

2. Ethics

Business will be conducted with integrity. Mediq and the supplier act in good faith, responsibly, competently, carefully, and with respect for the environment and society.

2.1 GIFTS AND BUSINESS HOSPITALITY

There will be no payments, services, gifts or other advantages offered or given to any Mediq employee or third party which are intended to influence the way in which the Mediq employee or third party goes about his or her duties. Similarly Mediq will not offer or give such payments, services, gifts or other advantages to any supplier which are intended to influence the way in which the supplier goes about his or her duties. There will be no actual or attempted money laundering.

2.2 CONFLICTS OF INTEREST

Mediq and its suppliers must avoid situations in which their personal interests could conflict, or even appear to conflict, with the interests of the other party. Conflicts of interest arise when an individual's position or responsibilities present an opportunity for personal gain of profit separate and apart from that individual's earnings from the company or where the employee's interests are otherwise inconsistent with the interests of the Company. Among others outside employment or personal financial interests have a great potential for conflicts of interest. If the employee knows, or reasonably should know, that a personal interest may be in conflict with the interests of the company, the employee must consult the company in advance.

2.3 ANTITRUST POLICY

Mediq and its suppliers are fully committed to compliance with the antitrust and competition laws, is designed to promote free and open competition in the marketplace. The antitrust law regulates i.e. routine business decisions involving prices and price-fixing, terms and conditions of sale and dealings with competitors.

2.4 ANTI-KICKBACK, BRIBERY AND CORRUPTION

Mediq prohibits bribery and corruption, in line with The United Nations Convention against Corruption. Bribery and corruption damage our business and conflict with our core beliefs regarding the right way to conduct business. None of our suppliers may accept, offer or pay a bribe, kickback or other improper payment. Our suppliers are also not allowed to accept or provide anything of value that is intended to win business, improperly influence a decision, or gain an unfair business advantage – or even appear to do so.

3. Environment

Suppliers must conduct their operations responsibly in relation to the environment and comply with local and national environmental legislation. Environmental measures must be taken into consideration throughout the production and distribution chain ranging from the production of raw material to the consumer sale. Production and extraction of raw materials for production must not contribute to the destruction of the resources and income base for marginalized populations, such as in claiming large land areas or other natural resources on which these populations are dependent. Through a structured and systematic approach, or the identification, measurement and follow-up of its environmental impact, the supplier must aim to continually improve its environmental performance and minimize the use of resources including energy and water and to minimize production of waste and emission of greenhouse gases in production and transport. Furthermore, animal welfare shall be respected. Measures should be taken to minimize any negative impact on the welfare of livestock and working animals. National and international animal welfare legislation and regulations shall be respected.

3.1 CONFLICT MINERALS

The EU Conflict Minerals Regulation (also referred to as '3TG') is applicable and in force in this supplier code of conduct. Mediq expects the supplier, where applicable, to exercise reasonable due diligence concerning its use of conflict minerals and the source of these minerals.

4. Health and Safety

In line with ILO Convention No. 155 and ILO Recommendation No. 164, Mediq and its suppliers are responsible for providing a healthy and safe work environment for their employees. In order for the working environment to be healthy, employees of Mediq's suppliers need to have access to clean toilet facilities, potable water, and any other facilities that local law prescribes. In order for the working environment to be safe, no abusive or threatening behavior is allowed (i.e. no verbal, physical or emotional harassment). Furthermore, suppliers need to prevent dangerous situations and – in case of an emergency – be able to handle the safety hazard. In case accommodations for workers are arranged by the supplier, they need to meet local housing standards, be safe, and clean. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in, the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment.

5. Privacy and Security

Mediq is a reliable partner in healthcare. As part of this, Mediq respects the right to privacy of its patients and business partners. Collection and use of personal information is important to our business. Mediq is committed to collecting and keeping only personal information that is legitimately needed to carry out our business, and to implementing measures designed to protect that information. We comply with all applicable privacy laws and every Employee is obligated to respect the right to privacy of the patient. Mediq has adopted additional policies relating to personal data protection.

Mediq also expects its suppliers to ensure their full compliancy with the European General Data Protection Regulation, other privacy and information security laws and requirements when personal data is being collected, stored, processed and shared. Our suppliers must protect and respect the personal data of everyone involved in their business, including but not limited to employees, customers, consumers and suppliers.

6. Verification

All suppliers are required to follow this “Supplier Code of Conduct” and to respond in a timely manner to Mediq’s request for information. Mediq may choose to perform compliance assessment by:

- Requesting a Supplier to sign this “Supplier Code of Conduct”;
- Sending a supplementary questionnaire (via third party) to a Supplier to gather more information about the Supplier’s work within Corporate Social Responsibility;
- Establishing with a Supplier, where necessary, a further dialogue to ensure common understanding of the Supplier Code of Conduct requirements and to evaluate compliance status;
- Performing audits, by either own or third party resources at locations where products are produced or services are provided for Mediq. Mediq or its third party nominee shall have the right, during reasonable business hours:

(i) to inspect the locations where Supplier maintains or produce inventory of Products, location from where Supplier deliver Services and locations that are otherwise used by Supplier in connection with the performance of Suppliers obligations under the Agreement;

(ii) to audit Suppliers and second tier suppliers compliance with the terms of this Agreement including but not limited to the accuracy and completeness of Suppliers Logistics Data and comparison with Automated Logistics Data, quality assurance auditing of such facilities and an on-site surveillance of the Products inventory storage and inventory tracking and to have audited by a reputable third party auditor bound to confidentiality Suppliers compliance with the accuracy and completeness of Suppliers Logistics Data and comparison with Automated Logistics Data. Such independent auditor may only report on compliance or noncompliance of such books and records Supplier shall facilitate and cooperate with respect to any such inspection in such a way as Mediq may reasonably require without undue burden of Suppliers staff. If any such inspection reveals matters that Mediq reasonably determines should be corrected by the Supplier, Mediq shall provide a list of such matters and may propose corrective action to be taken by the Supplier. Supplier shall respond within fifteen (15) days of receipt of such notification indicating the corrective action to be taken and an estimated completion date.

If Supplier does not consent to the audit or inspection or fails to provide access or information to Mediq’s satisfaction or disagrees with / declines to implement the recommended remediation or corrective action requested by Mediq, or fails to implement it, Mediq may decide to terminate relationship / agreement with this Supplier.

[Only use this signature box of the supplier code of conduct is not part of a signed agreement]

By below signature the Supplier herewith confirms to have read, understand and apply this Supplier Code of Conduct.

Supplier’s company name:

Date:

Signature:

Name:

Title: