



**TRUDELL MEDICAL**  
UK LIMITED

## **TRUDELL MEDICAL UK LIMITED SUPPLIER CODE OF CONDUCT**

### **INTRODUCTION**

Corporate integrity, responsible product sourcing, and the safety and wellbeing of employees across the global supply chain together with compliance with all relevant national and international laws, rules and regulations, including those regarding medical device manufacturing and sales, are of foremost importance to Trudell Medical UK Limited (the “**Company**” or “**TMUK**”).

This Supplier Code of Conduct (“**Supplier Code of Conduct**”) sets out our minimum standards that we expect all of our manufacturers, vendors, and other suppliers, including their respective employees, agents and subcontractors (each a “**Supplier**” and collectively “**Suppliers**”) of goods and services to meet.

### **APPLICABILITY**

The Supplier is responsible for compliance with the standards set out in this Supplier Code of Conduct (“**Standards**”) throughout its operations and throughout its entire supply chain.

The Supplier must comply with the Standards in all of its facilities and all of its operations.

The Supplier must institute suitable training measures to equip its personnel with a comprehensive understanding. If the Supplier has its own Code of Conduct that adopts substantially the same standards as the Standards, it shall suffice for the Supplier to inform its employees of the provisions of its Code of Conduct. These requirements should be appropriately cascaded through the Supplier’s supply chain and serve as key requirements in subcontractor selection.

If the Supplier is not complying with the Standards, TMUK will work with the Supplier to attempt to correct the situation. TMUK expects the Supplier to develop a corrective action plan within a reasonable grace period, to ensure its operations are aligned with the principles outlined in this document. During the implementation period, TMUK has the discretion to temporarily suspend the business relationship. If the Supplier does not develop an appropriate plan or fails to implement it, TMUK retains the right – without prejudice to any other remedies – to terminate the business relationship and any agreements that may be in place between TMUK and the Supplier.

The Supplier must undertake reasonable and risk-based efforts to ensure compliance with the Standards by all of its suppliers, vendors, agents, and subcontractors (together “**Partners**”) and their respective facilities.

Company No. 10169924 England and Wales VAT No.: 247 959 940

## LABOUR AND HUMAN RIGHTS

The Supplier must treat all employees with dignity and respect.

All labour must be voluntary. Supplier must not support or engage in any practices that constitute slavery or human trafficking in any part of its supply chain including, without limitation, any practices that constitute Modern Slavery. See **Appendix “1”** attached to and forming part of the Standards for the definition of “Modern Slavery”.

The Supplier must ensure that employees have the right to freedom of movement without delay or hindrance or the threat or imposition of any discipline, penalty, retaliation, or fine or other monetary obligation. Freedom of movement rights include each employee's right to leave the facilities without retaliation at the end of each workday, based on reasonable health and safety-related justifications, and based on any reasonable circumstances, such as personal or family emergencies.

The Supplier must allow employees to terminate their employment or work arrangement at any time.

The Supplier must not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement, or any other employment practice based on characteristics protected under the human rights legislation in effect in the jurisdictions where you operate including, without limitation, the following characteristics: nationality, age, ancestry, colour, race, ethnic origin, place of origin, religion, political conviction, disability, family status, marital status, gender identity, gender expression, record of offences unrelated to the position of the employee, sex, and/or sexual orientation.

The Supplier must not subject employees to corporal punishment, or physical, verbal, sexual, or psychological abuse or harassment. The Supplier must not condone or tolerate such behaviour by its Partners.

The Supplier must comply with all applicable local and national laws and regulations governing employment and labour conditions. This includes, but is not limited to, compliance with employment contracts, wages, benefits, working hours, overtime, fair working conditions and any other work-related conditions in the jurisdictions where it operates.

Working hours must adhere to local legal limits, ensuring that overtime is instructed only in accordance with legal provisions and with the mandatory minimum required days-off.

Employee remuneration must comply with applicable laws, meeting or exceeding legal minimums and be in line with industry standards, considering employees' skills and qualifications. If no minimum wage or salary exists, The Supplier must at least pay a wage or salary that ensures a decent existence, often referred to as living wage.

Further, the Supplier's employees involved in procurement must not demand aggressive pricing that does not consider sustainable production costs, must not give short lead times, place high-volume late orders, deliver inaccurate forecasting, make late or extended

payments, withdraw from contracts last minute, place unfair penalties for not meeting orders, particularly if they require last minute changes or provide inaccurate technical specifications.

TMUK considers Modern Slavery risks in all stages of the procurement process using supplier selection processes, audit and communication. TMUK uses key performance indicators (KPIs) including, but not limited to, governance and due diligence reviews, to assess and measure the effectiveness of our actions when identifying and addressing modern slavery practices in any part of our operations and supply chains.

## **FREEDOM OF ASSOCIATION**

The Supplier must respect employees' freedom of association as per local laws, allowing them to form trade unions or other representative bodies and join or refrain from joining them. The Supplier must not interfere with employees' representative organizations and ensure a strict non-retaliation policy, ensuring that discrimination or any adverse actions for exercising the right to freedom of association, union membership or non-membership is prohibited. Open communication channels with employees and their representatives should be established, fostering constructive dialogue.

## **HEALTH & SAFETY**

The Supplier must comply with the applicable occupational health and safety regulations and provide a safe, healthy, and sanitary working environment. Supplier shall implement general and industry-specific procedures and safeguards to prevent workplace hazards, and work-related accidents and injuries.

General and industry-specific procedures and safeguards include, without limitation, those relating to health and safety inspections, equipment maintenance, maintenance of facilities, employee training covering the hazards typically encountered in their scope of work, fire prevention, and documentation and recordkeeping.

The Supplier must provide employees adequate and appropriate personal protective equipment to protect employees against hazards typically encountered in the scope of work.

## **ENVIRONMENTAL PROTECTION AND SUSTAINABILITY**

The Company holds "Patient First" as one of its Core Values. Taking this into account, the Company expects its Suppliers to operate in a sustainable manner with environmental protection as an important part of all activities without compromising the quality or efficacy of the product or service supplied. The Company expects its Suppliers to operate in a sustainable manner with environmental protection at the core of all activities.

The Supplier must ensure ecological responsibility and environmental protection in its operations, complying with all applicable environmental laws and regulations. It is expected to strive for resource efficiency, minimize waste generation, and promote responsible resource consumption to reduce the ecological footprint of its operations and products. A continuous improvement in environmental performance shall be aspired to.

The Supplier must ensure that the goods and components that it manufactures (including the inputs that it incorporates into its goods and components) comply with all applicable environmental laws and treaties.

The Supplier shall identify, manage, and responsibly dispose waste and hazardous substances in accordance with established environmental guidelines and regulations. Additionally, the Supplier is encouraged to contribute to biodiversity conservation by avoiding activities that may harm ecosystems or endanger wildlife. If the Supplier is not already required to comply with the relevant statutory regulations, it must at least take particular account of the harmful effects of carbon dioxide emissions, deforestation as well as the bans on mercury, persistent organic pollutants (POPs) and hazardous waste in accordance with the Minamata, Stockholm and Basel Conventions when conducting its business activities.

#### **ANTI-BRIBERY/CORRUPTION, GIFTS, AND ENTERTAINMENT**

The Supplier must maintain the highest ethical standards and act with integrity in its business activities and must not engage in any type of fraudulent activity.

The Supplier must comply with all applicable anti-corruption and anti-bribery laws and regulations. The Supplier must not offer bribes, kickbacks, gifts or any other benefits to anyone to obtain an unfair or improper advantage. The Supplier must comply with the Company's anti-corruption/anti-bribery policies brought to the Supplier's attention from time to time.

The Supplier shall not offer cash, favours, gifts, meals or entertainment to Company employees.

#### **CONFLICTS OF INTEREST**

The Supplier must base business decisions solely on objective criteria, avoiding conflicts of interest that may compromise its business relationship with the Company. A conflict of interest arises when personal, social, financial, or political activities have the potential of making it difficult to perform in an objective way. The Supplier must promptly disclose any actual or potential conflicts of interest to ensure fairness and transparency.

#### **FAIR AND FREE COMPETITION**

The Supplier must embrace and promote fair and free competition, including compliance with relevant laws of countries where the Company and its Suppliers do business, such as the competition laws of Canada, the UK and the European Union or antitrust laws of the United States. Participation in anti-competitive practices is prohibited, and the Supplier is committed to avoid market power abuse or deceptive conduct. These standards ensure a competitive environment characterized by integrity and honesty.

## **MONEY LAUNDERING AND TERRORIST FINANCING**

The Supplier must uphold integrity and vigilance to prevent money laundering and terrorist financing activities. It must adhere strictly to all relevant laws and regulations, maintain accurate books and financial records, and generate reports in reasonable detail in accordance with prevailing legal requirements which accurately and fairly reflect the transactions and disposition of assets. The Supplier only engages with reputable partners involved in lawful activities funded by legitimate sources.

## **INTERNATIONAL TRADE CONTROLS**

The Supplier must comply with international trade controls, including import, export, and transit regulations regarding goods, services, and information. This encompasses adherence to sanctions, embargoes, and export restrictions, as well as fulfilling customs and foreign trade law obligations in all operating countries.

## **DUE DILIGENCE OBLIGATIONS**

The Supplier must uphold high ethical standards along its entire supply chain, analyzing it to identify and minimize risks of human rights violations and environmental damage to comply with applicable due diligence laws and regulations, such as Fighting against Forced Labour and Child Labour in Supply Chains (Canada) and the UK Modern Slavery Act 2015. Therefore, the Supplier must implement appropriate risk management mechanisms. Furthermore, the Supplier must be aware of its due diligence obligations and upon request, the Supplier shall provide information on Modern Slavery, environmental sustainability and conflict minerals compliance in products or services supplied to the Company.

## **PROTECTION OF INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIAL INFORMATION**

The Supplier must respect the Company's and third parties' intellectual property, including patents, trademarks, copyrights, trade secrets, and other proprietary information. This involves storing such information securely to prevent unauthorized access. Technology and know-how transfers will be executed in such a way as to protect intellectual property rights and customer information. The Supplier shall proactively implement robust data security measures to mitigate the risks of data breaches and potential attacks on IT systems.

All non-public information acquired during the business relationship with the Company, including technical, strategic, financial, and commercial information, must be treated as confidential and shall be protected by the Supplier against misuse, mishandling, counterfeiting, theft, fraud or improper disclosure according to applicable laws and contractual arrangement with the Company.

## **LICENSES AND REGISTRATION**

The Supplier must ensure compliance with all relevant licenses and registrations required for

its operations, keeping them current and promptly renewing or updating as required by law. The Supplier must promptly disclose any changes in licensing or registration status that may impact the ability to fulfill contractual obligations with the Company.

## **PRODUCT CONFORMITY AND SAFETY**

The Supplier shall develop, manufacture, and supply products that align with high industry standards in terms of product integrity, conformity, reliability, and safety. The Supplier must adhere to product safety and the regulatory and technical provisions applicable in both its operational jurisdiction and that of its customers. This encompasses adherence to laws governing product safety, labeling, packaging, and the use of hazardous materials. Requirements set by various regulatory agencies like the European Medicines Agency (EMA), the Food and Drug Administration (FDA) as well as the International Organization for Standardization (ISO) must be followed if applicable to the products supplied.

## **DATA PRIVACY**

The Supplier must comply with all applicable data privacy laws and regulations when handling any personal data (including any personal health data, if applicable) of the Company or its customers.

## **CYBERSECURITY**

The Supplier must protect digital information provided to the Supplier by or on behalf of the Company from unauthorized access or leaks. The Supplier must have cybersecurity programs in place to mitigate threats to its systems.

## **IDENTIFICATION OF CONCERN AND GRIEVANCE**

The Supplier shall establish and promote channels for its personnel but also other relevant third parties to report compliance concerns or violations, including those outlined in this Supplier Code of Conduct. The option for anonymous reporting should be provided to encourage open communication. Reports received must be handled confidentially, safeguarding the identity of the reporting person if known. Anti-retaliation measures must be put in place to protect the reporting person. The reporting person who in good faith raises a concern about any actual or suspected misconduct shall not be discharged, demoted, suspended, threatened, harassed or, in any manner, retaliated. The Supplier must promptly and thoroughly investigate concerns and take corrective action if necessary.

## **CONFLICT MINERALS**

The Supplier must only use ethical sourcing. Conflict minerals such as tin, tantalum, tungsten, mica or gold or raw materials such as cobalt, in the good or components it supplies to the Company that are sourced from conflict-affected and high-risk areas must comply with applicable legal requirements, such as those arising from EU 2017/821 Conflict Minerals Regulation or the Dodd-Frank Act.

## **PRODUCT QUALITY/COUNTERFEIT GOODS / PARTS**

Suppliers involved in the supply, manufacturing, packaging, re-packaging, testing, storage, and distribution of materials/products to TMUK or on behalf of TMUK will ensure compliance with applicable quality regulations and Good Manufacturing Practice (GMP) and Good Distribution Practice (GDP) requirements for the markets in which the products are manufactured, registered, and distributed, and in accordance with all necessary laws and regulations.

The Supplier must maintain processes appropriate to its goods and components to minimize the risk of introducing counterfeit parts and materials into goods or component parts supplied to the Company.

## **COMPLIANCE WITH LAWS**

The Supplier must comply with all applicable laws and regulations in the jurisdictions where it operates, including, without limitation, laws and regulations relating to all the Standards. If this Supplier Code of Conduct, or a written agreement between the Company and the Supplier, requires the Supplier to meet a higher standard than set out by applicable law or regulation, the Supplier must meet the higher standard.

The Supplier acknowledges that these Standards set out audit standards that the Company may use to determine whether the Supplier is meeting the requirements set out in this Supplier Code of Conduct. The Supplier acknowledges that the Company may verify its compliance with this Supplier Code of Conduct by way of a Supplier's self evaluation questionnaire and/or an audit by the Company (or by a third party retained by the Company) who may visit Supplier's facilities with appropriate prior notice. When doing so, the Company will adhere to applicable data protection, confidentiality and antitrust requirements.

## **COMPLIANCE AND DOCUMENTATION**

The Supplier must implement and maintain a reliable system to verify the eligibility of all employees, including age eligibility and legal status of foreign employees and implement and maintain a reliable recordkeeping system regarding the eligibility of all employees.

## **REPORTING / QUESTIONS**

Suppliers are encouraged to make a report, including concerns of actual or potential misconduct, through the Company's liaison set out below:

Audra Pontes  
Manager, Strategic Sourcing & Planning  
apontes@trudellmed.com  
1 519-515-2487  
725 Baransway Drive, London, Ontario, N5V 5G4, Canada

Questions regarding this Supplier Code of Conduct should be directed to the above-mentioned liaison person.

We encourage Suppliers to make this Supplier Code of Conduct available to its Partners.

## **UPDATES**

We reserve the right to update and make changes to this Supplier Code of Conduct from time to time.

## **SUPPLIER ACKNOWLEDGEMENT AND AGREEMENT**

The undersigned, on behalf of the Supplier:

- acknowledges receipt of this Supplier Code of Conduct;
- agrees to comply with the provisions of this Supplier Code of Conduct;
- acknowledges and agrees that the provisions of this Supplier Code of Conduct are in addition to, and do not supersede, any other provisions agreed to in writing between the Supplier and Company relating to the subject matter of this Supplier Code of Conduct; and
- acknowledges and agrees that in the event of any inconsistency or conflict between the provisions of this Supplier Code of Conduct, the provisions of any written agreement between the Supplier and the Company, and/or the provisions of any applicable law, the provisions that require the Supplier to meet the highest standard shall prevail.

Supplier's Full Name: \_\_\_\_\_

Per: \_\_\_\_\_

Authorized Signatory

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Appendix “1”

The term Modern Slavery captures a whole range of types of exploitation, many of which occur together. These include but are not limited to:

- Forced labour – Victims may be forced to work long hours for little or no pay in poor conditions under verbal or physical threats of violence to them or their families. It can happen in various industries, including construction, manufacturing, laying driveways, hospitality, food packaging, agriculture, maritime and beauty (nail bars). Often victims are housed together in one dwelling.
- Servitude – a form of slavery that traps people in forced labour within private homes, where they may be ill-treated and made to work for little or no pay and where one lacks liberty to determine one’s course of action or way of life.
- Coercion – The act of persuading someone forcefully to do something that they do not want to do.
- Criminal exploitation – This can be understood as the exploitation of a person to commit a crime, such as pick-pocketing, shop-lifting, cannabis cultivation, drug trafficking and other similar activities that are subject to penalties and imply financial gain for the trafficker.
- Human trafficking as defined in the Palermo Protocol as “the recruitment, transportation, transfer, harbouring or receipt of persons by means of threat, or use of force, coercion or deception .....to achieve the consent of a person having control over another person, for the purpose of exploitation”.
- Child Labour – Employment practices must comply with the ILO conventions and national law, whichever is stricter, relating to minimum age, child labor and employment of underage workers. Suppliers shall not employ a child under the age at which compulsory schooling ends according to the law of the place of the employment, provided that the age of employment is not less than 15 years, except where the law of the place of the employment differs in accordance with Art. 2 (4) and Art. 4-8 of Convention No. 138 of the ILO. In addition, supplier shall not engage in or accept such labour or services provided or offered to be provided by persons under the age of 18 years and that:
  - (a) are provided or offered to be provided under circumstances that are mentally, physically, socially or morally dangerous to them;

(b) interfere with their schooling by depriving them of the opportunity to attend school, obliging them to leave school prematurely or requiring them to attempt to combine school attendance with excessively long and heavy work; or

(c) constitute the worst forms of child labour as defined below (per article 3 of the Worst Forms of Child Labour Convention, 1999, adopted at Geneva on June 17, 1999):

(i) all forms of slavery or practices similar to slavery, such as the sale and trafficking of children, debt bondage and serfdom and forced or compulsory labour, including forced or compulsory recruitment of children for use in armed conflict;

(ii) the use, procuring or offering of a child for prostitution, for the production of pornography or for pornographic performances;

(iii) the use, procuring or offering of a child for illicit activities, in particular for the production and trafficking of drugs as defined in the relevant international treaties;

(iv) work which, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of children.

- Sexual exploitation – This includes but is not limited to sexual exploitation and sexual abuse, forced prostitution and the abuse of children for the production of child abuse images/videos.