

## THIRD PARTY STANDARDS OF ETHICS AND COMPLIANCE

A-dec, Inc. and its affiliated entities (“A-dec”) are committed to doing business ethically around the world. We expect third parties that we do business with (“Third Party” or “you”) to share this commitment. These Standards of Ethics and Compliance (the “Standards”) outline our expectations. As a Third Party, you must comply with these Standards and require your affiliates and any third parties you engage in connection with your relationship with A-dec to meet these or comparable standards. These Standards supplement the terms of any written agreement or other applicable terms and conditions between A-dec and you (the “Agreement”); the Agreement may include additional compliance requirements, which must also be met. You are responsible for the acts and omissions of your affiliates, your personnel and any third parties, such as subcontractors, that you engage in connection with your relationship with A-dec; you will require those parties to comply with all applicable terms of any Agreement and these Standards, and any breach by those parties of the terms of any Agreement or these Standards will be considered a breach by you.

1. **Code of Business Conduct and Ethics.** The A-dec Code of Business Conduct and Ethics (the “Code”) sets out basic principles to guide you in your dealings with A-dec and third parties you engage while conducting business related to A-dec or any Agreement. You acknowledge that you have reviewed the Code, which is available at [www.a-dec.com](http://www.a-dec.com), and understand and agree to conduct business in accordance with the principles set forth therein. If you have questions about where to locate the Code or would like us to provide you with a copy, please reach out to your A-dec business contact or [ethicsandcompliance@a-dec.com](mailto:ethicsandcompliance@a-dec.com).

2. **Compliance with Laws.** Third Party will at all times conduct business and fulfill its obligations under any Agreement in an ethical manner in compliance with all applicable laws, rules and regulations, including, but not limited to, trade sanctions, customs laws, export control laws, anti-corruption laws, government contract statutes and regulations, data protection laws, environmental laws, public health and safety laws, intellectual property laws, labor laws, and laws against slavery, human trafficking, forced labor and child labor.

3. **Anti-Bribery and Anti-Corruption Compliance.** Third Party will at all times conduct business ethically and will avoid all forms of corruption, including extortion, bribery, embezzlement, theft, fraud, anti-competitive practices, or other abuse of power to gain an advantage. Third Party represents and warrants that: (a) it is now in compliance with, and will continue to comply with, all applicable laws and regulations, including but not limited to all applicable anti-corruption laws and regulations; and (b) it will not offer, solicit or give any payments, loans, gifts, money or anything of value, directly or indirectly, (i) to or for the use or benefit of any official or employee of any government, or the agency or instrumentalities of any government (including but not limited to employees of any state-owned enterprises or organizations), (ii) to any political party or official or candidate thereof, (iii) to any other person if Third Party knows or has reason to suspect that any part of such payment, loan, gift, money or anything of value will be directly or indirectly given or paid to any such governmental official or political party or candidate or official thereof, or (iv) to any other person or entity, the payment of which would violate either the Foreign Corrupt Practices Act (“FCPA”), the United Kingdom Bribery Act (“UKBA”) or any other applicable anti-bribery or anti-corruption laws of other jurisdictions (“Applicable Anti-Corruption Laws”). Third Party will not, and is not authorized to, give or solicit gifts, hospitality or entertainment for any purpose on A-dec’s behalf. Facilitation payments, intended to expedite or ensure performance of routine government actions, are also prohibited—regardless of whether they are permitted under local country law. Third Party is expected to diligently prevent and detect corruption in its business relationships and contracts.

- If any (i) officer, (ii) director, (iii) key employee (including senior management), (iv) to the best of Third Party’s knowledge, other employee, (v) controlling shareholder, or (vi) unless Third Party is a publicly traded company, other shareholder of Third Party is now or in the future becomes a government official during the term of Third Party’s relationship with A-dec (while retaining his/her position with Third Party), Third Party will notify A-dec in writing at the time of signing these Standards or within thirty (30) days of becoming aware of such appointment.
- Third Party will ensure that its officers, directors, employees, and agents understand how to comply with the terms of this Section and with Applicable Anti-Corruption Laws.
- Third Party represents that it has adequate internal compliance procedures in place to prevent its officers, directors, employees, and any third parties, such as subcontractors, engaged by Third Party from violating applicable laws.

- Third Party will not do or omit to do anything that may cause A-dec, in A-dec's reasonable judgment, to be in breach of Applicable Anti-Corruption Laws, and will protect, indemnify and hold harmless A-dec from any and all claims, damages, liabilities, costs, fees and expenses incurred by A-dec as a result of the failure or omission of Third Party to comply with Applicable Anti-Corruption Laws.

4. **Trade Restrictions Compliance.** Third Party represents and warrants that it is now in compliance with, and will continue to comply with, all applicable export control and trade sanctions laws and regulations, including the applicable laws and regulations of the United States of America, the European Union (“EU”), and any European Member State, including as applicable the trade sanctions administered by the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”), the Council of the EU, European Member States, and U.S. anti-boycott regulations, the export controls administered by the U.S. Commerce Department’s Bureau of Industry and Security (“BIS”), the EU, and any European Member State and that, in connection with distribution of goods, it will also comply with any additional restrictions on trading partners and destinations imposed by A-dec as a matter of internal policy (“Trade Restrictions”).

- Third Party represents and warrants that neither Third Party nor any of its directors, officers, key employees (including senior management), agents, shareholders or persons who have a controlling interest in Third Party are (i) persons targeted by national, regional or multilateral trade or financial sanctions under applicable laws and regulations, including but not limited to persons designated on the OFAC List of Specially Designated Nationals and Other Blocked Persons (including terrorists and Weapons of Mass Destruction proliferators), U.S. State Department Non-proliferation Sanctions Lists, United States Department of Commerce Denied Parties List, Entity List or Unverified List, United Nations Financial Sanctions Lists, or the consolidated list of persons, groups and entities subject to EU financial sanctions maintained by the European Commission or the Consolidated List of Financial Sanctions Targets in the UK maintained by Her Majesty’s Treasury, in force from time to time, or (ii) directly or indirectly owned or controlled by or acting on behalf or at the direction of such persons (together “Restricted Persons”). Third Party will notify A-dec in writing immediately upon the occurrence of any event that might render the foregoing representations and warranties of this Clause 4 incorrect.
- Third Party will not do or omit to do anything that may cause A-dec, in A-dec's reasonable judgment, to be in breach of applicable Trade Restrictions, and will protect, indemnify and hold harmless A-dec from any and all claims, damages, liabilities, costs, fees and expenses incurred by A-dec as a result of the failure or omission of Third Party to comply with such Trade Restrictions.
- Third Party will not import, source or purchase any goods or services, in whole or in part, directly or indirectly from (a) countries or territories subject to comprehensive U.S. sanctions, which currently include (but are subject to change at any time): Crimea, Cuba, Iran, North Korea, and Syria or (b) Restricted Persons (as defined above).

5. **Customs Compliance.** Third Party will obtain, or cause to be obtained, all licenses, permits and other governmental consents and approvals necessary for it to perform its obligations to A-dec, including under any Agreement. Third Party will maintain sufficient and legally required records and documents related to customs compliance including manufacturing, production and shipping records and documents.

- To the extent that performance of any Agreement will take place in the United States and goods will be manufactured or produced outside of the United States or goods will be transported into the United States, Third Party represents and warrants that either (a) it is U.S. Customs and Border Protection Customs-Trade Partnership Against Terrorism (“C-TPAT”) certified, and will maintain that certification during the term of any Agreement, or (b) it will comply with the C-TPAT security criteria that may be found on the U.S. Customs website ([www.cbp.gov](http://www.cbp.gov)), or such other website that the C-TPAT security criteria may be moved to by the U.S. Government.
- To the extent that performance of any Agreement will take place in the EU or that goods will be transported into or out of the EU, Third Party represents and warrants that either it or its representatives: (a) have been

granted Authorized Economic Operator (“AEO”) certification, and will maintain that certification during the term of this Agreement, or (b) will comply with all AEO-related requirements.

- To the extent that performance of any Agreement will take place in other countries or regions, Third Party will comply with all standards associated with other AEO or Trusted Trader type programs established in those countries.

6. **Illegal Transshipment.** For purposes of these Standards, “illegal transshipment” occurs when goods are misrepresented as being produced in a country through which they merely transited or in which they were subjected to only minor processing before entering the destination country. A-dec will not accept shipments that were illegally transshipped and will not do business with companies that illegally transship. To eliminate the possibility that illegal transshipment may occur with goods purchased or sold by A-dec, if purchasing goods from Third Party, A-dec may (a) verify all phases of the manufacturing process and requires Third Party to submit, if requested, all accurate commercial documentation records in a timely manner so that A-dec may review for possible irregularities, and (b) visit factories to gather commercial documentation.

7. **Data Protection.** Third Party agrees at all times to comply with applicable data protection laws in connection with its obligations to A-dec and its performance under any Agreement. If Third Party collects, processes or controls personal data on behalf of A-dec, it must comply with A-dec’s data protection standards, including any applicable data protection addendum or agreement.

8. **Health, Safety and Environmental Stewardship.** Third Party will comply with all applicable health and safety regulations. Third Party will operate in an environmentally responsible and efficient manner to minimize adverse impacts on the environment and will comply with all applicable environmental regulations. When and where possible, Third Party will improve the environment within which it operates, promote sustainable development and prevent the wasteful use of natural resources.

9. **Labor, Employment and Anti-Human Trafficking.** In performance of this Agreement, Third Party will comply with, and cause parties in Third Party's supply chain to comply with, applicable laws, regulations and standards related to labor and employment standards and human trafficking, including, without limitation, Federal Acquisition Regulation (“FAR”) 22.17, the UK Modern Slavery Act, and all applicable local laws in the countries and locales in which Third Party conducts business (“Labor Laws”). Third Party will not, and will cause parties in Third Party's supply chain not to, provide to A-dec any merchandise prohibited or restricted by such Labor Laws, including Section 307 of the Tariff Act of 1930 (19 U.S.C. § 1307) which prohibits the importation of merchandise mined, produced or manufactured, wholly or in part, in any foreign country by convict labor, forced labor or indentured labor – including forced child labor. Merchandise made with forced labor is subject to exclusion and seizure and may lead to criminal investigation. Additional Labor Laws subject to this Section include but are not limited to the (i) International Labour Organization’s core conventions; (ii) the Universal Declaration of Human Rights, regarding the use of child labor, forced labor, human slavery, human trafficking, wages, working hours and conditions, work eligibility, and non-discrimination; and (iii) applicable non-US laws, regulations, and standards related to labor and employment standards and human trafficking such as the UK Modern Slavery Act and relevant provisions under Canada's Customs Tariff.

- In performance of the Agreement, Third Party will not use, and will cause parties in Third Party's supply chain not to use, forced labor, whether in the form of prison, indentured, slave, bonded, trafficked or any other form of compulsory labor.
- Third Party will only employ people who (a) meet the local legal minimum age for employment, (b) meet the age for completing compulsory education in the country of manufacture, or (c) are at least 15 years old, whichever is higher.
- Third Party will treat all workers with respect and provide work environments that are free of physical, sexual, psychological and verbal harassment and abuse, retribution for grievances, and corporal punishment.
- Third Party will not subject any person to any discrimination in employment, including in hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of race, religion, gender, marital status, capacity to bear children, age, disability, sexual orientation, nationality, political opinion, social or ethnic origin, or other status of the individual unrelated to the ability to perform the job.

- Third Party will recognize and respect the right of employees to associate, organize and bargain collectively in a lawful and peaceful manner without penalty or interference. Where the right to freedom of association and collective bargaining is restricted under law, Third Party will consider the development of parallel means for independent and free association and bargaining.
- Every worker has a right to compensation for a regular work week that is sufficient to meet the worker's basic needs and provide some discretionary income. Third Party will pay at least the minimum wage or the appropriate prevailing wage, comply with all legal requirements on wages, and provide any benefits required by law. Third Party will also provide workers with a clear written accounting for every pay period and will not deduct or withhold wages or benefits for disciplinary infractions.
- Third Party will adopt and adhere to rules and conditions of employment that respect workers and, at a minimum, safeguard their rights under national and international labor and social security laws and regulations. Workers' rights will be clearly communicated to all workers.
- Third Party will not require workers to work more than the regular and overtime hours allowed by the law of the country where the workers are employed. Third Party will allow workers at least 24 consecutive hours of rest in every seven-day period. Barring extenuating circumstances, Third Party will not request overtime on a regular basis and will compensate all overtime work at a premium rate.
- Third Party will provide a safe and healthy workplace setting to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work or as a result of the operation of Third Party's facilities.

10. **Antitrust.** Third Party will abide by all antitrust and competition laws that prohibit agreements that eliminate or discourage competition. Third Party will not engage in practices that would unfairly limit trade or exclude competitors from the marketplace, which includes but is not limited to communicating formally or informally with competitors to fix or control prices, allocating markets, boycotting customers or suppliers, engaging in cartel activity or bid rigging, limiting the sale of products, making false statements about competitors, and improperly gaining or using competitor proprietary information.

11. **Conflict of Interest.** Third Party will avoid all actual or apparent conflicts of interest in its dealing with A-dec and will notify A-dec in the event that Third Party becomes aware of any circumstance or interest that gives rise to any such conflict, whether organizational or personal in nature.

12. **Government Contractor.** A-dec is a government contractor and therefore incorporates U.S. Federal Acquisition Regulation ("FAR"), Defense Federal Acquisition Regulation Supplement ("DFARS") clauses, other agency supplemental clauses, or State procurement clauses into its contracts and Agreements with subcontractors and suppliers, who supply materials, parts, products, or any other items that are incorporated into products sold to the U.S. Government. If the Agreement to which these Standards relates involves, directly or indirectly, a Government customer or end-user, you must refer to the additional terms in A-dec's Government Contracts Standard Terms and Conditions, which are available at [www.a-dec.com](http://www.a-dec.com). If you have questions about whether these Government Contracts Standard Terms and Conditions apply or where to access the terms, please reach out to your A-dec business contact. A-dec may amend these Standards or the Government Contracts Standard Terms and Conditions at any time and in its sole discretion. Any changes will be effective upon the posting of such changes on A-dec's website, and Third Party is responsible for regularly reviewing and informing itself of all applicable changes or notices. Third Party should refer regularly to the A-dec website to review the current terms. **THIRD PARTY'S CONTINUED PROVISION OF PRODUCTS OR SERVICES AFTER A-DEC'S POSTING OF ANY CHANGES WILL CONSTITUTE THIRD PARTY'S ACCEPTANCE OF SUCH CHANGES OR MODIFICATIONS.**

13. **Assessment and Enforcement.** Third Party will promptly respond to and cooperate with A-dec's requests for verification, monitoring and auditing of Third Party's and its affiliates', representatives', agents', and subcontractors' compliance with these Standards and any Agreement, including without limitation audits by the U.S. Government under A-dec's Government Contracts, A-dec audits, third party diligence questionnaires and unannounced audits under the EU Medical Device Directive 93/42/EEC Annex II, No. 5.4. Any violation of these Standards, either directly or indirectly, will be deemed a material breach of these Standards and any Agreement.

14. **Notice and Reporting.** Third Party must promptly report any violation or suspected violation of these Standards to A-dec by notifying our Legal Department at [ethicsandcompliance@a-dec.com](mailto:ethicsandcompliance@a-dec.com).

15. **Termination of Relationship.** A-dec may terminate its relationship and any Agreement with Third Party immediately if A-dec reasonably believes that Third Party or its affiliates, personnel or subcontractors have violated these Standards. Further, if the Third Party has violated a law or regulation, A-dec may be required to report such violation to the appropriate authority.

### ACKNOWLEDGMENT

Third Party acknowledges that it has received, reviewed, understands and will comply with these Third Party Standards of Ethics and Compliance.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_  
Date: \_\_\_\_\_