

## Business Partner Code of Conduct

AddLife and its subsidiaries are committed to the highest norms of business conduct. We act in a responsible way, based on our Code of Conduct. We advocate free and fair trade, striving for forthright competition and ethical conditions within the legal frameworks of the countries in which we operate. AddLife has a clear statement against bribery and corruption. At AddLife we not only take responsibility for our own behaviour and actions, but we also expect our business partners to comply with the same norms and principles.

### Introduction

This “Code of Conduct” outlines minimum requirements and expectations with respect to the ethical conduct and apply to all our Partners.

When used in this document, “**Company**” refers to **AddLife AB** registered in Sweden with registration number **556995-8126**. When used in this document, “**Partner**” refers to all business partners and suppliers of products and services to and from Company, irrespective of where the organisation is based. When used in this document, “Code” refers to this specific Business Partner Code of Conduct and its content.

### Ethical conduct

We expect our Partners to operate in full compliance with all applicable national, governmental and/or local laws, guidelines, and regulations of the countries in which they are present. This Code goes further; it draws upon internationally recognized standards, to advance social and environmental responsibility.

### Responsibilities

- Partners should take all necessary actions to ensure compliance with this Code, without undue delay.
- Partners are solely responsible for any potential costs of complying with the Code.
- If Partners use sub-suppliers/distributors, best endeavours shall be used to ensure that they comply with the Code.

The standards set out in this Code are general and do not address each situation that a company or individual may be confronted within markets around the world. When needed, guidance on the application of the Code to specific situations should be sought from Company.

For questions regarding this Code, the initial contact person is your normal contact person at Company (a representative of sales or supply chain, as appropriate) or the Labtech/Medtech Business Area Manager at AddLife AB in Stockholm, Sweden.

### Our commitment

Company is part of AddLife Group, a signatory to the United Nation Global Compact. This means that Company actively supports human rights and conducts business in a socially responsible manner consistent with its principles.

We follow and live up to the requirements stated in:

- The United Nations Universal Declaration of Human Rights (1948).
- The Eight Fundamental Conventions of the International Labour Organisation, no. 29, 87, 98, 100, 105, 111, 138 and 182.
- The United Nations Convention on the Rights of the Child, Article 32.
- The United Nations Convention against Corruption.
- The labour protection and labour environment legislation in force in the country of operations.
- The labour law, including legislation on minimum wages, and the social welfare protection regulations in force in the country of operations.
- The environmental protection legislation that is in force in the country of operations.

Company and AddLife Group require that all Partners, including sub-suppliers, follow and live up to above mentioned international policies, conventions, and regulations. Please see appendix for more detailed information.

## **Business ethics**

Company builds business relationships through integrity and transparency, and with zero tolerance for non-compliant behaviour, expecting the same from Partners and their sub-suppliers.

### **Legal compliance**

Partners and its sub-suppliers shall comply with all applicable national, governmental and/or local laws, guidelines and regulations that are applicable to their business operations. In countries where domestic laws and regulations conflict with, or have a different standard, than the Code, we encourage the Partner to try to find ways to follow the principles that provide the highest protection for the employees and the environment.

### **Corruption and bribery**

Company does not tolerate any corrupt practice and require Partners to comply with the anti-corruption and anti-bribery laws and regulations that govern operations in the countries in which Partners do business, as well as with internationally applicable anti-corruption laws. Partners should ensure that personnel and other persons working on its behalf are aware of, and will take, all necessary steps to comply with such laws and regulations.

Partners must not directly or indirectly offer, give, promise or authorise any bribe, gift, loan, fee, reward or other advantage to any government official or employee, any customer, any Company employee or any other person to obtain any business advantages or improperly influence any action or decision. Partners must never accept to receive a bribe, the promise of a bribe or kickbacks to influence a business decision.

### **Anti-trust and competition laws**

Partners are required to adhere to anti-trust and other competition laws. Even the perception of improper conduct should be avoided. Partners must never agree to coordinate or cooperate with competitors in any way to fix prices, establish a minimum price level, to unify other significant conditions of supply, or in any other way violate the principles of unrestricted competition.

### **Conflict of interest**

Partners are encouraged to actively work against any conflict of interests in their business dealings. We expect Partners to identify and avoid situations where there is an actual, perceived or potential conflict of interest.

### **Books and records**

It is an absolute requirement that all transactions and expenses incurred on behalf of Company be accurately recorded and maintained in the Partner's books, records and accounts in a timely manner and in reasonable detail in accordance with generally accepted accounting principles. False, misleading, incomplete, duplicate, inaccurate or artificial entries in the Partner's books and records are strictly prohibited.

### **Export controls and trade restrictions**

Partners must adhere to all applicable national and international foreign trade control laws pertaining to business transactions with countries, companies and persons (sanctions), and the transfer of goods and services between countries (export controls) when doing business with Company.

### **Data privacy**

Partners must respect the rights to privacy and data protection of their employees, customers and other individuals they cooperate with. They must adhere to all relevant data privacy laws and comply with contractual requirements on confidentiality and information security.

### **Intellectual property**

Partners shall respect Company's intellectual property rights, protect Company's trade secrets, and safeguard business partner information.

### **Loyalty**

Each Partner of Company shall act with loyalty and honesty towards Company. Proposals on improvements of the Company organisation or Company's business shall be made to the proper function within Company.

## Labour and human rights

Partners are required to respect all applicable laws, regulations and international standards related to labour practices and protection of human rights.

### Non-discrimination and equal opportunities

Partners shall not discriminate, exclude or have preferences for people based on gender, age, religion, ethnicity, caste, social or national origin, disability, and nationality, political affiliation, sexual orientation or any other personal characteristics.

Partners adheres to an equal opportunity policy that applies qualification, skill and experience as the grounds for all recruitments and promotions. All employees shall be accorded equal opportunities to develop the knowledge, skills and competences that are relevant to their job.

### Freedom of association and the right to trade unions

Partners shall be respectful of their employees' rights to form, join and organize independent trade unions and freedom of association. The personnel representatives shall be guaranteed access to their members in the workplace. In countries where free and democratic trade union activities are not allowed, we encourage Partners to respect this principle by allowing personnel to freely choose their own representatives with whom the company may enter into a dialogue on workplace issues.

### Compensation

Partners' employees shall have the right to a fair remuneration, as minimum the national minimum wage, as well as the social benefits legally granted. Company encourage Partners to pay reasonable living wages. The level of wages shall reflect the skills and education of the employee. Wages and overtime compensation should be paid on time, regularly, complete and directly to the employee.

### Forced labour

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

### Working hours

Applicable national laws, industry standards or collective agreements should be interpreted within the international framework set out by the ILO. Overtime should be voluntary and never expose the employees' to increased health and safety risks. The Partners guarantee employees' right to breaks each working day and the right to at least one day off every week. National holidays should be respected in accordance with the law or collective agreements.

### Child labour

Partners shall not participate in, or benefit from, the use of child labour. The minimum age for employment is minimum 15 years or the legal national minimum age (in line with the ILO Convention 138 on child labour). If child labour is found, Partners must act in the best interest of the child. Partners shall ensure that employing young people above minimum age, but under 18 years, does not jeopardise their education, health, safety, or morals.

### Terms of employment

The employee is entitled to a binding employment contract or document describing the key conditions of their employment, written in a language they understand and as per local regulations and as a minimum.

### Workplace health and safety

Partners shall follow all applicable health and safety laws and regulations and are encouraged to identify and resolve such issues in the workplace. Partners shall provide employees with a safe and hygienic working environment, appropriate protective equipment and sufficient training to perform their relevant tasks.

## Protecting the environment

Partners shall comply with all environmental laws and regulations applicable to their business and carefully work towards minimizing their environmental impact. Partners are encouraged to perform business practices that conserve and protect the environment, contribute to the community in which they operate, and demonstrate accountability and transparency in relation to their environmental credentials.

### Environmentally friendly practices

Methods and standards for waste management, handling and disposal of chemicals and other hazardous materials, emissions and wastewater management must meet or exceed regulatory requirements. Partners shall strive to minimize energy and water usage and strive for a continuous improvement in regard to air, water and light pollution.

## Consequences of non-compliance

The underlying objective of this Code is to establish a basis for positive development of responsible practices through regular dialogues and ongoing working relationships.

Failure to observe the Code will be reported to Partners' management for their attention and, if necessary, for corrective action. However, non-compliance may be considered a material breach of the agreement with Partners and may lead to termination of the agreement. Any such termination of any business relationship between Company and Partners is considered a termination for cause and does not entitle Partners to any kind of compensation.

Company may conduct announced audits at Partners' sites to verify compliance with the Code. Audits may be performed either by Company employees or by a third-party auditors chosen by Company.

## Raising concerns

Concerns or non-compliance with this Code should swiftly be reported through the [whistleblowing system](#).

## Business Partner Code of Conduct - Confirmation of compliance

Authorized representative of Partner hereby confirm observation and compliance with this Code in its entirety by means of a development-oriented approach and without change or deviation.

Date .....

Organisation .....

Signature .....

Name .....

Title .....

## APPENDIX

### **The United Nations Universal Declaration of Human Rights (1948)**

#### **The supplier shall support and respect human rights**

The supplier has a responsibility to respect and support human rights both within its own operations and in the supply chain. The supplier shall 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 conducted by a third party. The supplier shall have routines in place to evaluate risks of participating in violations of human rights through its operations.

### **International Labour Organisation (ILO), Eight Conventions on Fundamental Principles and Rights at Work and the United Nations' (UN) Convention on the Rights of the Child (CRC)**

#### **Child labour is prohibited (ILO no. 138 and 182, UN CRC article 32)**

Child labour refers to all economic activity which is conducted by a person of compulsory school-going 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. If child labour is detected, the supplier shall act based upon the best interests of the child and find suitable solutions in consultation with the child and the family of the child. 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.

#### **Forced labour is prohibited (ILO no. 29 and 105)**

Forced labour refers to labour or services exacted under the menace of any penalty and for which the said person has not offered himself voluntarily. Forced labour, including slave labour, bonded labour or involuntary prison labour shall not take place. All labour shall be voluntary, and the employee shall have the right to terminate employment following a reasonable term of notice.

#### **Discrimination and harassment are prohibited (ILO no. 100 and 111)**

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. The supplier shall support diversity and equal opportunities in employment. Discrimination based on race, 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 or other forms of psychological or physical punishment. Harassment may not take place.

#### **Freedom of Association and Collective Bargaining (ILO no. 87 and 98)**

Freedom of association and collective bargaining refers to formalised and/or non-formalised forms of cooperation to support and defend employees' interests at the workplace and in the relationship between employers and employees. The supplier is expected to recognise and respect the rights of employees (and employers) to organise, to join organisations 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 shall support instances where employees may meet management to discuss wage and labour conditions without the risk of negative sanctions.

#### **Legislation**

The supplier must fulfil local laws and regulations in the countries in which they operate.

#### **Wages and hours of work**

Wages shall be paid directly to the employee within the agreed upon timeframe and in full. The supplier shall support the payment of living wages to employees, and under no circumstances support the payment of less than the national or locally stipulated minimum wage. Overtime compensation shall be paid and clearly specified in wage statements. Employees shall have at least one day of rest per week. Working hours shall not exceed legal limits or a maximum of 60 hours per week, including overtime. Leave, including vacation, holidays, sick leave and parental leave shall be compensated in accordance with national legislation.

**Safe and Hygienic Working Environment (ILO no. 155 and 170)**

A safe and hygienic working environment refers to the employee, when she/he is present in an area that the employer has direct or indirect control over, being guaranteed to be free from or protected from conditions which can constitute a hazard for the employee's physical and or psychological health. The employee working within the operations of the supplier shall be provided a safe and healthy working environment where preventative measures shall be taken which reduce injury and risks to health. Employees shall receive training on the potential health risks that the work can entail, including fire safety, hazardous operations and first aid. The employer shall, to the extent that it is possible, provide relevant protective equipment and ensure that information on health and safety is readily available at the workplace. Emergency exits shall be clearly marked, illuminated and may not be blocked. Evacuation exercises and the testing of fire alarms shall be conducted on a regular basis.

**UN Convention against Corruption**

The supplier shall not directly or indirectly offer undue payment or other forms of compensation to any person or organisation with the aim of obtaining, maintaining or directing business operations or receive other undue advantages within the framework of its operations. The supplier shall not directly or indirectly request or accept any form of undue payment or other forms of compensation from a third party which can affect the objectivity of business decisions.