

	Supplier Code of Conduct	
Functional Area: Global Procurement	Document No: SCP Departmental Procedure	
Policy Owner: Vice President, Procurement & Supply Chain	Review Cycle: Biennial	Effective Date: 08/24

1. PURPOSE

1.1. The purpose of this Supplier Code of Conduct (“Supplier Code”) is to outline the principles and standards that Suppliers must adhere to when conducting business with Simtra.

2. SCOPE

2.1. This Policy applies to all third-party vendors including but not limited to suppliers, vendors, contractors, business partners (collectively, “Suppliers”) who provide goods or services to Simtra.

3. POLICY

3.1. ETHICS AND INTEGRITY EXPECTED FROM SUPPLIERS

3.1.1. Ethical Business Practices. Suppliers must comply with applicable all laws, rules, and regulations within the geographies in which Suppliers operate or conduct business with or on Simtra’s behalf. Suppliers should be transparent and cooperative with regulators charged with enforcing such laws, rules, and regulations.

3.1.2. Bribery and Anti-Corruption. Suppliers must fully comply with the requirements of all applicable anti-bribery and anti-corruption laws, including but not limited to the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. While Simtra observes local business customs and market practices, neither Simtra nor any Supplier shall participate in any corrupt, unethical, or illegal practices. Suppliers are prohibited from directly or indirectly paying or providing anything of value to a government official in order to: (i) win or retain business or to improperly influence the act or decision of any government official, political party, candidate for political office, or official of a public international organization; (ii) gain an improper advantage; or (iii) illegally influence the action of any individual, customer, company, or company representative. Simtra does not allow any bribes or improper payments, including kickbacks, unexplained rebates, payment for advertising, or gifts disguised as allowances or expenses.

- 3.1.3. Accuracy of Business Records.** Suppliers must keep accurate, legible, and transparent records that reflect actual transactions and should not hide, fail to record, or misrepresent transactions.
- 3.1.4. Trade Compliance.** Suppliers must comply with the letter and spirit of all applicable import and export controls, sanctions, and other trade compliance laws of the United States and the laws of the applicable geographies where Supplier's transactions occur.
- 3.1.5. Conflicts of Interest.** Suppliers should avoid any transactions, relationships, or other acts that appear to be conflicts of interest. Any apparent or actual conflicts of interest must be reported to Simtra management. A conflict of interest arises when personal interests or activities influence, or appear to influence, the ability to act in the best interests of Simtra. Simtra reserves the right to take any necessary actions for failure to report conflicts of interest. Suppliers must document any decision of Simtra management to waive a conflict of interest.
- 3.1.6. Gifts and Entertainment.** Gifts and entertainment are not needed to conduct business with Simtra and Simtra does not condone such actions. Other than as set forth below, Suppliers must not offer or accept gifts or entertainment to or from Simtra employees with intent to obtain improper advantages or influence for the Supplier. Simtra "Employees" include family members, or people with whom Simtra Employees have close personal relationships. Modest gifts and hospitality are permissible so long as they are: (i) not provided as a quid pro quo; (ii) are modest in value; (iii) infrequent; (iv) unsolicited; (v) given on a customary gift giving occasion; (vi) reasonable and customary in business; (vii) comply with local laws; (viii) permissible under the Simtra Code of Conduct and the policies of the Supplier. In no circumstance may a Simtra Employee accept any gift where accepting the gift could create the appearance of a conflict of interest. "Gifts" can include anything of value.
- 3.1.7. Interactions with Healthcare Providers.** When engaged with healthcare providers ("HCPs") including healthcare professionals, healthcare organizations, patients, patient organizations, government officials, and payors on behalf of Simtra, Suppliers must adhere to industry standard of conduct. Any benefit provided to an HCP on behalf of Simtra must comply with all applicable legal and industry laws or requirements in the geographies in which the HCP resides and/or practices medicine. Payments or other benefits may never be used as a bribe, reward, inducement, or incentive for sales.
- 3.1.8. Fair Competition and Antitrust.** Suppliers must conduct their business in a fair and ethical manner and in compliance with all applicable fair competition and antitrust

laws that govern the jurisdictions in which they operate or to which they are subject as a result of their business operations.

3.1.9. Confidential Assets, Information, and Intellectual Property. Suppliers must protect the confidential assets, information, and intellectual property of Simtra and its clients. Suppliers must design and maintain processes to provide appropriate protections for such information. Suppliers that require the exchange of confidential information shall execute a confidentiality agreement with Simtra prior to such disclosure. Exchange of confidential information is limited to such information required to fulfill contractual obligations between Simtra and the Supplier. Suppliers shall not share Simtra's confidential information, or any other information acquired from Simtra, including information developed by Suppliers and information relating to products, customers, Suppliers, pricing, costs, know-how, strategies, programs, processes, and practices of Simtra. Suppliers must immediately report unauthorized disclosure of Simtra's confidential information, even if inadvertent, through the Ethics & Compliance Hotline at www.simtra.ethicspoint.com.

3.1.10. Personal Information and Privacy. Suppliers must protect personal information in compliance with all applicable laws. Personal information provided by or on behalf of Simtra should only be used, accessed, and disclosed as permitted by the agreement with the Supplier.

3.1.11. Government Contracts. Simtra sometimes provides goods and services to its customers who, in turn, provide goods and services to the United States Government ("USG") under contract with the USG. Such customer contracts with the USG may impose requirements on the customer under U.S. law including, without limitation, the United States Code, Federal Acquisition Regulations, and/or Defense Federal Acquisition Regulations. Such requirements may "flow-down" to Simtra under such customer-USG contracts. To the extent a Supplier is providing goods or services to Simtra pursuant to any such customer-USG contract, the Supplier will ensure its compliance with any flow-down requirements in such customer-USG contract. The aforesaid shall apply correspondingly if any Simtra customers, in turn, provide goods and services to the German Government or any other national government where the customer contracts may impose certain requirements on the customer under respective national law.

3.2. HUMAN RIGHTS AND INCLUSION

3.2.1. Modern Slavery / Human Trafficking. Suppliers must comply with the applicable legal requirements of slavery, forced labor, and human trafficking laws, for

example, the UK Modern Slavery Act 2015. Suppliers must enact practices, policies, and procedures to ensure compliance.

3.2.2. Child Labor. Simtra prohibits use of any child labor. Suppliers must act in compliance with all local laws regulating the minimum working age for each position, including laws pertaining to employment, apprenticeships, and internships of youths and students. Suppliers must enact practices, policies, and procedures to ensure compliance.

3.2.3. Non-Discrimination and Workplace Diversity. Simtra expects Suppliers to operate workplaces free of discrimination, harassment, victimization, and abuse on any grounds, including but not limited to, age, disability, ethnic or social origin, gender, gender identity, nationality, race, sexual orientation, marital status, parental status, pregnancy, political convictions, religious beliefs, union affiliation, or veteran status.

3.2.4. Employment and Working Conditions. Suppliers must comply with all applicable employment laws and regulations, including local (minimum) wage and labor laws. Suppliers should respect the rights of workers, without distinction, to form or join trade unions of their choosing and to bargain collectively.

3.2.5. Health and Safety. Suppliers must comply with all applicable laws and regulations regarding health and safety. Suppliers should provide a healthy, sanitary, and safe environment for their workers. Suppliers working onsite at a Simtra facility must work in a way that ensures their own safety and the safety of others and in compliance with applicable Simtra and governmental health and safety requirements. Suppliers must immediately report to Simtra management any emergencies that may impact Simtra.

3.2.6. Environment. Suppliers must comply with all applicable environmental laws and regulations related to the development, manufacturing, and distribution of their products or services. Suppliers should implement policies related to safe management of hazardous materials and the legal prohibition or restriction of specific substances. Simtra suppliers should strive to continually improve their environmental footprint, including the promotion of sustainability initiatives such as energy and water conservation, pollution prevention, reduction of greenhouse gas emissions, waste minimization, reuse and recycling practices, and promotion of purchases of sustainable products and services.

3.3. IMPLEMENTATION AND REPORTING VIOLATIONS.

3.3.1. Supplier Assessment and Selection. Simtra will evaluate a Supplier's compliance with the Supplier Code during the Supplier evaluation and selection process. Simtra may require Suppliers to complete a self-assessment questionnaire. Suppliers may be asked to periodically re-affirm compliance with the Supplier Code. Upon request, Suppliers will provide written information on policies and

practices related to compliance with the Supplier Code. Simtra is committed to working with its Suppliers to improve compliance with its Supplier Code.

- 3.3.2. Monitoring.** Suppliers must have a program to conduct due diligence and monitor their own agents, sub-suppliers, and subcontractors who directly or indirectly provide products or services (or components thereof) to Simtra to help ensure that such agents, sub-suppliers and subcontractors meet expectations consistent with those set out in this Supplier Code. Suppliers should address human rights and environment-related expectations upstream in the supply chain or involving their agents. In the event that Simtra has knowledge of a concern in the upstream supply chain or involving an agent, Suppliers must enable Simtra to address such issues in accordance with its legal obligations, as applicable.
- 3.3.3. Business Continuity.** Suppliers should develop and implement appropriate business continuity plans for any operations that support Simtra business.
- 3.3.4. Risk Management.** Suppliers should have mechanisms to determine and manage risks in all areas addressed in this Supplier Code.
- 3.3.5. Training and Competency.** Suppliers should have a training program that enables an appropriate level of knowledge, skill, and ability in Supplier’s management and workers to address the expectations included in the Supplier Code.
- 3.3.6. Continual Improvement.** Simtra expects Suppliers to continually improve by setting performance objectives, executing implementation plans, and taking necessary corrective actions for deficiencies identified by internal or external assessments, inspections, and management reviews.
- 3.3.7. Violations and Termination.** If it appears that a Supplier is not in compliance with the Supplier Code, Simtra expects the Supplier to cooperate and provide additional information to determine compliance. If Simtra determines that a Supplier is not compliant, then remedies may include, but are not limited to (i) termination of business with Simtra; (ii) development and implementation of a corrective action plan for implementation by Supplier with certain fixed timelines for implementation. Simtra may follow such corrective action plan with an audit, as deemed appropriate.
- 3.3.8. Reporting Violations.** Individuals or entities should promptly notify Simtra of any actual or suspected violations of this Code, or other issues relevant to this Code.

How to Report:

- The Simtra Manager responsible for the supplier relationship.
Simtra’s Ethics Hotline, which permits anonymous reports:
In the United States: +1 833.221.2651
In Germany: 0800 1824463
From outside of Germany: +49 0800 1824463
Via the web: <http://www.simtra.ethicspoint.com>
- Our Chief Compliance Officer at:
Via email at compliance@simtra.com

Via direct email at: jagarrett@simtra.com

In the United States: +1.619.750.3121

Simtra takes all questions or concerns seriously and will treat them confidentially to the greatest extent possible.

3.3.9. No Retaliation. Simtra expects Suppliers to have a policy and process for reporting workplace concerns, including reporting violations of this Supplier Code. The policy and process should be transparent and understandable and should protect reporting and participating individuals from retaliation. Simtra will not tolerate retaliation against anyone who in good faith raises questions or concerns about a potential violation of the law or this Supplier Code, or who assists in an investigation of a reported violation.

3.3.10. Order of Precedence; Changes to the Code. The Supplier Code is not meant to, and does not, supersede any applicable law, or any term in an agreement between Simtra and a Supplier. To the extent there is any conflict between the Supplier Code and any applicable law or provision of any agreement, the applicable law or agreement controls.

4. SUPPLIER CODE OF CONDUCT ACKNOWLEDGEMENT

4.1. I hereby acknowledge, on behalf of the Supplier, that I have received, read, and understand the requirements set forth in the Simtra Supplier Code of Conduct. I confirm, on behalf of the Supplier, that I am an authorized signatory of the Supplier, and the Supplier will comply with the Simtra Supplier Code of Conduct and the laws referred to in the Supplier Code of Conduct.

SUPPLIER NAME _____

SIGNATURE _____

PRINTED NAME _____

TITLE _____

DATE _____