



## SUPPLIER CODE OF CONDUCT

### Scope:

This Supplier Code of Conduct (**Supplier Code**) provides for certain requirements of any and all suppliers, vendors, business partners, service providers, contract manufacturers and sub-contractors (collectively, **Suppliers**) of the Device Technologies Group.

By supplying goods or services to the Device Technologies Group, Suppliers agree to follow the Supplier Code.

This Supplier Code may be:

- From time-to-time, enforced and verified by audits to be conducted by the Device Technologies Group or an external party as appointed by the Device Technologies Group;
- Required to be evidenced by Suppliers through the production of policies, procedures or other documentation;
- Required to be acknowledged, approved, and signed by an authorised representative of Suppliers; and/or
- Included in Supplier agreements and purchase orders, respectively.

### 1. COMPLIANCE WITH LAWS

The Device Technologies Group is committed to conducting its business and operations with the highest levels of integrity, honesty and ethical compliance.

In this policy, Device Technologies Group means Device Technologies Australia Pty Ltd, its associated entities and related bodies corporate in Australia, New Zealand, UK and Asia.

- 1.1. At a minimum, Suppliers must comply with all applicable local, national and international laws and regulations that apply to the conduct of their business with the Device Technologies Group. Suppliers are required to have their own policies, procedures and monitoring in place to ensure compliance with this Supplier Code. In the event that a Supplier is held responsible for breaching the law, the Supplier must notify the Device Technologies Group immediately.
- 1.2. Local, national or international laws may include (but are not limited to):
  - 1.2.1. Modern Slavery, Employment and Labour laws
  - 1.2.2. Anti-Bribery and Corruption laws;
  - 1.2.3. Privacy laws;
  - 1.2.4. Anti-trust (competition) and consumer protection laws;
  - 1.2.5. Environmental protection laws;
  - 1.2.6. Export and trade sanctions;
  - 1.2.7. Medical device and other product laws and regulations.

### 2. MODERN SLAVERY, EMPLOYMENT AND LABOUR

- 2.1. The Device Technologies Group prohibits modern slavery and human trafficking. Suppliers of the Device Technologies Group must not engage in any activities that may qualify as modern slavery in any of their operations and Suppliers must only provide employment that is voluntary and freely chosen.
- 2.2. The Device Technologies Group acknowledges the importance of fundamental human rights and promoting an end to modern slavery. We are strongly committed to ensuring that the services we provide to our customers and patients are delivered in a way that respect the global standards of human rights. We acknowledge our responsibility towards ensuring that our operations and supply chains comply with accepted local and international standards, which are derived from the Modern



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Slavery Act 2018 (Cth) and the principles of the United Nations (UN) Global Compact.

For further information, refer to Device Technologies Group's **Modern Slavery & Human Rights Policy**.

### 3. ANTI-BRIBERY AND CORRUPTION

- 3.1. The Device Technologies Group has a zero-tolerance approach to bribery and corruption in all business dealings and in all countries and territories in which the Device Technologies Group operates.
- 3.2. Suppliers must keep accurate business records in full compliance with all relevant legal requirements and honestly report all transactions of and related to the Supplier's business. Suppliers must not make any direct or indirect payments or promises of payment to foreign government officials or others for inducing that individual in their position to obtain or retain business.
- 3.3. The Device Technologies Group prohibits secret commissions and other acts of corruption, including fraud, embezzlement, money laundering, extortion, nepotism, facilitation/grease payments, speed money, theft, falsification of records, kickbacks and other forms of influence peddling. Suppliers must ensure that they have appropriate measures in place to prevent these activities in their business. For further information, refer to Device Technologies Group's **Anti-bribery and Corruption Policy**.

### 4. GIFTS AND ENTERTAINMENT

- 4.1. The Device Technologies Group does not accept gifts or entertainment that may, or may be seen to, influence business decisions. All Device Technologies Group staff are expected to read and comply with the Device Technologies Group Gifts and Entertainment policy.
- 4.2. Suppliers must not provide gifts or entertainment to Device Technologies Group staff that could be seen as an inducement, bribe, unreasonable, outside of the ordinary course of business or otherwise violate applicable laws and/or regulations. For further information, refer to Device Technologies Group's **Gifts and Entertainment Policy**.

### 5. CONFLICTS OF INTEREST

- 5.1. Suppliers must ensure that there are no conflicts of interest and/or immediately disclose to the Device Technologies Group any appearance of conflicts of interest in their business dealings. Suppliers must not deal directly with any employee of Device Technologies Group that may have, or be associated with someone that may have, a financial or other interest in the Supplier without first notifying the Device Technologies Group and obtaining documented approval.

### 6. PRIVACY

- 6.1. The Device Technologies Group is committed to complying with all applicable data and privacy protection laws. Suppliers are expected to act responsibly and adhere to all relevant local, national and international laws regarding protection of personal information. If there is any breach which under any applicable data or privacy protection laws may result in the requirement for a data breach notification to a Regulator or patient, the supplier must notify Device Technologies immediately. For further information, refer to Device Technologies **Group's Privacy Policy**.

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### **7. ANTI-TRUST AND CONSUMER PROTECTION**

- 7.1. Suppliers must commit to the principle of free competition and not engage in collusive bidding, price fixing or other unfair trade practices. Further, Suppliers must ensure consumer protection laws are adhered to for the target market/s.  
For further information, refer to Device Technologies Group's **Fair-Trading Principles**.

### **8. ENVIRONMENT AND SUSTAINABILITY**

- 8.1. Suppliers to the Device Technologies Group are expected to operate in a sustainable and environmentally responsible manner. As such, every effort should be made to:
- 8.1.1. Identify the primary sources of emission and commit to reducing their carbon footprint; and
  - 8.1.2. Work to continuously reduce environmental impacts of their business including material sourcing and consumption, waste generation, wastewater discharge and air emissions.
- For further information, refer to Device Technologies Group's **Environmental Sustainability Policy**.

### **9. EXPORT AND TRADE SANCTIONS**

- 9.1. The Device Technologies Group is committed to complying with relevant economic and trade sanctions laws in all jurisdictions in which it operates, and these may apply to its operations, through identifying, mitigating and managing the risks of both primary and secondary sanctions violations.
- 9.2. Suppliers are expected to adhere to and comply with all applicable Sanctions and understand the Sanctions applicable to the relationship they have with the Device Technologies Group. Suppliers must also ensure that neither it or any of its beneficial owners, directors, shareholders, officers, agents and sub-contractors is a Restricted Party, and that it has not received notice of or is not aware of any claim, action, suit, proceeding or investigation against it with respect to Sanctions by any Sanctions Authority.
- 9.3. Consequences of non-compliance with applicable sanctions law are serious and may include imprisonment, substantial fines for the entity and/or the individual, reputational harm and could potentially restrict Device Technologies Group's ability to continue provision of services to its customers or partners. The Device Technologies Group takes a severe view of breaching sanctions laws and will take all necessary legal action in response to any infringement or breach, including but not limited to, termination of the contract with the Supplier.
- 9.4. In the event of (i) any breach or suspected breach of sanctions laws by any Supplier; or (ii) potential breach of sanctions laws in relation to the supply of goods and/or services under the Supplier's contract with any entity of the Device Technologies Group; the Supplier is expected to immediately notify Device Technologies Group; this is an ongoing obligation. The Supplier must also inform the Device Technologies Group in writing in the event it becomes aware of any change in circumstances that would affect (i) the representations herein in relation to sanctions compliance; or (ii) the supply of goods or services under its contract with any of the entities under the Device Technologies Group.
- 9.5. For the purposes of this section:  
Restricted Party means a party that is:

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- 9.5.1. listed on, or owned or controlled by a person or entity listed on, or acting on behalf of a person or entity listed on, any Sanctions List;
  - 9.5.2. located in, incorporated under the laws of, or owned or (directly or indirectly) controlled by, or acting on behalf of, a person or entity located in or organized under the laws of a country or territory that is the target of country-wide or territory-wide Sanctions; or
  - 9.5.3. otherwise, a target of Sanctions which means a person or entity with whom a national who is within the jurisdiction of a Sanctions Authority would be prohibited or restricted by law from engaging in trade, business or other activities.
- 9.6. Sanctions means the economic laws, regulations, embargoes or restrictive measures administered, enacted or enforced by the Sanctions Authorities (or any of them).
- 9.7. Sanctions Authority means the United Nations, the competent governmental institutions and agencies of the United States (including the Office of Foreign Assets Control of the US Department of the Treasury, and the US Department of State), United Kingdom (including Her Majesty's Treasury), the European Union (including the European Commission and competent authorities of each member state), or the respective governmental institutions and agencies within which the Supplier or the Device Technologies Group may be jurisdictionally bound.
- 9.8. Sanctions List means the sanctions imposed by the United Nations Security Council (UNSC) on activities relating to certain countries, goods and services, or Persons by way of resolutions passed by the UNSC, the "Specially Designated Nationals and Blocked Persons List" maintained by OFAC, the "Consolidated List of Financial Sanctions Targets in the UK", or any similar list maintained by, or public announcement of Sanctions designation made by, any of the Sanctions Authorities.

### **10. SUB-CONTRACTING**

- 10.1. Suppliers must ensure that all subcontractors meet with the requirements set out in this Code. If a deviation is identified, Suppliers must take appropriate remedial action and notify the Device Technologies Group.

### **11. NON-COMPLIANCE**

- 11.1. Where serious issues have been identified, the Device Technologies Group expects Suppliers to report the matter immediately - including the approach to investigation and a remediation plan. We may request you to act immediately where we believe it is necessary and may take action to report the breach to relevant authorities or governing bodies.
- 11.2. The Device Technologies Group will make every effort to assist you in remediating the issues where possible. However, the Device Technologies Group will consider termination if Suppliers do not notify us of a breach of the Supplier Code, refuses to co-operate with an investigation or engage in remediation, makes no progress in remediation plan, or repeatedly breaches our Supplier Code.

### **12. RELEVANT FURTHER INFORMATION**

- 12.1. Deviations to this Supplier Code should be reported to Device Technologies Group 'Compliance and Risk Manager' at: [compliance@device.com.au](mailto:compliance@device.com.au).



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- 12.2. Suppliers are reminded that the Device Technologies Whistleblower program is also available to encourage reporting of Reportable Conduct that is of legitimate concern by providing a convenient and safe reporting mechanism, and protection for people who make disclosures.  
For further information, refer to Device Technologies Group's **Whistleblower Policy**.

### 13. CERTIFICATION

- 13.1. You agree to provide information to the Device Technologies Group in relation to the obligations articulated in the Supplier Code and confirm Device Technologies Group's right to request relevant information and conduct audits to meet those obligations.
- 13.2. You represent and warrant that any information supplied is true and accurate and may be relied upon by the Device Technologies Group for the purpose of any regulatory requirements.

This Supplier Code of Conduct and underpinning Device Technologies Group Policies can be found at: **[www.device.com.au](http://www.device.com.au)**.

<b>Supplier Name:</b>	
<b>Position of Authorized Signatory:</b>	
<b>Authorized Signatory Name:</b>	
<b>Signature:</b>	
<b>Date:</b>	