

RhythmLink Supplier Code of Conduct

INTRODUCTION

RhythmLink International, LLC designs, manufactures and distributes medical devices and provides custom packaging, private labeling, custom products and contract manufacturing to its customers. RhythmLink is recognized as a leader within its field at providing the important physical connection between patients and the diagnostic equipment to record or elicit neurophysiologic biopotentials. RhythmLink is driven by its core values: Accountable, Trustworthy, Team Oriented, and Customer Focused.

All RhythmLink suppliers, defined as third parties with whom RhythmLink has active commercial relationships for the supply of goods or services, are responsible for ensuring that they and their employees, workers, representatives, suppliers, and subcontractors comply with the standards of conduct set out in this Guide and in other contractual obligations to RhythmLink. If at any time in the relationship between a supplier and RhythmLink a conflict exists between guidance provided within the Supplier Code of Conduct and a legally binding contract, contractual documents shall serve as the governing document.

At RhythmLink, quality is at the forefront of everything that we do because lives depend on us. The RhythmLink Quality Manual outlines our quality policies, procedures, and systems. Suppliers on RhythmLink's Approved Supplier List are subject to compliance with the Supplier Quality Agreement between Supplier and RhythmLink. Supplier will reference that agreement for applicable details of any overlapping areas of the Supplier Code of Conduct.

At RhythmLink, we do the right thing regardless of the consequence. We expect our suppliers to make reasonable judgements in all respects and to ensure that no abusive, exploitative, or illegal conditions exist at their workplaces. We trust our suppliers to extend principles of fair and honest dealing to all others with whom they do business, including employees, subcontractors, and suppliers. Additionally, the materials incorporated into Supplier's products must comply with all applicable laws and regulations.

Failure to comply with this Supplier Code of Conduct may result in review, and possible termination of, the business relationship by RhythmLink.

COMPLIANCE, ETHICS, AND INTEGRITY; RESPONSIBLE BUSINESS PRACTICES

Corruption, Extortion or Embezzlement; Improper Advantage: Suppliers shall uphold the highest standards of integrity in all business interactions. No Supplier will engage in corruption, extortion, embezzlement, or money laundering in any form, offer or accept bribes, or employ any other means to obtain an undue or improper business advantage. Each Supplier must comply with all applicable anticorruption, anti-bribery, anti-money laundering laws and regulations, including but not limited to the U.S. Foreign Corrupt Practices Act. Supplier will also comply with applicable economic sanction laws and regulations, export controls, and industry codes of conduct. Additionally, no Supplier may bribe, offer political donations, or provide kickbacks, unexplained rebates, or any other improper payments or improper gifts to any director, employee, representative or agent of RhythmLink, or seek any such bribe, donation, kickback, or rebate from RhythmLink or any other party. Any hospitality such as gifts, invitations, or entertainment should be moderate, consistent with customary regional business

practices, and in direct connection with a business event or purpose. Each Supplier must immediately report to RhythmLink any circumstance where any employee, representative, or agent of RhythmLink has made any improper request or demand of such Supplier.

Privacy and Confidentiality: Supplier shall protect the privacy expectations of personal information of everyone they do business with, including suppliers, customers, consumers, and employees by complying with relevant data privacy and security regulations. Any information or data regarding RhythmLink shall always be treated as confidential information unless that information is in the public domain. Suppliers shall not disclose confidential information to any person outside of their employ, or used for any purpose other than to fulfill their obligations, which have been disclosed to the Supplier by RhythmLink. Suppliers will make sure such information is safeguarded and protected from unauthorized disclosure. Supplier's employees should be educated concerning the handling of confidential information. Suppliers will immediately report any actual or potential unauthorized disclosure of confidential information to RhythmLink. Suppliers may be required to sign a nondisclosure agreement. Confidential information includes, but is not limited to, prints, databases, business plans, and cad files.

ITAR (MILITARY)/EAR: Documents and data supplied by RhythmLink may contain technical data within the definition of the International Traffic and Arms Regulations (ITAR) or Export Administration Regulations (EAR) and is subject to the Export Control Laws of the U.S. Government. Transfer of this data by any means to a foreign person or foreign entity, whether in the United States or abroad, without an export license, ITAR exemption or other approval from the U.S. Department of the State or Department of Commerce is prohibited. Reference website:
https://www.pmdtc.state.gov/regulations_laws/itar.html

Intellectual Property: Suppliers must respect and comply with all applicable laws and other binding obligations governing intellectual property rights, including but not limited to protection against disclosure, patents, copyrights, and trademarks. Suppliers will not violate, misappropriate, or infringe upon the intellectual property rights of any person or entity, including intellectual property rights of RhythmLink, its customers, or other business partners. Any use, disclosure, and handling of RhythmLink's technology, knowledge, and other intellectual property must be in accordance with any applicable agreements.

Accounting Records: Suppliers shall maintain all financial books, records, and accounts in accordance with applicable regulations, laws, and generally accepted accounting principles (GAAP). This requirement includes data and documentation related to all payments made to government officials or entities, product traceability, product safety, Employee safety, and any additional requirements, documents, and records required by law, or requested by RhythmLink. Accounting records must be kept in reasonable detail, accurately and fairly reflect transactions, assets, liabilities, revenues, and expenses, and not contain any false or misleading entries. Each Supplier must also have robust processes to prevent and promptly identify fraud.

Fair Competition: Suppliers shall conduct all business dealings in compliance with all applicable laws and regulations relating to antitrust, unfair competition, unfair/deceptive trade practices and accurate and truthful advertising. Suppliers must uphold standards of fair and ethical business. Suppliers may never engage in agreements or actions that unreasonably restrain trade, are deceptive or misleading, or that unlawfully reduce competition. This includes but is not limited to sharing confidential information with competitors (including bids, proposals, or strategies); discussing, coordinating, or agreeing with

competitors to fix prices; allocating markets, territories, or customers; splitting or fixing bids, or limiting fair competition in any other way. Suppliers should also refuse to take part in discussions or arrangements that may be seen as anti-competitive.

Conflict of Interest: Sacrificing RhythmLink's best interests for personal gain or for the benefit of family, friends, or acquaintances, e.g. engaging in such an act that directly competes with RhythmLink, becoming involved in such an act, or working for a competitor would be considered a conflict of interest. Suppliers should avoid any transactions, relationships, or other acts that appear to be conflicts of interest, and act responsibly, especially as far as dealing with public officials or governmental bodies are concerned. Suppliers are expected to disclose to RhythmLink any situation that may present an actual, perceived, or potential conflict of interest with respect to RhythmLink.

Management Systems: Supplier must establish and maintain appropriate management systems that facilitate compliance with all applicable laws, regulations, and standards, uphold expectations and requirements set forth in this Code, and maintain documentation necessary to demonstrate their conformance. Suppliers are expected to have mechanisms in place to manage continuous business improvement, product quality, environmental impact, labor standards, health, and safety risks, ethical business conduct, continuity risks, and operational risks. RhythmLink's suppliers must also make these requirements with their own suppliers. At RhythmLink's request, suppliers are required to demonstrate that the required management and control systems are performing properly.

Flow-Through to Subcontractors and Sub-Suppliers: Each of RhythmLink's suppliers shall have a program to conduct due diligence and monitor its own sub-suppliers and subcontractors who directly or indirectly provide products or services to RhythmLink, to help ensure that such sub-suppliers and subcontractors meet expectations consistent with those set out in this Code. No Supplier shall ever engage, or knowingly allow, a subcontractor, or sub-supplier, to undertake any activity prohibited by this Code or applicable law if undertaken by the Supplier or its employees.

Training: Suppliers must have adequate training programs for new employees and workers and for ongoing training of all levels of workers to ensure the appropriate level of knowledge, skills, and abilities to effectively comply with applicable legal and regulatory requirements and the expectations in this code of conduct.

Reporting Violations: Each Supplier must immediately notify RhythmLink upon learning of any known or suspected improper or illegal behavior by any directors, employees, agents or representatives of RhythmLink, improper or illegal behavior by such Supplier, any subcontractor or sub-supplier or anyone else providing goods or services to RhythmLink, debarment or suspension (or proposed debarment or suspension) from government contracting of such Supplier, any subcontractor or sub-supplier or anyone else conducting business with RhythmLink, or matter or legal violation that may affect RhythmLink or our Supplier's provision of goods and/or services to us.

HUMAN RIGHTS AND LABOR

Regarding human trafficking of the country or countries in which they are doing business, this code is informed by, among other things, the United Nations Guiding Principles on Business and Human Rights (UNGPs), ISO 9001, ISO 13485, International Labor Organization Conventions and Declaration on Fundamental Principles and Rights at Work, and the OECD Guidelines for Multinational Enterprises.

Respectful Workplace: Suppliers shall provide a fair, consistent, and inclusive environment and make all employment decisions including hiring, payment, benefits, advancement, termination, and retirement based on neutral and objective criteria such as ability, qualifications, and achievements. In addition to complying with all applicable laws, suppliers must not engage in or tolerate preference or discrimination, harassment, bullying, or unfair treatment in general or based on an individual's age, race, color, ancestry, ethnicity, religion, political beliefs, sex, pregnancy, national origin, citizenship status, disability or other health condition, marital status, veteran status, military status, obligation to perform military service, sexual orientation, gender identity or expression, genetic information or any other relevant characteristic protected under applicable law.

Fair Treatment: Consistent with all legal and regulatory requirements pertaining to human rights and labor practices, each Supplier will treat its employees with dignity and respect and maintain a healthy and safe work environment free from the threat of or subjection to any harsh, inhumane, or degrading treatment including sexual harassment, sexual or psychological abuse, exploitation, corporal punishment, or other forms of mental, physical, verbal coercion or abuse. A supplier must not condone or tolerate such behavior by its employees, officers, directors, or subcontractors. Suppliers must immediately act on any reports or identified instances of unlawful or unfair treatment.

Forced Labor: Suppliers must comply with all applicable laws and regulations, not limited to Canada's Fighting Against Forced Labour and Child Labour in Supply Chains Act. Employment must be freely chosen. In accordance with the ILO definition of forced labor, Suppliers shall not use, solicit, or facilitate the use of, forced labor in any of its manifestations anywhere in their operations or supply chain. This prohibition includes involuntary, compulsory, indentured, bonded, slave, sex-trafficked, or human-trafficked labor. The recruitment, transportation, transfer, harboring or receipt of persons, by means of the threat or use of force, coercion, abduction, fraud, or other means, for the purpose of exploiting them is prohibited. Suppliers are responsible for: ensuring workers are **not coerced to work through threats of denunciation to immigration authorities**; allowing workers to terminate their employment without fearing any form of abuse, for any reason, with reasonable notice; ensuring that recruitment fees of any type are not deducted from workers' pay or otherwise charged to workers; prohibiting the use of fraudulent or misleading recruitment practices; ensuring that, upon end of employment, **workers are reimbursed for their return transportation costs (for workers recruited from outside the country)**; and providing workers with terms and conditions of employment in a language the worker understands. Suppliers may use Employees in official and voluntary government prison rehabilitation programs and must ensure workers are subject to the same terms, conditions, and wage rates as other Employees.

Child Labor: Supplier shall not directly or indirectly employ or make use of any children. Suppliers will comply with the minimum employment age limit defined by national law or by International Labor Organization ("ILO") Convention 138, whichever is higher. The ILO Convention 138 minimum employment age is the local mandatory schooling age, but not less than 15 years of age (14 in certain developing countries), subject to exceptions allowed by the ILO and national law. Where applicable, child protection measures are in place to ensure that children suffer no harm, exploitation, or abuse due to the activities of workers in the workplace or in employer-provided housing or transport. Cases of child labor must be remediated, including through corrective measures that facilitate the child's safety and wellbeing.

Student & Young Workers: Workers under the age of 18 (“young workers”) must not perform hazardous work, including that which is likely to jeopardize their physical development, health, or safety, or work that compromises their morale or their education (e.g., night shifts, overtime). Suppliers employing young workers must follow all local laws related to hours of work. Young workers should not be deprived of the right to benefit from social security, including social insurance. Suppliers should provide appropriate support and training to young and student workers, with special attention to the access young workers shall have to effective grievance mechanisms and to health and safety information. RhythmLink’s suppliers shall ensure proper management of student workers through proper maintenance of student records, rigorous due diligence of educational partners, and protection of students’ rights in accordance with applicable law and regulations. In the absence of local law, the wage rate for student workers, interns, and apprentices shall be similar to the wage rate of other entry-level workers performing equal or similar tasks.

Freedom of Association: Suppliers must recognize freedom of association and collective bargaining and respect the rights of workers to seek representation; join, not join, or form an employee association or trade union without interference, [retaliation, or discrimination] in accordance with applicable law and practice. Where workers are represented by a legally recognized union, the supplier must be committed to establishing a constructive dialogue with the union’s freely chosen representatives and bargaining in good faith with such representatives.

Authorization to Work: Vendor must ensure that its workers are legally authorized to work according to the national laws and international standards relevant to the country where work is taking place, such as E-Verify in the United States. Prior to each worker’s assignment, Vendor must require documentation proving such work authorization and worker age.

Wages/Benefits: Suppliers shall provide compensation, benefits, working hours, breaks, rest days, holidays and leave that, at minimum, comply with legal requirements and applicable agreements. Supplier must ensure workers understand these terms. Supplier will not make illegal or excessive wage deductions, withhold wages, delay wage payments, or pay wages irregularly. **In countries where no minimum wage law applies**, employees shall be paid at a rate that is comparable with relevant standard industry living wage compensation. Itemized records shall be maintained, consistent with this standard, and transparent pay information shall be provided in a timely manner.

Working Hours: Suppliers must not allow working hours that exceed applicable national, regional, and local laws and regulations applicable where the work is being completed. Local norms and expectations should dictate lesser targets, if necessary. Appropriate rest time, mealtime, and days off are to be provided to ensure a safe working environment and in accordance with all local laws or collective agreements. Suppliers are encouraged to consider religious norms (e.g., religious holidays) when offering overtime to workers. Suppliers should provide workers with adequate notice of overtime shifts. Suppliers are expected to keep and maintain complete and accurate records about working conditions (e.g., wage and working hour records), subcontractors, and labor agents. Suppliers should provide paper or electronic work schedules directly to employees as far in advance as practical. Suppliers must also ensure that there is a process in place to determine, monitor and control the working hours of employees (regular and overtime). Records include stop and start times, regular hours, and overtime for each employee.

Worker Records: Suppliers are required to keep up-to-date records of all employees, particularly migrant workers; this includes the basic contract terms, the workers' arrival and departure dates, and worker age. Suppliers are also encouraged to keep records of gender data and worker emergency contacts.

Boycotts: Suppliers must not participate in international boycotts that are not sanctioned by the United States government or applicable laws.

Issue Reporting: Workers will be aware of, and have access to, a supplier-provided complaints mechanism that is transparent, responsive, anonymous, unbiased, and confidential through which they can raise questions about, or report violations of supplier policies or expectations contained in this Supplier Code of Conduct, other workplace grievances, or legal or ethical violations. Intimidation or retaliation against workers reporting violations or reluctance to cooperate in investigations is prohibited.

Conflict Minerals: Suppliers shall comply with the conflict mineral provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act.

ENVIRONMENT, HEALTH, AND SAFETY

Safety: Supplier shall provide its employees with a safe and healthy working environment in accordance with applicable local and national laws which shall include **appropriate protection from exposure to hazardous materials**, adequate heat and ventilation, emergency egress, and reasonable and unrestricted access to basic hygiene facilities (e.g., handwashing stations, safe potable drinking water, clean toilet facilities, waste receptacles) at all Supplier-controlled worker environments (including housing, if applicable). We encourage Suppliers to provide toilet facilities that accommodate the number of workers and privacy for the individual. We encourage toilets (and showers, if applicable) to be separate for workers of different genders. If Suppliers provide a canteen or other food accommodations, they must include sanitary food preparation, storage, and eating facilities, and we encourage Suppliers to provide all workers with reasonable physical access to any food accommodations.

Working Conditions: Suppliers must provide adequate and appropriate procedure, monitoring, training, and protection for Employees from potential safety hazards and emergency situations. These shall include emergency reporting, Employee notification and evacuation procedures, appropriate first-aid supplies, fire detection and suppression equipment, and clear and unrestricted exits. Emergency exit routes should be clearly posted, preferably using infographics. Regular training and drills should be conducted to ensure Employees could execute response procedures in the event of an emergency. Supplier shall also provide, at no cost to the employee, appropriate and well-maintained personal protective equipment (PPE) when applicable. Suppliers shall ensure that educational and training materials associated with safety and potential hazards (including fire and weather emergencies) are disseminated to all Employees, as appropriate for their roles, and in their primary language. Health & Safety related protocols should be clearly displayed within the facility or on site of operations. Suppliers should document, investigate, and report to the appropriate authorities any incidents that result in injury to an Employee requiring care beyond basic first aid.

Machine Safeguarding: Suppliers are required to implement a regular machinery maintenance program. Production and other machinery must be routinely evaluated for safety hazards. Where appropriate, Suppliers are required to provide properly maintained machinery controls (e.g., physical guards, interlocks, barriers) when machinery presents an injury hazard to workers.

Workers Compensation: Suppliers shall maintain and keep in force, at their own expense, a worker's accident compensation scheme, whether public or private (such as worker's compensation insurance), as required by the applicable laws and regulations for all their employees that provide or perform any products or services for RhythmLink.

Environmental Compliance: Supplier shall comply with all environmental laws and regulations. Supplier shall have applicable environmental permits and registrations for the business sector in which the Supplier operates. Permits and registrations shall be maintained, kept current, and made available to RhythmLink for inspection on request.

Sustainability: Supplier should work to reduce the environmental impacts of their operations including natural resource consumption, material sourcing, waste generation, wastewater discharges, and air emissions. Suppliers should prevent accidental releases of hazardous materials into the environment and adverse environmental impacts on the local community. Suppliers should also have an environmental management system that identifies, characterizes, and inventories all operational and production impacts. RhythmLink encourages our suppliers to undertake initiatives to improve the health and well-being of any vulnerable or marginalized communities impacted by the supplier's actions.

Material Controls: Suppliers shall not directly or indirectly provide to RhythmLink any material or service from a country, person, or entity that is subject to U.S. or other regional, unilateral, and multilateral regulations that restrict transactions with specific foreign entities, persons, or countries (often referred to as denied, debarred, and/or restricted parties). Examples of entities and persons include but are not limited to, terrorists, organizations that fund terrorists, and/or parties guilty of trade violations.

PRODUCT SAFETY AND QUALITY:

Product Risk Assessment: Supplier is required to identify and manage risks associated with its products and not manufacture or sell products when it is not possible through proper design, procedures, and practices to provide an appropriate level of safety for people and the environment; specify precautions required in handling, transporting, using, and disposing of its products and take reasonable steps to communicate them to employees, customers, and others who might be affected; comply with all applicable laws and regulations and apply responsible standards where laws and regulations do not exist; work with government agencies and others, as appropriate, to develop responsible laws, regulations, and standards based on sound science and consideration of risk.

Product Safety: RhythmLink's suppliers must have an internal regulation concerning monitoring and maintaining product safety and comply with all applicable laws. Suppliers shall also ensure product safety by complying with all relevant regulatory requirements and restrictions applicable in the region to which the products are being supplied, such as but not limited to: the European Union's RoHS directive (Restriction of the uses of certain Hazardous Substances); REACH regulation (Registration, Evaluation, Authorization and Restriction of Chemicals); Waste Framework Directive including the information requirements defined for the SCIP database (Substances of Concern in Articles as such or Complex



Objects); the California Safe Drinking Water and Toxic Enforcement Act of 1986, commonly known as Proposition 65, codified at Cal. Health & Saf. Code §§ 25249.5–.13; and rules concerning materials safety and materials of animal origin.

Product Quality: Refer to RhythmLink Supplier Quality Agreement.

Obligation to Report: Refer to RhythmLink Supplier Quality Agreement.

Obligation to Communicate Changes: Refer to RhythmLink Supplier Quality Agreement

Labeling Laws: Refer to RhythmLink Supplier Quality Agreement. Also, supplier will adhere to all applicable laws and regulations regarding Product Content Restrictions prohibition or restriction of specific substances including labeling laws (for both source and end market countries) and regulations for recycling and disposal.

OTHER

Animal Welfare: Suppliers shall not associate themselves with the cruelty, neglect, exploitation, or inhumane treatment of animals.

Responsible Artificial Intelligence: Suppliers that develop (or contribute to developing), train, or use artificial intelligence (AI) must do so according to legal requirements and should strive to follow best practices for responsible AI.

Law Interpretation: It is recognized that, on occasion, there may be legitimate doubt as to the proper interpretation of the law. In such a circumstance, it is required that the supplier refer the question to a representative of RhythmLink who will aid in identifying the correct resource to interpret aspects of this Supplier Code of Conduct or other requirement.

Drug Free: At RhythmLink we are committed to providing an alcohol and drug free workplace. All suppliers must fully comply with the provisions of the Drug Free Workplace Act of 1988.