



KARL STORZ

THIRD PARTY CODE OF CONDUCT

STORZ
KARL STORZ — ENDOSKOPE



PREAMBLE & PURPOSE

We at **KARL STORZ**¹ believe that compliance with legal and ethical requirements is essential to longterm social and commercial success. Accordingly, the guiding principle of our business activities is to strive at all times for compliance with the highest ethical, social, and environmental business standards.

Therefore, KARL STORZ operates in compliance with all applicable laws, regulations and agreements. This applies with respect to all KARL STORZ locations, products and/or services, as well as to all business relationships. All executive bodies and employees of KARL STORZ follow the principles set out in the KARL STORZ Global Code of Conduct and internal policies which require at least the same standards as set out in this Third Party Code of Conduct (“**TP Code**”).²

KARL STORZ expects the same from its suppliers, distributors, agents, representatives, customers, research partners, and other business partners (each individually a “**THIRD PARTY**” and collectively the “**THIRD PARTIES**”).

Hence, it is crucial for us that THIRD PARTIES share our core principles as set out in this Third Party Code of Conduct.

¹ KARL STORZ includes KARL STORZ SE & Co. KG and all companies in Germany and abroad that are directly or indirectly majority-owned by KARL STORZ SE & Co. KG.

² Where applicable, KARL STORZ may share a specific policy with the THIRD PARTY based upon the nature of the activity being performed and the level of compliance standards expected.



1. WE EXPECT YOUR SUPPORT IN ONLY PROMOTING EFFECTIVE AND SAFE PRODUCTS

At KARL STORZ, we seek to ensure that our products and services in the market are safe and effective in accordance with applicable regulatory requirements. As such, THIRD PARTIES may only use or distribute such KARL STORZ products which meet these requirements.



2. WE EXPECT YOU TO SHARE OUR VIEW OF ZERO TOLERANCE FOR BRIBERY AND CORRUPTION

Business integrity

Being honest with each other is essential for developing trusting, long-lasting and successful business relationships. We expect open communication in our business relationships and encourage open discourse, also on critical matters.

Anti-corruption

KARL STORZ prohibits any form of corruption, extortion, and/or embezzlement. THIRD PARTIES must not violate applicable national and/or international anti-corruption provisions. These include, without limitation, the US Foreign Corrupt Practices Act (FCPA), the UK Bribery Act, any international anti-bribery conventions, and local anti-bribery provisions.

The THIRD PARTY must neither offer, provide, authorize, arrange, request, accept, take or otherwise tolerate, nor must it solicit, obtain promises of, or accept bribes (including money, gifts, or anything of value) in an effort to obtain an improper business advantage. Even if such behavior may be accepted as common practice in some countries, they are not permitted by this TP Code. This prohibition applies equally to dealings with representatives of the public and of the private sector.

Invitations and gifts

The THIRD PARTY shall not offer any invitations or gifts in an effort to gain improper influence of any kind. Where a KARL STORZ employee may accept a gift, there may not be any intent, or even perception, that the gift at hand may influence a business decision. In any case, local customs and value limits must always be taken into account when accepting or granting gifts. Further, the gift must be unsolicited, must not constitute a bribe or payoff, and must not be offered in exchange for consideration of any kind.

Prevention of conflicts of interest

Each and every THIRD PARTY is expected to base decisions solely on objective criteria. Any factor that may influence a THIRD PARTY's decision based on personal, business-related, or other conflicts of interest must be disclosed to KARL STORZ and eliminated from the outset.



3. WE EXPECT YOU TO COMPLY WITH ALL APPLICABLE LAWS

Compliance with applicable national and international laws

The THIRD PARTY shall comply with all applicable national laws, regulations, industry minimum standards, ILO and UN conventions, OECD conventions, and any other relevant statutory requirements, whichever requirements are more stringent, regardless of whether they are expressly referred to in this TP Code or other contractual arrangements between KARL STORZ and the THIRD PARTY or not.

Compliance with national and international trade and customs laws

The THIRD PARTY shall comply with all applicable local and international trade acts and customs laws of the countries in which the THIRD PARTY does business. KARL STORZ will not tolerate or permit any activities that are in violation of customs laws, international treaties, or foreign laws, including but not limited to false declarations, counterfeit visas, or illegal practices to evade trade restrictions or import quotas.

The THIRD PARTY shall comply with all applicable laws for the import and export of goods, services and information. Furthermore, the THIRD PARTY shall comply with applicable sanctions laws, particularly those of the EU, US and UK to the extent this is permitted to the THIRD PARTY without violating equally applicable anti-boycott laws and regulations.

Fair competition

KARL STORZ requires all THIRD PARTIES to conduct their business in compliance with applicable competition laws. Under these laws, companies must not improperly interfere with supply and demand. They must compete for orders, for example by offering reasonable prices, innovative products, or outstanding service. Prohibited activities include but are not limited to abusing a dominant market position and agreements or understandings between competitors that may have the appearance to influence pricing (e.g., price fixing, market sharing, group boycotts, price maintenance, unlawful price discrimination, trade restrictions, etc.). THIRD PARTIES shall employ fair business practices, including accurate and truthful advertising.



4. WE EXPECT FAIR TREATMENT OF PEOPLE AND THE PROTECTION OF THE ENVIRONMENT

Respect for human dignity

THIRD PARTIES shall respect human dignity in all business or scientific activities. This also applies to the handling of human bodies or body parts for scientific or educational purposes.

Prohibition of Child Labor

THIRD PARTIES shall not use child labor. Child labor is defined as the use of a person under the local minimum age for the relevant work. If the minimum age is below 18 years, it must be ensured that under no circumstances should persons under 18 years perform hazardous work. The employment is only permitted if they are above a country's legal age for employment or the age established for completing compulsory education. The minimum age for entering into an employment relationship in Germany is 16. However, in cases where the locally applicable age for the end of compulsory education is defined by law as 14 or 15, this lower age may apply pursuant to the exceptions for developing countries specified in ILO Convention No. 138. THIRD PARTIES have to ensure to comply with the ILO Conventions No. 138 (Minimum Age Convention) and No. 182 (Worst Forms of Child Labour Convention).

Freely chosen employment

THIRD PARTIES shall not use forced, bonded or indentured labor or involuntary prison labor. THIRD PARTIES have to ensure that they do not benefit from any such labor.

Equal and fair treatment of all employees

Equal and fair treatment of all employees must be ensured, including regarding recruitment, remuneration, access to training, promotion, rewards, termination, or retirement. All employees must have the same opportunities in these areas.

Non-discrimination

At the workplace, the THIRD PARTY shall not discriminate on the basis of ethnic origin, culture, religion, age, disability, skin color, sexual identity, ideology, sex, marital status, caste, pregnancy status, nationality, membership in workers' organizations including unions, political affiliation, or any other personal characteristics. Further, the THIRD PARTY must not support or tolerate such discrimination in recruitment, access to training, working conditions, assigned tasks, remuneration, benefits, promotions, disciplinary measures, termination of employment, or retirement.

Prohibition of intimidation, harassment, and abuse

The THIRD PARTY shall neither intimidate, harass, or abuse anyone, nor tolerate such behaviors.

Fair terms of remuneration

At a minimum, remuneration shall be calculated in compliance with applicable laws and paid immediately in full and on time in accordance with local regulations. Overtime must be appropriately reimbursed in accordance with local and international laws and regulations and collective bargaining agreements.

Prohibition of payroll deductions

The THIRD PARTY shall not make any payroll deductions that are unauthorized or not provided under applicable laws.

Working hours

To ensure the health, safety, and well-being of employees, the THIRD PARTY'S working hours must be in line with national laws, industry standards, and relevant international standards, whichever offer greater protection. The THIRD PARTY is expected to communicate to employees whether any overtime will be necessary and how it will be reimbursed.

Health and Safety

The THIRD PARTY shall fully comply with all applicable national laws concerning occupational health and safety at the work place.

Prevention of accidents, injuries, and hazards

The THIRD PARTY shall take appropriate measures to prevent occupational accidents and damage to health by minimizing occupational hazards to the extent possible.

Waste management, disposal of chemicals

KARL STORZ attaches great importance to protecting our environment and is committed to preserving the earth's limited resources. The THIRD PARTY shall ensure that all procedures and standards for waste management, the handling and disposal of chemicals and other hazardous materials as well as exhaust gas cleaning and wastewater treatment meet or exceed the minimum applicable legal requirements. KARL STORZ encourages THIRD PARTIES to strive to develop and implement environmental management and monitoring procedures that contribute to the recycling and reuse of materials and products, and to use environmentally friendly technologies.

Environmental permits and certifications, reporting obligations

The THIRD PARTY shall obtain all relevant environmental permits required by local regulations, keep them up to date, and meet all related requirements and reporting obligations.

Animal welfare

If animals are used as part of a work process, THIRD PARTIES must respect the dignity of animals and attach particular importance to animal welfare. THIRD PARTIES must treat animals humanely, with pain or stress kept to a minimum. In particular, the number of animals used in animal experiments must be kept as low as possible. Procedures should be continually optimised to minimise distress. Animal experiments may only be carried out insofar as they are essential. Where THIRD PARTIES use animal cadavers for scientific purposes, they must also respect the dignity of animals. Further, KARL STORZ expects all THIRD PARTIES to obtain all necessary official permits in advance when using animals.



5. WE EXPECT THE PROTECTION OF CONFIDENTIAL INFORMATION

Data protection

In order to safeguard the privacy rights of the company and any affected persons, the THIRD PARTY shall protect confidential information and shall use this information only for legitimate purposes. THIRD PARTIES who collect, process, use, save, or store personal information provided by KARL STORZ or information about KARL STORZ employees, customers, suppliers, or other THIRD PARTIES shall use this data exclusively to the extent necessary, complying with all applicable data protection laws.

Protection of intellectual property and confidentiality

The THIRD PARTY shall respect the intellectual property rights, trade secrets, and other confidential information of KARL STORZ and shall be responsible for protecting such rights and information. The THIRD PARTY shall not distribute, publish, use, reproduce, or disclose any confidential information without prior written approval by KARL STORZ. Any information or data related to KARL STORZ shall be treated confidentially at all times unless this information becomes public through no fault of the THIRD PARTY.



6. WE EXPECT COMPLIANCE WITH THE TP CODE

Assurance

The THIRD PARTY warrants to KARL STORZ that the THIRD PARTY, including all bodies, employees or other representatives of the THIRD PARTY, will comply with the principles set out in this TP Code, in particular with respect to human rights and environmental expectations.

Subcontractors

The THIRD PARTY further warrants to KARL STORZ that it will take into account the principles specified in this TP Code, in particular with respect to human rights and environmental expectations, when selecting subcontractors and will adequately address such expectations vis-à-vis their subcontractors.

If the THIRD PARTY identifies indications that a subcontractor has violated or is violating the principles specified in this TP Code, in particular with respect to human rights and environmental expectations, the THIRD PARTY is obliged to inform KARL STORZ immediately by using one of the reporting channels described below.

Compulsory training sessions

KARL STORZ may, at its own discretion, provide mandatory training to the THIRD PARTY with respect to the THIRD PARTY's obligations under this item.



7. MISCELLANEOUS

Bookkeeping

The THIRD PARTY must maintain accurate books and records and comply with applicable financial reporting requirements.

Self-assessments

The THIRD PARTY must conduct self-assessments at regular intervals to ensure compliance with this TP Code, especially with respect to human rights and environmental expectations.

Audit rights

In addition, formal audits may be conducted by KARL STORZ or appointed experts, as deemed appropriate by KARL STORZ, coupled with a process to address any deficiencies discovered in a timely manner. For this purpose, the THIRD PARTY shall permit KARL STORZ (and/or representatives acting on its behalf) access to sites, books and records within a reasonable time following a request from KARL STORZ.

Noncompliance with the conditions of this TP Code may result in serious consequences including but not limited to the withdrawal of KARL STORZ accreditation, termination of the business relationship, and/or notification of local authorities about any unlawful conduct.

Reporting

All employees of the THIRD PARTY must be required by the THIRD PARTY to report any violations of this TP Code, any further compliance obligations agreed with KARL STORZ, or any laws or regulations without such employees suffering any disadvantages as a result.

Information about known, suspected or alleged instances of noncompliance can be submitted to the KARL STORZ Compliance Hotline at any time by telephone and online at <https://go.karlstorz.com/ComplianceHotline>. The KARL STORZ Compliance Hotline is available 24 hours a day and also allows anonymous reports. All reports are treated confidentially and are investigated appropriately in accordance with applicable whistleblower protection laws.

Precedence of the English version

The original version of this TP Code is drafted in the English language. It may be translated into local languages. In case of discrepancies between the local version and the original English version, the latter shall prevail.

Contact

If you have any questions or comments regarding this TP Code or other compliance issues related to your business relationship with KARL STORZ, please feel free to contact us at any time via the following means:

- Email: compliance@karlstorz.com
- KARL STORZ Compliance Hotline: <https://go.karlstorz.com/ComplianceHotline>.

Governing law and dispute resolution

This TP Code and its interpretation shall be governed by German substantive law. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply. To the extent legally permissible, the sole place of jurisdiction for all disputes arising from the TP Code shall be Stuttgart, Germany.

Severability

If one or more provisions of this TP Code are or become invalid, the remainder of this TP Code shall not be affected thereby. The same shall apply if contractual loopholes become apparent. The relevant invalid or missing provision shall be replaced by a valid provision reflecting the sense and purpose of this TP Code.



New versions of this TP Code

Any new version of this TP Code shall replace the respective previous version within two weeks after the THIRD PARTY has received the new version in text form, unless KARL STORZ receives, within such time period, a notice in text form by which the THIRD PARTY objects to such new version.

We thank you very much for your trust and support.

Tuttlingen, December 2023

As THIRD PARTY under this TP Code, we hereby accept all terms and conditions of this TP Code.

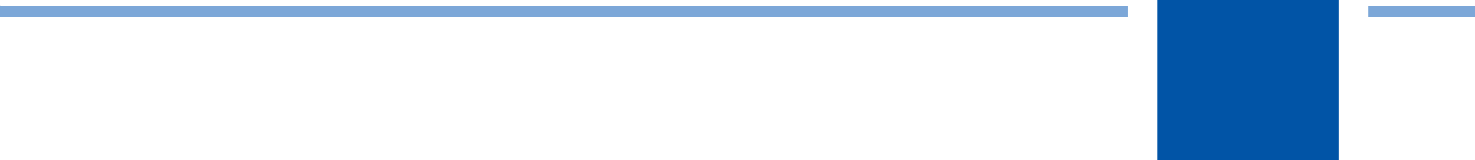
Name(s) of Undersigned:

Position(s) of Undersigned:

Place and date of signature(s):

Full name of company (THIRD PARTY) represented by the undersigned:





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