

### **Introduction**

Corporate integrity, responsible product sourcing, and the safety and wellbeing of workers across the global supply chain are of paramount importance to Establishment Labs. These principles apply to all aspects of Establishment Labs's business and encompass all raw materials manufacturers, distributors, vendors, and other suppliers (each a "**Supplier**" and collectively "**Suppliers**") that are part of the Establishment Labs products and services.

These principles are reflected in this Code of Conduct ("**Code of Conduct**"), which establishes the minimum standards that must be met by any Supplier that sells goods, provide services to, or, does business with Establishment Labs, regarding:

- Supplier's treatment of workers;
- workplace safety;
- the impact of Supplier's activities on the environment; and
- Supplier's ethical business practices.

### **Applicability**

This Code of Conduct applies to all Suppliers that provide goods or services to Establishment Labs. Supplier is responsible for compliance with the standards set out in this Code of Conduct ("**Standards**") throughout its operations and throughout its entire supply chain.

Without limiting Supplier's obligations hereunder, Supplier shall comply with the Standards in:

- all of its Facilities; and
- all of its operations, including with respect to manufacturing, distribution, packaging, sales, marketing, product safety and certification, intellectual property, labor, immigration, health, worker safety, and the environment.

Without limiting Supplier's obligations hereunder, Supplier is responsible for compliance with the Standards by all of its suppliers, vendors, agents, and subcontractors and their respective Facilities ("**Partner(s)**").

### **Slavery and Human Trafficking**

All labor must be voluntary. Supplier shall not support or engage in slavery or human trafficking in any part of its supply chain.

Without limiting Supplier's obligations hereunder, Supplier shall not, and shall ensure that its Partners do not, support or engage in, or require any:

- compelled, involuntary, or forced labor;
- labor to be performed by individuals under the age of eighteen (18);
- bonded labor;

- indentured labor; and
- prison labor.

### **Compliance and Documentation**

Supplier shall:

- Implement and maintain a reliable system to verify the eligibility of all workers, including:
  - age eligibility, and
  - the legal status of foreign workers.
- Implement and maintain a reliable recordkeeping system regarding the eligibility of all workers.

### **Hazardous Work**

Without limiting Supplier's obligations hereunder, Supplier shall not, and shall ensure that its Partners do not, support or engage in, or require any hazardous labor to be performed by any person under the age of 18. Hazardous labor involves any work that by its nature or the circumstances in which the work is undertaken involves the substantial risk of harm to the safety or health of the worker or coworkers if adequate protections are not taken.

### **Identification Papers**

Without limiting Supplier's obligations hereunder, Supplier shall not require any worker to surrender control over original:

- identification papers or documents giving a foreign worker the right to work in the country;
- identification papers or documents, such as a passport, giving a foreign worker the right to enter or leave the country; or
- documents, such as a birth certificate, evidencing the worker's age.

### **Financial Obligations**

Without limiting Supplier's obligations hereunder, Supplier shall not, whether or not as a condition to the right to work, require any worker (or worker's spouse or family member) to, directly or indirectly:

- pay recruitment or other fees or other amounts (monetary or in-kind);
- incur debt.
- make financial guarantees; or
- incur any other financial obligation.

### **Freedom of Movement**

Without limiting Supplier's obligations hereunder, Supplier shall ensure that workers have the right to freedom of movement without:

- delay or hindrance; or

- the threat or imposition of any discipline, penalty, retaliation, or fine or other monetary obligation.

Worker freedom of movement rights includes each worker's right to leave the Facilities without retaliation:

- at the end of each workday;
- based on reasonable health and safety-related justifications; and
- based on any reasonable circumstances, such as personal or family emergencies.

### **Freedom to Terminate Employment**

Without limiting Supplier's obligations hereunder, Supplier shall allow workers to terminate their employment or work arrangement:

- without restriction; and
- without the threat or imposition of any discipline, penalty, retaliation, or fine or other monetary obligation.

### **Compensation and Benefits**

Supplier must compensate all workers with wages, including overtime premiums, and benefits that at a minimum meet the higher of:

- the minimum wage and benefits established by applicable law;
- collective agreements;
- industry standards; and
- an amount sufficient to cover basic living requirements.

Supplier shall make wage in a frequency as indicated in the applicable local law and provide benefits on a timely basis.

Supplier's obligation to compensate and provide benefits applies to all workers at all times, including during periods of training, apprenticeship, and probation.

### **Documentation**

Supplier shall:

- provide proof of payment to workers in the workers' native language showing hours worked, wage amounts and rates (regular, overtime, and bonus), and deductions;
- ensure that proof of payment is accurate, is clearly calculated, and enables workers to quickly verify the amount of payment and method of calculation; and
- maintain proper documentation of wage payments for their internal records.

**Deductions**

Supplier shall not make any deductions from wages, except income tax withholding and any other that are legally allowed.

**Work Hours****Regular Work Hours**

Supplier shall not require or allow workers to work more than the maximum legally permitted number of regularly paid hours worked per week.

**Overtime Work Hours**

Additional overtime hours are voluntary and must not exceed the maximum legally permitted number of overtime hours worked per week.

**Rest and Lunch Breaks**

Supplier shall allow workers to take reasonable rest breaks, including bathroom breaks; and

**Other Requirements**

Supplier shall:

- not require workers to work more than twelve (12) hours per continuous 24-hour period;
- permit workers to take at least one regularly scheduled day off per seven-day schedule;
- not require workers who voluntarily work on their designated rest day to work on their designated rest day more than four (4) weeks in a row;
- not require workers to work on nationally recognized or religious holidays;
- permit workers to take paid or unpaid leave as allowed by local applicable law; and
- not require or ask workers to take work home.

**Documentation**

Supplier shall:

- use an industry-accepted time-keeping system to track worker work hours; and
- develop work-hour policies to ensure compliance with this Code of Conduct and applicable law.

**No Discrimination, Abuse, or Harassment**

Supplier shall not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement, or any other employment practice based on race, color, national origin, gender, gender identity, sexual orientation, military status, religion, age, marital or pregnancy status, disability, or any other characteristic other than the worker's ability to perform the job.

Supplier shall treat workers with respect and dignity.

Supplier shall not subject workers to corporal punishment, or physical, verbal, sexual, or psychological abuse or harassment. Supplier must not condone or tolerate such behavior by its Partners.

### **Health and Safety**

Supplier shall provide a safe, healthy, and sanitary working environment. Supplier shall implement procedures and safeguards to prevent workplace hazards, and work-related accidents and injuries, including procedures and safeguards to prevent industry-specific workplace hazards, and work-related accidents and injuries, that are not specifically addressed in these Standards.

General and industry-specific procedures and safeguards include those relating to:

- health and safety inspections;
- equipment maintenance;
- maintenance of Facilities;
- worker training covering the hazards typically encountered in their scope of work;
- fire prevention; and
- documentation and recordkeeping.

Supplier shall provide workers adequate and appropriate personal protective equipment to protect workers against hazards typically encountered in the scope of work.

### **Facilities**

Supplier shall:

- ensure that all Facilities meet all applicable building codes and industry design and construction standards;
- obtain and maintain all construction approvals required by law;
- obtain and maintain all zoning and use permits required by law;
- without limiting Supplier's obligations hereunder, ensure that all Facilities have:
  - an adequate evacuation plan;
  - adequate, well-lit (including emergency lighting), clearly marked, and unobstructed emergency exit routes, including exits doors, aisles, and fire-rated enclosed stairwells;
  - a sufficient number of emergency exit doors, which are located on all sides of each building, are unlocked (from the inside), and are readily opened from the occupied side and swing in the direction of emergency travel;
  - visible and accurate evacuation maps posted in the local language, and including a "you are here" mark;
  - adequate ventilation and air circulation;
  - adequate lighting;

- adequate first aid kits and stations;
- adequate fire safety, prevention, alarm, and suppression systems;
- adequate access to potable water; and
- adequate access to private toilet facilities.
- post safety rules, inspection results, incident reports, and permits, in each case, as required by law.

If Supplier provides dining facilities for its workers, it shall provide safe, healthy, and sanitary facilities (including food preparation and storage areas) that comply with all the Standards set out in the Health and Safety section of this Code of Conduct. Without limiting Supplier's obligations hereunder, Supplier shall obtain and maintain all food preparation permits and health certificates required by law.

### **Freedom of Association and Collective Bargaining**

Supplier shall respect, and shall not interfere with, the right of workers to decide whether to lawfully associate with groups of their choice, including the right to form or join trade unions and to engage in collective bargaining.

Without limiting Supplier's obligations set out above, Supplier shall not:

- take any action to prevent or suppress the workers' exercise of freedom of association or collective bargaining rights;
- discriminate or retaliate against, or discipline or punish, any worker who supports or exercises freedom of association or collective bargaining rights;
- discriminate or retaliate against, or discipline or punish, any worker who raises collective bargaining compliance issues; or
- discriminate or retaliate against, or discipline or punish, any worker based on union membership or the worker's decision to join or not join a union.

### **Environmental Protection**

#### **Operation of Supplier's Facilities**

Supplier shall operate its Facilities in compliance with all environmental laws, including laws and international treaties relating to:

- waste disposal;
- emissions;
- discharges; and
- hazardous and toxic material handling.

**Inputs and Components**

Supplier must ensure that the goods that it manufactures (including the inputs and components that it incorporates into its goods) comply with all environmental laws and treaties. Supplier must ensure that it will only use packaging materials that comply with all environmental laws and treaties.

**Gifts and Entertainment**

Supplier must maintain the highest ethical standards. Supplier must not offer cash, favors, gifts, or entertainment to Establishment Labs's team members. Supplier shall also comply with Establishment Labs's Foreign Corrupt Practices Act (FCPA) policy.

**Report Violations**

Supplier shall self-report any violations of the Code of Conduct through the Establishment Labs reporting site <https://establishmentlabs.ethicspoint.com>.

Supplier can also submit questions and comments regarding the Code of Conduct, to Establishment Labs' liaison set out below:

[CONTACT PERSON'S TITLE]

[EMAIL]

Supplier shall not retaliate or take disciplinary action against any worker who has, in good faith, reported violations or questionable behavior, or who has sought advice regarding this Code of Conduct.

**Compliance with Laws**

Supplier shall comply with all applicable laws and regulations, including laws and regulations relating to all the Standards. Where this Code of Conduct requires Supplier to meet a higher standard than set out by law or regulation, Supplier shall meet such higher standards. Supplier acknowledges that these Standards set out audit standards that Establishment Labs may use to determine whether Supplier is meeting the requirements set out in this Code of Conduct.

Supplier acknowledges that Establishment Labs may in its discretion conduct inspections of the Facilities to confirm Supplier's compliance with this Code of Conduct. Establishment Labs has no obligation to conduct inspections.

**Termination**

Establishment Labs may immediately terminate its business relationship including any purchase order(s) and active purchase or service contracts with Supplier if Supplier fail to meet the Standards.

**Confirmation of Compliance with Establishment Labs Suppliers Code of Conduct (the "Code")**

I have received and read a copy of this Code regarding compliance with laws and hereby certify that I have read and understood it, and am following this Code, including all particulars set forth therein. I have no knowledge of any questionable payment paid or received, or of any undisclosed funds, or any other prohibited conduct referred to in this Code.

To the best of my knowledge, the employees who report to me whose responsibilities are such that they could violate this Code are familiar with this Code and they have complied with it. I agree that, if in event I know or suspect a violation of this Code, I will report that violation in accordance with the procedures provided for in this Code.

**“By signing this document, you confirm you have read, understood, and you are committed to complying with the Establishment Labs Suppliers Code of Conduct Policy.”**



