

# SUPPLIER CODE OF CONDUCT

Weibel Scientific A/S (“Weibel”) requires all of its suppliers to adhere to this Code of Conduct for Suppliers when conducting their business.

If Weibel and the Supplier has entered into an agreement, the definitions set out in such agreement shall have the same meaning herein.

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## Lawfulness

The Supplier shall know and comply with all applicable federal, state local and foreign laws, ordinances, regulations, codes, rules, and orders pertaining to the Supplier and its business and inform Weibel of any issues and/or information, which might affect Weibel.

## Anti-Corruption and Bribery principles

The Supplier shall prohibit corruption and bribery at all times and in any form, including active and passive bribery and corruption in the private and public sphere. This means that the Supplier shall abstain from:

- a. Promising, offering, giving to a public official, directly or indirectly, an undue advantage, for the official himself or herself or another person or entity, in order that the official act or refrain from acting in the exercise of his or her official duties;
- b. Accepting the solicitation by a public official, directly or indirectly, of an undue advantage, for the official himself or herself or another person or entity, in order that the official act or refrain from acting in the exercise of his or her official duties;
- c. Promising, offering or giving, directly or indirectly, an undue advantage to any person who directs or works, in any capacity, for a private sector entity, for the person himself or herself or for another person, in order that he or she, in breach of his or her duties, act or refrain from acting;
- d. The solicitation or acceptance, directly or indirectly, of an undue advantage by any person who directs or works, in any capacity, for a private sector entity, for the person himself or herself or for another person, in order that he or she, in breach of his or her duties, act or refrain from acting.

## Gifts and Hospitality

- a. Is limited to reasonable and bona fide expenditures, meaning without any intention to deceive the recipient;
- b. Does not improperly affect, or might be perceived as improperly affecting, the recipient's independence of judgement towards the giver;
- c. Is neither offered nor received too frequently or at an inappropriate time.

## Facilitation payments

Recognizing that facilitation payments are bribes and illegal in most jurisdictions, the Supplier should ensure;

- a. To prohibit the use of facilitation payments.
- b. That in instances where the Supplier may be confronted with exigent circumstances, in which the making of a facilitation payment can hardly be avoided, such as duress or when the health, security or safety of its employees are at risk, facilitation payments made under such circumstances, shall be accurately accounted for in Supplier's books and accounting records as well as reported to relevant authorities.

### **Conflict of Interest**

If or when Supplier makes use of direct or indirect political contributions, charitable contributions and sponsorships, it shall ensure that they are:

- a. Not used as a subterfuge for bribery.
- b. Made transparent.

### **Agents, intermediaries and other third parties**

The Supplier must ensure that agents, intermediaries and other third parties acting on the Consultant's behalf will comply with obligations not less restrictive than the obligations in the Code of Conduct for Suppliers.

## **Human rights including labor rights**

### **No slavery, servitude or forced labor**

The Supplier will comply with the following:

- a. The Supplier will not making use of slave, forced or compulsory labor in any form;
- b. The Supplier will at all times ensure that employees are free to resign;
- c. The Supplier will at all times ensure that all feasible measures are taken to prevent workers from falling into debt bondage through company loans or otherwise

### **Children's and young people's right to protection from exploitation (no child labor)**

The Supplier will comply with the following:

- a. The Supplier will not engage children under the age of 15 (and with respect to American legislation, the Supplier will not engage children under the age of 18 in the United States of America).
- b. The Supplier will not engage children under the age of 18 for work which is likely to harm their health, safety or morals;
- c. The Supplier will not engage children between the ages of 15 and 18 for work that may hinder their education or compromise their health.

### **Right to non-discrimination**

The Supplier will comply with the following:

- a. The Supplier will not discriminate on the basis of race, color, sex, language, religion, political or other opinion, national or social origin, property, birth or other status such as ethnic origin, disability, age, health status, parental or marital status or sexual orientation, except when justified by reasons intrinsic to specific work requirements, and in particular:

- a. Provide a work environment free from any form of harassment, particularly sexual harassment, intimidation or bullying;
- b. Ensure that promotion and termination are based on legitimate non-discriminatory business reasons, such as experience and competence;
- c. Ensure equal pay for equal work is paid without distinction based on grounds mentioned above, taking into account differences in wages by country and region;
- d. Not view affirmative action policies as discriminatory.

## **Environment**

The Supplier shall take responsibility for the environment and take steps to minimize adverse impacts on the environment. The Supplier shall:

- a. Comply with all applicable environmental laws and regulations and shall obtain and maintain all the required environmental permits, licenses, approvals and registrations.
- b. Take measures to develop systems, processes and invest to minimize environmental impacts from its operations and across the supply chain.

## **Economic Sanctions**

The Supplier represents that it (including its employees, officers, directors, subsidiaries, direct or indirect shareholders or any other person or entity having a direct or indirect ownership or controlling interest in it) is not the target of economic sanctions or restrictions imposed by the United States of America, the United Kingdom and/or any country having put in place trade regulations and/or economic sanctions and restrictions or an international trade organization (including the European Union and the United Nations).