

SUPPLIER CODE OF CONDUCT

Introduction

Corporate integrity, responsible product sourcing, and the safety and wellbeing of workers across the global supply chain are of paramount importance to BioTelemetry, Inc. and its affiliates (collectively, “BioTelemetry”). These principles apply to all aspects of BioTelemetry’s business, and encompass all manufacturers, distributors, vendors, suppliers, contractors, subcontractors, and their agents (each a “Supplier” and collectively “Suppliers”) that supply products or services to BioTelemetry.

These principles are reflected in this Code of Conduct (“Code of Conduct”), which establishes the minimum standards that must be met by any Supplier while conducting business with or on behalf of BioTelemetry. To the extent the International Labour Organization (ILO)’s core conventions, the Universal Declaration of Human Rights, or the United Nations Guiding Principles for Business and Human Rights provide for higher standards, Supplier is expected to meet those standards. By communicating these standards to Suppliers, BioTelemetry is not conferring any rights or remedies to any third parties.

Applicability

This Code of Conduct applies to all Suppliers that provide goods to BioTelemetry. 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 where services or goods destined for BioTelemetry are manufactured, distributed, packaged or otherwise handled (“Facility(ies)”); 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)”).

LABOR AND HUMAN RIGHTS

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; bonded labor; indentured labor; and prison labor. Suppliers shall not require monetary deposits or retain identity papers or work permits as a condition of work.

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.

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.

Child Labor

Supplier will not use child labor. "Child" means any person under age 15, under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is greatest. Workers under the age of 18 will not perform work that is likely to jeopardize their health or safety, including night shifts and overtime. Suppliers may use legitimate, properly managed apprenticeship programs, such as student internships.

Health and Safety

Supplier shall provide all workers with access to a safe and healthy workplace including, but not limited to, accessible and clean toilets, safe drinking water, sanitary facilities for food storage and adequate fire exits. Suppliers are expected to have a worker health and safety program addressing physical, chemical, and biological hazards in the workplace.

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. Wages and benefits must be paid/provided in a timely manner.

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 from wages as a disciplinary measure will not be permitted nor will any deductions from wages not provided for by national law or local law be permitted

Work Hours

Supplier must not require workers to work more than the maximum hours of daily labor set by local and national laws or regulations. Suppliers must ensure overtime is voluntary and paid in accordance with local and national laws or regulations. A workweek should not be more than 60 hours a week, including overtime, except in emergency or unusual situations. Workers should be allowed at least one day off per seven-day week.

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.

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.

ENVIRONMENTAL

Regulatory Compliance

Supplier will comply with all applicable environmental laws and regulations regarding hazardous materials, air emissions, waste, and wastewater discharges, including the manufacture, transportation, storage, disposal, and release to the environment of such materials.

Resource Efficiency and Clean Energy

Throughout their operations, Supplier will work to reduce consumption of resources, including raw materials, energy, and water. Supplier will track, document, and work to minimize energy consumption and greenhouse gas emissions, and seek ways to improve energy efficiency and use cleaner sources of energy. Supplier will strive to reduce, reuse and recycle material within their manufacturing operations. Recycling processes will employ closed-loop systems wherever possible to achieve maximal use of a material or product.

Hazardous and Restricted Substances

Supplier will identify and manage chemicals and other materials that pose a hazard to the environment, to ensure their safe handling, use, storage, and disposal. Supplier will identify, monitor, control, treat, and reduce hazardous air emissions, wastewater, and waste generated from its operations. Suppliers will adhere to our requirements restricting use of specific substances, including labeling for recycling or disposal.

ETHICS AND COMPLIANCE

Conflicts of Interest

Supplier will avoid even the appearance of conflicts of interest in their work with us, and will immediately disclose any known family or other close personal relationships with our employees who have an influence over their engagements with us.

Anti-Corruption

Supplier shall not participate in bribes or kickbacks of any kind, whether in dealings with public officials or individuals in the private sector. BioTelemetry is committed to observing the standards of conduct set forth in the U.S. Foreign Corrupt Practices Act (“FCPA”) and the anti-corruption and anti-money laundering laws of the countries in which BioTelemetry operates. Supplier must comply with all applicable anti-corruption and anti-money laundering laws, including the FCPA, as well as laws governing lobbying, gifts, and payments to public officials, political campaign contribution laws, and other related regulations.

Responsible Materials Sourcing

Supplier will maintain a policy reasonably assuring that any tantalum, tin, tungsten, and gold in products they manufacture does not directly or indirectly benefit armed groups that commit human rights abuses in or near the Democratic Republic of the Congo. Supplier will exercise, and will make available to us upon request, due diligence on the source and chain of custody of these minerals.

Compliance with Applicable Laws

BioTelemetry expects Supplier to comply fully with all applicable laws, including but not limited to all applicable international trade laws affecting the transfer of goods, services, software and technology across national borders, (including economic sanctions, export controls and anti-boycott regulations), all applicable healthcare laws and all applicable anticorruption laws. Suppliers must not be ineligible to participate in the U.S. federal health care programs or U.S. federal procurement or nonprocurement programs. Suppliers must also not be on the U.S. General Services Administration's List of Parties Excluded from Federal Programs (epls.arnet.gov) or the USHHS/OIG List of Excluded Individuals/Entities (www.hhs.gov/oig).

Intellectual Property

Supplier will respect intellectual property rights, and will conduct technology and know-how transfers in a manner protecting intellectual property rights. Supplier will protect and responsibly use the intellectual property assets of BioTelemetry.

Confidentiality

Supplier shall safeguard BioTelemetry's confidential and proprietary information and ensure that BioTelemetry, worker, customer and patient privacy rights are protected.

COMPLIANCE WITH THIS CODE OF CONDUCT

Documentation

Supplier shall maintain documentation necessary to demonstrate conformance with these Expectations and compliance with applicable laws and regulations. This documentation must be made available for BD's review upon request.

Report Violations

Supplier shall self-report any violations of the Code of Conduct. Supplier can also submit questions and comments regarding the Code of Conduct, to BioTelemetry's liaison at compliance@biotelinc.com

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. If you wish to report actions inconsistent with this Code of Conduct, you may contact BioTelemetry's ethics hotline at 877-325-5397.

While Suppliers are expected to self-monitor and demonstrate their compliance with this Code of Conduct, Supplier acknowledges that BioTelemetry may in its discretion conduct inspections of the Facilities to confirm Supplier's compliance with this Code of Conduct. BioTelemetry has no obligation to conduct inspections or review Supplier's compliance with this Code of Conduct and assumes no liability or responsibility for the actions or commissions of Supplier.

Termination

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