

SUPPLIER CODE OF CONDUCT

INTRODUCTION

Burlington Medical, LLC (“Burlington”) has a long tradition of supporting caregivers and protecting patients through a diversified portfolio of industry-leading medical products. Burlington operates to the highest standard of honesty and integrity.

Burlington is committed to ensuring that its employees, customers, communities, and the environment are treated with dignity and respect, maintaining the highest ethical standards of business conduct and compliance with all applicable law. Burlington expects its commitment to ethical business practices to be joined by all of its suppliers and sub-suppliers, its team, community, retailers, distributors, wholesalers, and other partners. Burlington requires that those companies who are approved as partners with Burlington will follow the same philosophy.

For these reasons, Burlington has established this Supplier Code of Conduct. Compliance with this Code is required of all suppliers and is the responsibility of each individual supplier. Suppliers shall ensure that their employees and subcontractors comply with this Code when supporting Burlington. Failure to comply with this policy will be sufficient cause for Burlington to exercise its right to end its relationship with the supplier.

COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS

All business activities of Burlington’s suppliers must conform to, respect and obey all applicable national and local legal requirements, customs, and published industry standards pertaining to employment and manufacturing. If statutory requirements and published industry standards conflict, suppliers must, at a minimum, be in compliance with the one which, by law, takes precedence.

EMPLOYMENT PRACTICES

Human Rights:

Like Burlington, its suppliers must respect human dignity and human rights. Suppliers must maintain at all times a workplace free of discrimination, harassment, and abuse of any kind or nature and comply with all anti-discrimination, anti-retaliation, and anti-harassment laws whether local, state or federal.

Prison, Forced Labor or Modern Slavery:

All forms of forced labor, as defined by the International Labour Organization’s 11 indicators of forced labor, or modern slavery are prohibited. This includes human trafficking or the use of any form of forced labor or modern slavery and all forms of incarcerated labor. Burlington’s suppliers shall not threaten workers with the use of physical punishment, confinement, threats of violence or other forms of physical, sexual, psychological or verbal harassment or abuse as a method of discipline or control. Further, Burlington suppliers shall prohibit the following actions: engaging in any form of trafficking of persons, including sex trafficking; using force, fraud, or coercion for the purpose of subjecting a person to involuntary servitude; using forced labor in the performance of

any work; using misleading or fraudulent practices during the recruitment of its employees or offering of employment, such as failing to disclose, in a format and language understood by their employee or applicant, basic information; making material misrepresentations during the recruitment of their employee regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, and if applicable, the hazardous nature of the work; engaging in child labor, forced, involuntary prison labor, slavery, trafficking of persons, physical punishment or inhumane work conditions; or failing to pay minimum wage. Burlington expects its suppliers to conduct human rights due diligence of their own suppliers and mitigate the risk of human trafficking and slavery in their supply chain.

Child Labor:

The use of child labor by suppliers is strictly prohibited and Burlington's suppliers are prohibited from using underage workers. An underage worker is any person under the minimum employment age according to the laws of the jurisdiction where their employee performs work, or, in the absence of law, under the minimum age for completing required education. Suppliers shall not employ anyone younger than 14-years-old, regardless of the country's minimum working age. Minors may only be employed to work and only be permitted to work during periods of time when they are not required by law to attend school except as may be permitted under apprenticeship or other similar programs in which the minor is lawfully participating. Suppliers must have hiring practices that verify accurately age and ability to work legally.

Working Hours:

Suppliers must ensure that all employees supporting Burlington do so in compliance with all applicable national and local labor laws and with published industry standards pertaining to the number of hours and days worked. Suppliers must ensure their employees will not be required to work more than the limits on regular and overtime hours allowed by local law.

Compensation:

Supplier employees must be fairly compensated and provided with wages and benefits that comply with applicable national and local laws. This includes appropriate compensation for overtime work and other premium pay situations required by applicable national and local laws. Suppliers shall clearly define on a regular basis their respective wages and other payments to employees in compliance with applicable law. Suppliers will not use wage deductions against their employees as a disciplinary measure. All wages and other payments by Suppliers must meet applicable statutory and legal provisions/laws and/or mandatory local standards.

Harassment and Discrimination:

Suppliers shall be committed to provide a workplace free of harassment and unlawful discrimination, and equal opportunities. Burlington will not tolerate any form of harassment, verbal or physical, or discrimination in suppliers' operations. Suppliers shall not engage in discrimination based on race, color, age, gender, sexual orientation, gender identity, creed, national origin, legally protected leave or veteran status, ethnicity, disability, pregnancy, religion, political affiliation, union membership, medical condition, religious observances, civil status or any other

federal, state or local law applicable to the Supplier's employees and applicants in recruitment, hiring, and employment practices such as promotions, rewards, and access to training. Suppliers' employees must be able to bring reports of suspected harassment and discrimination to the Supplier without fear of retaliation.

Workplace Environment:

Suppliers must ensure that the workplace is safe, clean, and not harmful to the health of its employees and independent contractors, including workers with special requirements. Any working conditions at the workplace or on the Suppliers' premises that violate applicable law and/or regulation are prohibited. Suppliers shall provide their employees with safe and healthy working and, where provided, living conditions. At a minimum, potable drinking water, adequate, clean restrooms, adequate ventilation, fire exits and essential safety equipment, an emergency aid kit, access to emergency medical care, and appropriately-lit work stations must be provided. In addition, facilities must be constructed and maintained in accordance with the standards set by applicable codes and ordinances.

Workplace Safety:

Suppliers shall train their employees on a regular basis regarding health and safety in the workplace, including fire evacuation drills involving employees working on all shifts, at least once every 12 months, unless required more frequently by law. Suppliers shall provide workers with job-related, appropriately maintained and required personal protective equipment. Suppliers shall have a procedure for workers to report health and safety incidents and near-misses to the Supplier, as well as a system to investigate, track, and manage such reports. Suppliers shall implement documented corrective action plans to mitigate risks, provide necessary medical treatment, and facilitate workers' return to work.

Freedom of Association and Organization:

Suppliers shall not restrict the right of workers to freely associate with others, establish and join (or refrain from joining) workers' associations. Suppliers shall neither restrict the right to carry out collective negotiations in accordance with national laws and regulations nor discriminate against workers for exercising their rights and movement. In the absence of formal representation, Suppliers must ensure that workers have a mechanism to report grievances and that facilitates open communication between management and workers.

Reduction in Force:

If Suppliers are required by economic circumstances to have a significant reduction in force, Suppliers should comply with federal and local applicable law. Where possible, and consistent with applicable law, Suppliers should give affected employees at least 60 days advance written notice before the date of termination.

Reporting and Non-Retaliation:

Suppliers must provide their employees with a process to raise any legal or ethical concerns without fear of retaliation. All applicable anti-retaliation, reporting, and whistleblower laws must be complied with by Burlington suppliers.

VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

Supplier shall participate in E-Verify when required by applicable law necessary to satisfy customer, governmental, or contractual requirements applicable to the goods or services being supplied.

ENVIRONMENTAL PRACTICES

Environmental Protection:

Suppliers shall comply with applicable environmental and safety laws and regulations. This includes handling waste, chemicals, dangerous materials/substances (e.g. REACH/SVHC, RoHS, Prop 65, PFAS etc.), and effective control of wastewater discharges and air emissions. Suppliers shall train workers about proper handling of dangerous materials and substances and other environmental operational controls. Each Supplier shall obtain, keep current, and comply with all required business operating licenses and environmental permits and shall comply with the reporting requirements of applicable permits, law, and regulations and have objective evidence in place of meeting requirements.

Reducing Waste:

Suppliers shall, as practical, implement a systematic approach to reduce hazardous substances, non-hazardous waste, water use and wastewater, air emissions that pose a hazard to the environment, energy and natural resource consumption, hazardous substance consumption, and noise.

ETHICAL PRACTICES

Anti-Corruption and Bribery:

Bribery, fraud, and other forms of corruption are strictly prohibited. Neither Burlington nor its suppliers, or any of their employees or representatives, directly or indirectly pay, promise to pay, or authorize the payment of money or anything of value to a government official or any other person in order to influence a decision or to secure any improper advantage. All applicable anti-corruption and anti-bribery laws including, but not limited to, the U.S. Foreign Corrupt Practices Act, must be complied with by all Burlington suppliers.

Competition and Fair Dealing:

All businesses, including Burlington benefit from fair competition in the market place. Burlington is committed to ensuring it and its suppliers operate on a level playing field. Burlington's suppliers shall not take any unfair advantage through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other illegal trade practice. Supplier shall

not engage in price fixing, bid rigging, allocation of markets or customers, or similar illegal anti-competitive activities. Conflicts of interest are to be avoided.

Burlington unequivocally opposes any actions by its suppliers that result in collusion to establish barriers to entry for other organizations seeking to enter the sector, or any other collusive actions that inhibit competition. This includes, but is not limited to, the creation of exclusive agreements, predatory pricing, or other tactics intended to unjustly restrict the ability of new competitors to enter the market.

Conflict Minerals:

Suppliers will provide suitable documentation verifying the sources of conflict minerals used in products sold/provided to Burlington, if applicable.

Trading:

Suppliers must comply with all valid and applicable laws when importing and exporting goods and services. Suppliers are responsible for complying with the trade laws and regulations applicable to their own business operations and transactions, including ensuring they do not transact with with entities and persons on the Office of Foreign Assets Control's sanctions list.

CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY:

Each supplier shall take reasonable steps to maintain the confidentiality of all proprietary and nonpublic information entrusted to it on behalf of Burlington. Supplier shall protect Burlington's confidential information against misuse or unauthorized disclosure with at least a reasonable degree of care. Supplier shall not use any of Burlington's confidential, proprietary, or nonpublic information for its own benefit or to Burlington's detriment. Suppliers shall understand their role as custodians of customers' information. Intellectual property rights shall be respected, and all use of technology, information, and know-how shall be conducted in a manner which does not endanger the intellectual property of Burlington.

DATA PRIVACY

Suppliers must protect the reasonable privacy expectations of personal information of everyone they do business with, including suppliers, customers, consumers, and employees. Suppliers must comply with privacy and information security federal, state and local laws and regulatory requirements when personal information is collected, stored, processed, transmitted, and shared.

IT and Information Security:

Supplier shall implement and maintain a written information security program that includes administrative, technical, and physical safeguards designed to (i) protect the confidentiality, integrity, and availability of Burlington's Confidential Information, and (ii) prevent unauthorized access, use, disclosure, alteration, or destruction of such information. Supplier's security program should be consistent with industry best practices and commensurate with the level of risk and the sensitivity of the information that Suppliers manage.

Supplier shall promptly (and in no event later than 72 hours) notify Burlington of any actual or reasonably suspected security breach, incident, or unauthorized access involving Burlington's Confidential Information and shall cooperate fully in any investigation, mitigation, or remediation efforts. Supplier shall ensure that any subcontractors or third parties with access to Burlington's Confidential Information are subject to written obligations at least as protective as those set forth herein.

AUDITS AND ASSESSMENTS

Burlington may use its own audit process, and/or external auditors, to assess compliance. Burlington may also ask for periodic self-assessments. There shall be a process for written corrective action for deficiencies identified in audits, assessments, and inspections. Satisfactory documentation shall be completed, on time, which lists action steps required to correct the deficiencies.

Disclosure of information:

Information regarding supplier labor, health and safety, environmental practices, business activities, structure, financial situation, and performance is to be accurately disclosed in accordance with applicable regulations and prevailing industry practices. Falsification of records or misrepresentation of conditions or practices in the supply chain is unacceptable and will be cause for termination of the business relationship with Burlington. Suppliers shall grant Burlington, its representatives, or agents' access to facilities and relevant records associated with the products or services provided to Burlington.

Reporting and Non-Retaliation:

Suppliers must provide their employees with a process to raise any legal or ethical concerns without fear of retaliation. All applicable anti-retaliation, reporting, and whistleblower laws must be complied with by Burlington suppliers.

SUPPLIER DECLARATION

[Supplier Name]. acknowledges the Supplier Code and seeks to conform with it.

Signed:

Name:

Role:

Date: