
SUPPLIER CODE OF CONDUCT



ARGON MEDICAL DEVICES, INC.

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Introduction

Argon Medical, Inc. ("Argon") has established a culture of integrity, respect, responsiveness, people management and delivering exceptional results. As an extension of this culture, Corporate integrity, responsible product sourcing, and the safety and wellbeing of workers across the global supply chain are of paramount importance to Argon Medical.

These principles apply to all aspects of Argon's business, and encompass all manufacturers, distributors, vendors, and other suppliers (each a "Supplier" and collectively "Suppliers") that supply goods and services used in the products that Argon sells. These principles are reflected in this Supplier Code of Conduct ("Code of Conduct"), which establishes the minimum standards that must be met by any Supplier that sells goods to or does business with Argon regarding:

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

Applicability

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

Without limiting Supplier's obligations, Supplier will 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.

Supplier is responsible for compliance with the Standards by all of its suppliers, vendors, agents and subcontractors and their respective facilities ("Partner(s)").

1.0 HUMAN RIGHTS AND LABOR PRACTICES

1.1 Slavery and Human Trafficking

Suppliers are expected to comply with all applicable national and/or local laws and regulations relating to human rights, labor and employment.

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

Supplier will not, and will ensure that its Partners do not, support or engage in, or require any:

- Compelled, involuntary, or forced labor;
- Labor to be performed by children;
- Bonded labor;
- Indentured labor; or
- Prison labor

Supplier will Implement and maintain a reliable system to verify the eligibility of all workers, including the age eligibility and legal status of foreign workers.

1.2 Hazardous work

Supplier will not, and will 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.

Suppliers must comply with local safety, health and environmental laws and regulations, and provide personal protective equipment when required. Suppliers shall

have a Safety, Health and Environment management system of their own in place that takes adequate steps to prevent accident and injury to health and safety. Suppliers are expected to have in place an Occupational Health program that continuously improves working conditions for the supplier's employees with the goal of reducing injuries that might occur at work.

1.3 Identification Papers

Supplier must comply with applicable immigration and related laws to ensure that employees may work in the country where the employees are providing services.

Supplier will 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.

1.4 Financial Obligations

Supplier will 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, whether monetary or in-kind;
- Incur debt;
- Make financial guarantees; or
- Incur any other financial obligations

1.5 Freedom of movement

Supplier will 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 include each worker's right to leave the Supplier's 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.

1.6 Freedom to Terminate Employment

Supplier will 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 except as permitted by a contractual obligation that does not otherwise violate this Code of Conduct.

1.7 Compensation and Benefits

Supplier must compensate all workers with wages, including overtime premiums, and benefits that a minimum meet the higher of the minimum wage and benefits established by applicable law or collective agreements.

Supplier will, upon request,

- provide proof of payment to workers in the workers' native language showing hours worked, wage amounts and rates (regular, overtime, and bonus), and deductions; and
- 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 clearly describes any deductions that are made.

1.8 Deductions

Supplier will not make any deductions from wages, except tax withholding and those deductions that are legally allowed.

1.9 Work Hours

Supplier will



- not require workers to work more than 18 hours per continuous 24-hour period;
- permit workers to take at least one regularly scheduled day off per seven-day schedule; and
- permit workers to take paid or unpaid leave as allowed by law; and

Supplier will 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.

1.10 No Discrimination, Abuse, or Harassment

Supplier will 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 will treat workers with respect and dignity and will not subject workers to corporal punishment, or physical, verbal, sexual, or psychological abuse or harassment. In addition, Supplier must not condone or tolerate such behavior by its Partners.

2.0 SAFETY, HEALTH AND THE ENVIRONMENT

2.1 Health and Safety

Supplier will provide a safe, healthy, and sanitary working environment. Supplier will 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, including but not limited to, those relating to:

- health and safety inspections;
- equipment and facility maintenance;

- worker training covering the hazards typically encountered in their scope of work;
- fire prevention; and
- documentation and record keeping.

Suppliers shall have procedures and systems in place to track and report occupational injuries, illnesses, and exposure of workers to chemical, biological and physical agents in the workplace.

2.2 Working Environment

Supplier will:

- ensure that all Supplier facilities meet all applicable building codes and industry design and construction standards;
- obtain and maintain all construction and zoning approvals 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 exit doors, aisles and stairwells;
 - sufficient 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;
 - adequate ventilation, air circulation, and lighting;
 - adequate first aid kits and stations;
 - adequate fire safety, prevention, alarm, and suppression systems; and
 - adequate access to potable water and private toilet facilities.
- Post safety rules, inspection results, incident reports, and permits, in each case as required by law.

2.3 Operation of Supplier's Facilities



Suppliers must comply with relevant laws and regulations in their country of operation and meet or exceed international standards for environmental protection, including laws and international treaties relating to waste disposal, emissions, discharges; and hazardous and toxic material handling.

Suppliers must identify and manage chemicals and other materials that may pose a hazard if released into the environment; ensure sufficient training of workers; ensure safe handling, movement, storage or reuse; and comply with applicable labeling laws and regulations for recycling and disposal.

Suppliers must implement programs to ensure that products, including components thereof and packaging, do not contain restricted or banned materials. Suppliers are encouraged to continuously improve their environmental performance, establish metrics and targets for reducing the environmental impact of their activities. Suppliers must maintain detailed and accurate supply chain and environmental records and make them available as required.

Supplier must ensure that it will only use packaging materials that comply with relevant environmental laws and treaties in their country of operation that meet or exceed international standards for environmental protection.

2.4 Conflict Minerals

As part of a responsible sourcing program, the Supplier shall adopt a Conflict Minerals Policy that is in alignment with the U.S. Securities and Exchange Commission (SEC) rules for reporting and disclosure requirements related to Conflict Minerals as part of the Dodd-Frank Act. The act requires public companies to determine the sourcing of tin, tungsten, tantalum and gold used in their Products and to file annual reports disclosing such use.

3.0 BUSINESS ETHICS

Suppliers must comply with all laws and regulations that apply to their operations or activities, whether at the local, national or international level. Argon reserves the right to



discontinue business relationships with Suppliers that fail to conduct business in a legal, responsible, and ethical manner.

3.1 Complying with Anti-Bribery and Anti-Corruption Laws

Suppliers must comply with the United States Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act 2010 and all other applicable anti-bribery or anti-corruption laws and regulations at a local level. Even where similar laws or regulations do not exist, kickbacks, bribes or improper payments by or to suppliers is unacceptable.

Suppliers must comply with all antitrust and competition laws and regulations applicable to their respective operations.

3.2 Gifts and Entertainment

Supplier must maintain the highest ethical standards. Supplier must not offer cash, favors, gifts, or entertainment to Argon's team members, except in limited business circumstances where such gifts and entertainment are of nominal value, and only if such gifts and entertainment are customary in the trade, and do not violate policies of the Supplier and applicable laws and regulations.

3.3 Avoiding Conflicts of Interest

A conflict of interest is a situation where there is actual impairment, or the appearance of impairment, for an Argon employee's ability to act objectively and independently in the best interests of Argon. Suppliers shall avoid situations where a conflict of interest may occur and must disclose any conflict of interest to Argon.

4.0 VIOLATIONS

Supplier will self-report any violations of the Code of Conduct. Supplier can also submit questions and comments regarding the Code of Conduct, to Argon's liaison.