



Supplier Code of Conduct

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1. PURPOSE

Avalon SteriTech Limited (“Avalon”) is committed to the highest standards of ethical conduct and social and environmental responsibility. We are always driven by our unwavering commitment to always do the right thing for our clients, our people and our communities. We are committed towards social impact and strive for sustainability across every function, including sourcing and procurement.

We intend to make our operations more sustainable by:

- Upholding the laws and regulations of the respective countries we operate in
- Endorsing the highest standards of economic, social, ethical and environmental practices
- Identifying and moderating risks associated with our procurement process
- Communicating the policy with stakeholders (internal and external) and raising awareness among our suppliers

2. INTRODUCTION

We expect our Suppliers to aspire to these same standards in their business operations and, to have their own policies and processes in place addressing the matters detailed herein. Accordingly, Avalon has created this “Supplier Code of Conduct”, which sets out the standards expected of any Supplier doing business with Avalon.

“Supplier” means any firm or individual that provides a product or service or undertakes any activity for or on behalf of Avalon, either directly or indirectly.

“Supplier Representative” means any individual who works for a Supplier, whether under a contract of employment or any other contract (written or oral) where an individual undertakes to do personally any work or services for the Supplier and includes, without limitation, Supplier’s principals, officers, directors, employees and independent contractors.

3. USE OF AVALON’S PROPERTY

Access to Avalon’s information, including but not limited to technical drawings, data, product specifications, documentation, images, and videos, is restricted to only those systems and data that are approved by Avalon and necessary to perform the agreed-upon services.

Supplier is responsible for the proper use of Avalon’s property (physical and intellectual), and must safeguard it against loss, damage, misuse or theft. Avalon’s property is provided to Supplier for Avalon’s business purposes only. Supplier may not post or discuss business information concerning Avalon with the media or on the Internet.

4. INTELLECTUAL PROPERTY RIGHTS

Avalon shall be the sole legal and beneficial owner of, and owns all the rights, title and interests in, the Intellectual Property conceived, reduced to practice, discovered or created by the Suppliers in the course of work provided by Suppliers for Avalon. The Suppliers must keep such Intellectual Property confidential and prohibit unauthorized disclosure or use.

“Intellectual Property” means all patents, know-how, trademarks, copyright of copyrightable subject matter (including rights in computer software, rights in databases, compilations and data), and any and all other intellectual property and industrial property rights now known or hereafter recognized in any country throughout the world, whether registered or not, together with all applications and registrations therefor.

5. SOFTWARE

Suppliers shall not use any open source software, and shall not include, incorporate or otherwise link any software code contained in any open source software, in software, applications or any other work or product created by Suppliers for Avalon, other than software with permissive licences and identified to and approved by Avalon.

6. DATA PRIVACY AND CONFIDENTIALITY

Suppliers must comply with applicable privacy and data protections laws and regulations in the respective countries of operation, as well as secure Avalon’s confidential data and individual personal data and prohibit its unauthorized access or use.

7. ETHICAL STANDARDS

Avalon seeks to identify Suppliers that conduct business with ethical standards consistent with its own. Supplier should abide by the following ethical standards and guidelines:

- Obey all relevant laws
- Treat each other fairly, with dignity and respect
- Prepare all records of financial transactions carefully and accurately
- Report financial conditions and results of operations, honestly and promptly
- Deal honestly and fairly with clients, customers, suppliers, and financial partners
- Avoid actual and potential conflicts of interest
- Avoid the improper giving and receiving of gifts
- Safeguard Avalon's assets
- Protect Avalon's reputation
- Separate personal political activities from Avalon's business
- Report observed violations of legal and ethical standards

8. HEALTH & SAFETY

Avalon expects its Suppliers to strive to implement the standards of occupational health and safety at a high level. Supplier complies with applicable occupational health and safety regulations and provides a work environment that is safe and conducive to good health, in order to preserve the health of employees and prevent accidents, injuries and work-related illnesses.

9. PROHIBITIONS AGAINST DISCRIMINATION AND HARASSMENT

Avalon does not tolerate unlawful discrimination or harassment in the workplace. Supplier must not engage in any unlawful discriminatory or harassing conduct on Avalon's facilities or directed at anyone in the workplace. Discrimination or harassment based on race, religion, national origin, citizenship, ancestry, gender (including pregnancy), gender identity, age, disability, marital status, sexual orientation, or other protected characteristic or status is strictly prohibited.

Supplier must promptly report any offending behavior, whether such behavior is directed to Supplier or to employees of Avalon, by notifying any member of Avalon management.

10. COMPLIANCE WITH LABOR LAWS; LABOR STANDARDS

Supplier shall comply with all laws applicable to its business.

CHILD LABOR. Suppliers are prohibited from using workers under the legal age of employment in any country or local jurisdiction where Supplier performs work for Avalon. If the minimum age of employment is not defined, the minimum age of employment shall be 15 years of age. In cases where minors are authorized to work, we expect our Suppliers to observe all legal requirements, particularly those pertaining to hours of work, wages, minimum education and working conditions.

FORCED LABOR. Supplier shall not employ or use any form of forced, bonded or compulsory labour, or other forms of slavery or human trafficking and will take all reasonable steps to ensure that there is no form of forced, bonded or compulsory labour, or other forms of slavery or human trafficking employed or used within its business or in its supply chains.

EMPLOYMENT. All employees shall be provided with written and understandable information about their employment conditions before they enter employment. Employees are not required to lodge 'deposits' or their identity papers with their employer and are free to leave their employer after reasonable notice.

COMPENSATION AND WORKING HOURS. Supplier shall comply with the respective national laws and regulations regarding working hours, wages and benefits at a minimum.

DISCIPLINARY PRACTICES/COERCION. Avalon firmly believes that everyone should be treated with dignity. Suppliers shall not inflict or threaten to inflict corporal punishment or any other forms of physical, sexual, psychological or verbal abuse or harassment on any employees.

FREEDOM OF ASSOCIATION. Supplier Representatives shall be free to join organizations of their own choice. Suppliers shall respect and recognize the right of employees to join and organize associations of their own choosing, and to bargain collectively. Employees shall not be subject to intimidation or harassment in the exercise of their right to join or to refrain from joining any organization.

11. ENVIRONMENT

Supplier shall comply with all applicable environmental laws, regulations and standards as well as implement an effective system to identify and eliminate potential hazards to the environment. Suppliers should wherever possible support a precautionary approach to environmental matters, and undertake initiatives to promote greater environmental responsibility which includes, but is not limited to, the following:

- responsible waste management and disposal
- reduction of greenhouse gas and other emissions harmful to the environment
- conservation of non-renewable natural resources

12. COMMUNITY INVOLVEMENT

Avalon seeks to work with Suppliers that partner with local governments and communities to improve the educational, cultural, economic and social well-being of the communities in which they live and serve.

13. GIFTS; CONFLICTS OF INTEREST

Avalon employees may not accept gifts, gratuities or excessive entertainment (i.e., beyond nominal, conventional business courtesies, such as an occasional luncheon) from any individual or organization with which Avalon has business dealings and Supplier shall refrain from giving any gifts, payments or the like that would, or could be perceived to violate this policy. Supplier should further refrain from accepting or giving any gifts, favors, payments, entertainment, loans or the like with a purpose of obtaining any improper advantage or influence for the Supplier, Avalon or any third party with any client, prospective client or other third party or that create any appearance of impropriety.

Supplier must disclose all potential conflicts of interest, including those in which Supplier may have been placed inadvertently due to either business or personal relationships with customers, suppliers, business associates, or competitors of Avalon, or with other Avalon employees. Employees of Supplier may not act on behalf of Avalon in any transaction or business relationship involving

themselves or members of their family, or other persons or organization with which they or their family have any significant personal connection or financial interest.

14. BUSINESS INTEGRITY; CORRUPTION

Corruption, bribery, extortion, and embezzlement, in any form, are strictly prohibited. Suppliers shall not violate any international anti-corruption conventions and applicable anti-corruption laws and regulations of the countries in which they operate, and shall not engage in corruption, bribery, extortion or embezzlement in any form. Suppliers shall not offer or accept bribes or other means to obtain an undue or improper advantage. Suppliers must not be associated with any group that supports acts of violence or terrorism. Suppliers must not engage in any activity, practice or conduct which would cause an offence to be committed relating to the prevention of tax evasion. Suppliers must uphold fair business standards in advertising, sales, and competition.

15. INSIDER TRADING

Buying or selling securities while in possession of material non-public information that Supplier acquires by virtue of their relationship with Avalon is prohibited, as is the communication of that information to others, whether expressly or by way of making a recommendation for the purchase or sale of such securities based upon that information.

16. FRAUD AND INVESTIGATIONS

Supplier is expected to cooperate with Avalon's investigators, and law enforcement and regulatory agencies in the event of any investigation of wrongdoing by Supplier or others doing business with Avalon. This cooperation includes reporting violations of the law and cooperating with law enforcement agencies in their prosecution efforts.

Should Supplier receive any subpoenas, regulatory requests, media inquiries, or other third party requests concerning Avalon, Supplier shall promptly forward such matter to Avalon, to the extent permitted to do so by law.

17. REPRESENTATION OF AVALON

Supplier may not represent itself as an employee of Avalon or enter into any agreement on Avalon's behalf or in Avalon's name.

18. COMPLIANCE

Avalon reserves the right to ask Supplier to re-affirm compliance with this Code of Conduct periodically, to investigate compliance by Supplier with this Code of Conduct at any time and to immediately terminate the related services contract with Supplier in the event of non-compliance.

19. COMMUNICATION

Supplier should take appropriate steps to ensure that the principles of this Code are communicated to their employees and throughout their own supply chains. Supplier should also take appropriate steps to ensure that the principles of this Code are adopted and applied by their employees, suppliers, agents and contractors to the extent applicable.

20. ENFORCEMENT

If Avalon determines that any Supplier has violated this Code, Avalon may either terminate its business relationship or require the Supplier to implement a corrective action plan. If corrective action is advised, but not taken, Avalon will suspend placement of future orders and shall terminate its business relationship with Supplier.

21. REPORTING CONCERNS

Actual, or suspected, material violations by a Supplier of this Supplier Code of Conduct or any other severe violations potentially harming our clients, Avalon's employees or Avalon as a firm should be raised to your Avalon's contact in the first instance. Similarly, if you are a Supplier to Avalon and suspect that an Avalon employee, or anyone acting on behalf of the firm, has engaged in illegal or otherwise improper conduct, you should report the matter to your Avalon contact.

22. CHANGES TO THE SUPPLIER CODE OF CONDUCT

This Supplier Code of Conduct may be revised or updated by Avalon from time to time. Avalon will inform suppliers to refer to the latest version on its website. If a Supplier has any questions or issues, please contact Avalon's Procurement Department. To the extent there is a conflict between this Supplier Code of Conduct and any applicable law or provision of any agreement between Avalon and Supplier, the applicable law or agreement shall apply.

Acknowledged and Agreed by

Signature

Name

Position

Company Name

Date
