



Brainlab

Supplier Code of Conduct

Revision 1

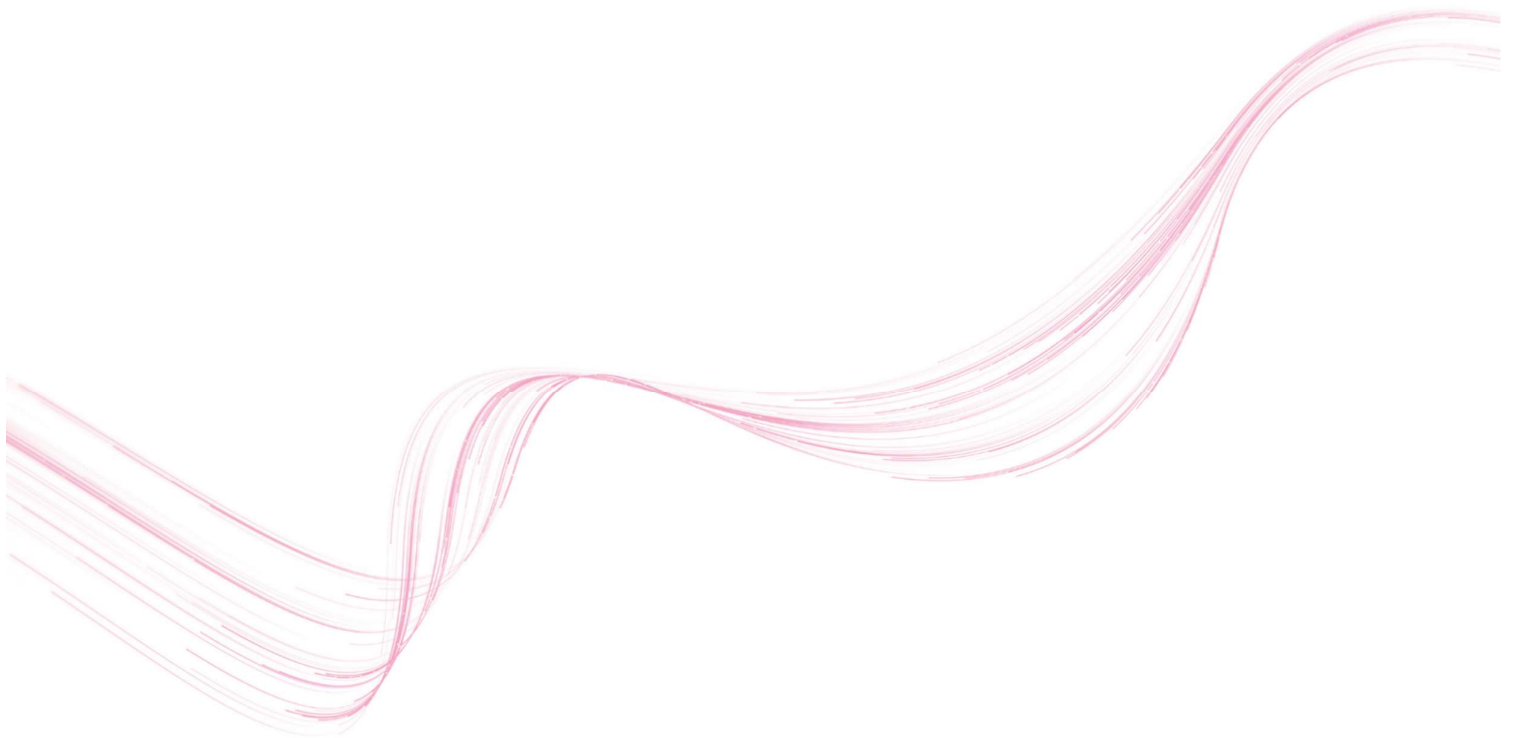




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1 INTRODUCTION

Brainlab is aware of its responsibility within the supply chain and places great importance on respecting ethical fundamental values in its business activities. We expect our suppliers to uphold the same high standards of conduct, and social and environmental responsibility that Brainlab follows.

This Supplier Code of Conduct establishes a set of minimum requirements that must be adhered to by all natural or legal persons, who sell or provide goods or other services to the Brainlab Group, either directly or indirectly via third parties (hereinafter referred to as “suppliers”). If national legislation or other applicable guidelines address the same issues with stricter standards, those need to be followed.

2 COMPLIANCE WITH LAWS AND REGULATIONS

Our suppliers are required to comply with all applicable national and international laws, regulations, and provisions relevant to their business activities in connection with their collaboration with Brainlab. This includes specifically the following :

- **Protection of Human and Labor Rights:** Recognition of human rights and ensuring adequate working conditions, including the occupational health and safety of employees
- **Environmental Protection:** Minimizing environmental impact and mitigating climate change.
- Standards for **corruption prevention**, particularly those outlined in the UN Global Compact
- **Ethical Business Conduct:** Applying stringent ethical and moral business standards to ensure compliance with applicable laws
- **Quality and Security:** Recognize and pay utmost attention to quality and security in all aspects of business activities.

3 PROTECTION OF HUMAN AND LABOR RIGHTS

We expect our suppliers to respect and protect human rights. In addition to complying with national law, this primarily includes adherence to the 10 principles of the United Nations Global Compact, the rules of the Universal Declaration of Human Rights, and the respect for the fundamental principles and rights of workers as defined by the International Labour Organization (ILO). This encompasses the respect for personal dignity, the prevention of discrimination and forced labor, as well as the assurance of fair working conditions. It specifically means:



3.1 Prohibition of Child Labor

Compliance with the ILO Convention regarding the legal minimum age of employees. Individuals under the age of 18 must be exempt from night work and overtime and must be protected from health-hazardous, safety-risking, or developmentally harmful work. The schooling of young employees must not be compromised.

3.2 Prohibition of Forced Labor, Slavery, and Human Trafficking

Rejection of any form of forced or compulsory labor, slavery, or human trafficking. This includes unacceptable treatment of employees through sexual or personal harassment, physical hardship, withholding of identification documents or work permits, requiring deposits, or the use of other coercive measures. Employees must have the freedom to terminate their employment relationship while adhering to legal notice periods. The supplier is responsible for paying all state, public, or other taxes, fees, and levies that arise in connection with its employment relationships.

3.3 Health Protection and Occupational Safety

Compliance with the ILO Convention to create a safe and healthy working environment through appropriate occupational safety measures. Hazards and the resulting health risks must be adequately assessed, and necessary protective measures must be implemented to prevent accidents and work-related illnesses to the best possible extent. Employees must be regularly trained in a manner that is understandable to them regarding general safety regulations, and suitable work tools and protective equipment, as well as measures for emergency preparedness and response, must be provided.

3.4 Freedom of Association and Right to Collective Bargaining

Respect for the right of employees to freedom of association, to join employee representatives, to strike, and to engage in collective bargaining in accordance with the applicable local laws as per the ILO conventions.

3.5 Preservation of Natural Resources

No harmful alterations to soil, water pollution, air pollution, harmful noise emissions, or excessive water consumption that could significantly impair the natural foundations for the preservation and production of food, deny a person access to clean water, hinder or destroy a person's access to sanitation facilities, or harm human health. The preservation of natural resources also includes the prohibition of the unlawful appropriation of land, forests, and water bodies, the use of which secures a person's livelihood.



3.6 Local Communities

Respect the local community and make efforts to avoid or minimize any negative impacts on it. No engagement in or benefit from any unlawful eviction or illegal deprivation of land, forests, and waters during the acquisition, development, or other use of these resources that are essential for securing the livelihood of individuals.

4 ENVIRONMENTAL PROTECTION

We expect our suppliers to act in an environmentally conscious manner. In addition to complying with national law, this primarily includes adherence to the Stockholm Convention on Persistent Organic Pollutants, the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and Their Disposal, as well as the Minamata Convention on Mercury. We specifically require the following:

4.1 Responsible Resource Management

All Brainlab suppliers are expected to handle resources responsibly and respect the environment and natural resources. This includes acting in an environmentally friendly and efficient manner to minimize adverse impacts on the environment, including natural resources, soil, noise, and emissions. Our suppliers should strive to preserve natural resources by avoiding excessive water consumption, protecting drinking water, reducing resource consumption, and minimizing the use of hazardous substances whenever possible.

4.2 Compliance with Environmental Obligations

Brainlab suppliers are required to comply with environmental obligations regarding the use of mercury and mercury compounds in products and manufacturing processes, as well as the proper handling of mercury waste in accordance with the Minamata Convention. Additionally, they shall adhere to regulations concerning the use and disposal of persistent organic pollutants and the collection, storage, and disposal of resulting waste as outlined in the Stockholm Convention, as well as the transboundary movement of hazardous waste and its disposal per the Basel Convention.

4.3 Climate Protection Commitment

To support climate protection, all Brainlab suppliers shall understand the greenhouse gas (GHG) emissions and carbon footprint of their operations and value chain, establish reduction measures to decrease GHG emissions and consider setting GHG emissions reduction targets aligned with the Science Based Targets Initiative (SBTi) requirements. They are also encouraged to support measures that evaluate climate-related physical risks and develop corresponding plans to mitigate identified risks.



4.4 Waste Management and Emission Controls

Furthermore, Brainlab suppliers shall have systems in place to ensure safe waste segregation, handling, storage, transportation, disposal, and traceability of waste, with labeling conducted according to applicable legal requirements. Our suppliers need to ensure safe handling and discharge of wastewater, including pre-treatment if necessary, and implement systems to avoid harmful air emissions, reducing unavoidable emissions as much as possible through methods such as filtration. Additionally, measures should be in place to prevent accidental and unintentional spills and leaks of hazardous substances, water-hazardous substances, waste, and other emissions into the environment.

5 ETHICAL BUSINESS CONDUCT

We expect our suppliers to engage in ethically correct business conduct in accordance with relevant local, national, and international laws and guidelines. In addition to complying with national law, this primarily includes adherence to the conventions of the United Nations (UN) and the Organization for Economic Co-operation and Development (OECD) aimed at combating corruption, as well as relevant anti-corruption laws. Our reputation is a valuable asset to us, therefore we seek to work with trustworthy business partners who comply with the following standards:

5.1 Prohibition of Corruption and Bribery

Prohibition of any form of corruption, bribery, fraud, embezzlement, extortion, or similar. Any improper advantage granted to an individual, a company, or a public official with the aim of influencing a decision must be strictly prohibited. This includes giving, offering, promising, as well as accepting, being offered, and being promised—also through third parties. Benefits such as kick-back payments, illegal payments, incentives, favors, or other advantages, as well as bribes or expedited payments, must not be used in connection with the business relationship with Brainlab. Invitations and gifts must not be used either to influence any decisions.

5.2 Handling of Conflicts of Interest

Decisions at Brainlab are based solely on objective criteria. Conflicts of interest with personal matters, such as relationships with close individuals or other employment or contractual relationships, must be avoided or disclosed to Brainlab and resolved. Anonymous reporting is possible through our [whistleblower system](#).

5.3 Fair Competition

Compliance with laws regarding fair competition, fair advertising, and fair business practices. No participation in anti-competitive agreements, no abuse of a dominant



market position, and no involvement in other anti-competitive business practices. This also includes adherence to all applicable regulations regarding anti-terror lists, import and export, as well as economic sanctions and embargos.

5.4 Insider Trading

Refrain from engaging in, encouraging or facilitating other persons to engage in insider trading by not buying or selling securities of Brainlab when in possession of material non-public information, which includes, but is not limited to, information about Brainlab that is not available to the investor audience and that could influence an investors decision to buy or sell Brainlab securities.

5.5 Confidentiality and Data Protection

Compliance with all applicable laws and regulations regarding data protection and information security. The processing of personal data of employees, customers, and business partners occurs only within the framework of applicable legal requirements. When collecting, storing, processing, transmitting, and sharing personal data, the relevant laws and regulations regarding data protection and information security, as well as regulatory requirements, must be strictly adhered to. Technical information systems must be adequately secured against unauthorized access, cyberattacks, and other attempts to illegally obtain access to confidential information or personal data. This includes appropriate measures to ensure the integrity, availability, and confidentiality of both business-critical and personal information. Industry-standard best practices, as well as applicable legal and regulatory requirements, must be followed in all matters concerning the confidentiality, integrity, and protection of personal and sensitive information.

5.6 Bookkeeping and accounting records

All Brainlab Suppliers are expected to maintain and retain comprehensive accounting books and records that accurately reflect all business transactions and expenses, in compliance with applicable laws and regulations.

6 SECURITY

At Brainlab, ensuring the quality, effectiveness, and safety of our products throughout their entire lifecycle is of utmost importance.

6.1 Anti-counterfeiting

Brainlab suppliers are expected to manage risks associated with product-related counterfeit incidents through effective monitoring and incident response procedures. Any suspected counterfeit events must be reported to Brainlab immediately upon



awareness of the potential issue, and to the relevant regulatory authorities once the incident is confirmed as counterfeit.

Additionally, our suppliers are required to promptly report any offers to supply suspected counterfeit Brainlab products to compliance@brainlab.com. It is also their responsibility to isolate and withhold from sale any products received that are suspected to be counterfeit.

6.2 Protection of Information and Intellectual Property

Our suppliers are expected to handle sensitive information, including confidential and proprietary data, with care. This information should only be used for the specific business purpose for which it was intended and must not be utilized for any other purposes (e.g., advertising, publicity, etc.) without prior authorization from Brainlab.

Brainlab suppliers must protect the confidential and proprietary information of others from unauthorized access, destruction, use, modification, and disclosure by implementing appropriate physical and electronic security measures.

Our suppliers must comply with all applicable laws and regulations related to intellectual property and must not violate, misappropriate, or infringe upon the intellectual property rights of any individual or entity, including those belonging to Brainlab, its customers, or other business partners. Any transfer of technology and know-how must be conducted in a manner that safeguards intellectual property rights.

6.3 Supply Chain and Facility Security

All Brainlab suppliers are expected to maintain a safe and secure supply chain by providing authentic products and materials that are produced with rigorous controls, necessary authorizations, and in accordance with the requirements specified or agreed upon with Brainlab. Measures must be implemented to ensure the security and integrity of the supply chain, which includes, but is not limited to, anti-tampering, anti-counterfeiting, and product serialization requirements.

Additionally, Brainlab suppliers are required to meet established security standards, including compliance with regulations in the countries where products intended for Brainlab may be sold. Where applicable, commitment to supply chain security shall be demonstrated by pursuing relevant certifications or accreditations.

Our suppliers should also have appropriate and documented organizational, technical, and personal security measures in place to adequately protect information and other assets from criminal threats, unauthorized access, and other incidents. It is imperative



that any security personnel, whether public or private, do not employ excessive force, torture, or infringe upon the right to organize.

Lastly, Brainlab suppliers must promptly report any security incidents that may have put assets relevant to Brainlab at risk or compromised them to the designated contact email.

6.4 Security & Data Privacy

As a supplier to Brainlab, you are expected to adhere to all relevant standards and regulations regarding IT security and data privacy, including but not limited to EU General Data Protection Regulation (GDPR), industry-specific regulations (medical technology B3S) and any additional standards or regulations required by Brainlab.

The Supplier shall process all data of Brainlab or use them exclusively within the scope of the contractual agreements; in particular, the Supplier shall not disclose the data to third parties.

You must ensure that your IT security and data privacy measures are appropriate for the specific requirements of the information, networks, and manufacturing activities involved. This includes, but is not limited to:

- Implementing suitable policies for risk analysis, information system security, and incident management.
- Providing IT security training for relevant personnel and establishing human resources security policies.
- Conducting regular assessments to evaluate the effectiveness of your IT security and data privacy measures.

You should also ensure that adequate processes and effective technical security controls are in place to protect Brainlab's information and networks associated with manufacturing and other commercial activities from misuse, interference, loss, damage, disruption, and unauthorized access, modification, or disclosure.

In the event of serious operational disruptions, suspected breaches of data protection or other irregularities in the processing of Brainlab's data, the supplier shall inform Brainlab immediately via dataprivacy@brainlab.com and provide details on the remedial actions taken.

Furthermore, you are required to impose similar obligations in any agreements with suppliers or subcontractors that handle, engage with, or have access to Brainlab's information, networks, or manufacturing activities.



7 COLLABORATION

We value open and constructive collaboration with our suppliers. We encourage them to continuously work on improving their performance and to offer innovative solutions.

7.1 Implementation of Requirements

We expect our suppliers to identify risks for their own operations as well as for their supply chain and to take appropriate remedial actions. In the event of suspected violations, as well as to secure supply chains with increased risks, the supplier will promptly and, if necessary, regularly inform Brainlab about the identified violations and risks, as well as the measures taken.

7.2 Consequences of Non-Compliance

In the event of a violation of the rules set out in this Supplier Code of Conduct, we expect immediate notification from the supplier, along with an explanation of the causes and the remedial actions taken. If a supplier does not meet all the standards set out in this Policy, Brainlab is generally willing to continue the collaboration with its suppliers to improve compliance. Any violation of the principles and requirements set out in this Supplier Code of Conduct constitutes a fundamental breach of contract by the supplier and entitles Brainlab to terminate the supplier relationship immediately.

7.3 Reporting Possible Misconduct

If there is a suspicion that a violation of this Supplier Code of Conduct may have occurred within the context of the supply relationship involving a supplier, its employees, or other affected parties, the report can be made through compliance@brainlab.com.

All reports will be treated confidentially and, upon request, anonymously. The supplier is required to pass this information on to its employees and subcontractors. Alternatively, the supplier may establish an independent complaint mechanism.



8 COMMITMENT

Commitment of Brainlab

We, the Management of Brainlab, commit to conduct our business relationships with our suppliers in line with the principles outlined in this Supplier Code of Conduct.

Rainer Birkenbach

Chief Executive Officer

Brainlab SE

Florian Hoffmann

Chief Operating Officer

Brainlab SE