

AGILYX GROUP
Supplier Code of Conduct

(adopted by the Board of Directors on December 16, 2021
and updated 4 August 2022)



ABOUT THIS CODE

Corporate integrity, responsible sourcing and the safety and wellbeing of workers in the countries where we do business are of paramount importance to all members of the Agilyx ASA (**Agilyx**) group of companies which includes, apart from Agilyx, the following Agilyx subsidiary and joint venture companies (in alphabetical order): Agilyx ApS, Agilyx Corporation, Agilyx GmbH, Cyclyx International, LLC (**Cyclyx**) and Regenyx LLC, (each an **Agilyx Group Member** and together, the **Agilyx Group**). These core principles are reflected in this Supplier Code of Conduct (**Code**), which establishes the minimum standards that must be met by any entity that supplies products or services to any Agilyx Group Member.

The Code shall be read in conjunction with Agilyx's [Corporate Social Responsibilities Policy](#) (which can be found on Agilyx's website [Corporate Governance | Agilyx](#)).

DEFINITIONS AND SCOPE

In this Code:

Supplier means a company, partnership or individual that provides goods or services to one or more Agilyx Group Member(s).

Worker means any individual whom the Supplier employs, hires or engages, or otherwise uses to conduct its business.

Representative means the Supplier's suppliers, vendors, agents, and subcontractors who are involved in Agilyx Group's supply chain.

WHO MUST COMPLY WITH THIS CODE?

The Supplier shall comply with the Code and shall ensure that its workers are aware of this Code and comply with it.

SUPPLIER'S COMMITMENT

The Supplier agrees that:

It will comply with the requirements in this Code.

It has appropriate systems in place to ensure continuous compliance and to demonstrate such compliance.

Any breach of this Code will allow the relevant Agilyx Group Member to terminate its relationship with the Supplier with immediate effect.

1. COMPLIANCE WITH LAWS AND REGULATIONS AND PRIORITY OF STANDARDS

1.1 In carrying out its agreement(s) with an Agilyx Group Member, the Supplier shall, in addition to complying with the standards set out in this Code, comply with all applicable laws and regulations (and if applicable, the laws and regulations of any other jurisdiction where it or its Representatives operate) including but not limited to the laws and regulations relating to issues addressed in this Code.

1.2 Competing standards shall be addressed as follows:

If there is a conflict between any applicable laws or regulations, the provisions of an agreement with an Agilyx Group Member and the provisions of this Code, the Supplier shall meet the highest standard.

If there is a conflict between the provisions of an agreement with an Agilyx Group Member and the provisions of this Code, the Supplier shall meet the higher standard.

2. UPDATING THIS CODE

Agilyx has the right to vary this Code from time to time on giving the Supplier at least thirty (30) days' notice in writing (writing includes email).

3. WORKFORCE ISSUES

- 3.1 **Slavery, human trafficking and child labour.** The Supplier shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force in any part of its supply chain. This includes, but is not limited to, not supporting or engaging or requiring any forced labour, the use of child labour, bonded labour, indentured labour and prison labour.
- 3.2 **Human rights.** The Supplier shall comply with all internationally recognised human rights understood, at a minimum, as those expressed in the International Bill of Human Rights and the principles concerning fundamental rights set out in the International Labour Organisation's Declaration on Fundamental Principles and Rights at Work from time to time in force.
- 3.3 **Equal opportunities.** Each Agilyx Group Member is an equal opportunities employer and expects Suppliers to ensure they do not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement or any employment practice based on age, disability, marital or civil partner status, pregnancy or maternity, race, caste, colour, nationality, ethnic or national origin, religion or belief, sex, gender identity sexual orientation, union membership or political affiliation or any other characteristic other than the worker's ability to perform the job.
- 3.4 **Freedom of association and collective bargaining.** The 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.
- 3.5 **Working environment.** The Supplier shall provide a safe, healthy, and sanitary working environment and comply with all applicable health and safety laws and any other relevant laws where it operates. This includes, but is not limited to, implementing general and relevant industry-specific procedures and safeguards to prevent workplace hazards and work-related accidents and injuries. Where such hazards cannot be adequately prevented or controlled, the Supplier shall provide workers with appropriate personal protective equipment to protect against hazards typically encountered in that scope of work.
- 3.6 **Wages and remuneration.** The Supplier must compensate all workers with wages, including overtime premiums, and benefits that at a minimum meet the higher of:
- a. the minimum wage and benefits established by applicable law;

- b. collective agreements;
- c. industry standards; and
- d. an amount sufficient to cover basic living requirements.

4. DATA PROTECTION AND INFORMATION SECURITY

4.1 The Supplier shall comply with all data protection laws and requirements (including, unless solely and exclusively US related, the European General Data Protection Regulation (**GDPR**)) when processing any personal data on an Agilyx Group Member.

4.2 The Supplier shall have in place appropriate measures to:

- a. protect the integrity and confidentiality of information (including information belonging to or supplied by an Agilyx Group Member) held on its systems (which include physical and online or electronic systems); and
- b. ensure that there is no unauthorised access of the information by its Representatives.

5. ENVIRONMENTAL RESPONSIBILITY

In general, Suppliers are expected to comply with all applicable environmental laws and regulations and to conduct business in a resource-conserving manner. Suppliers shall identify the risks and environmental impact of the lifecycle of their products during the production, distribution and transportation processes. Therefore:

5.1 The Supplier shall ensure that:

- a. its operations comply with all applicable environmental laws and regulations, including laws and international treaties relating to (but not limited to) waste disposal, emissions, discharges and the handling, use, storage, transport and disposal of, hazardous and toxic as well as any other relevant materials, (together **Environmental Laws**);
- b. the goods it manufactures (including the inputs and components that it incorporates into its goods) comply with all applicable Environmental Laws; and
- c. it will only use packaging materials that comply with all applicable Environmental Laws.

5.2 The Supplier shall have in place a suitable environmental management system for managing its environmental risks. As a minimum, the system should include and address the following:

- a. an assessment of the environmental impact of all historical, current and likely future operations;
- b. steps to continuously improve environmental performance, reduce pollution, emissions and waste;
- c. measures to reduce the use of, and/or improve the use in, all raw materials, energy and supplies; and
- d. raising awareness and training workers in all environmental matters.

6. BRIBERY AND CORRUPTION

6.1 The Supplier shall comply with all applicable laws, statutes, codes and regulations relating to anti-bribery and anti-corruption (including but not limited to the Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act 2010). To that end, the Supplier shall not accept, offer, promise, pay, permit or authorise:

- a. bribes, facilitation payments, kickbacks or illegal political contributions;
- b. money, goods, services, entertainment, employment, contracts, or other things of value, in order to obtain or retain improper advantage; or
- c. any other unlawful or improper payments or benefits.

7. UNFAIR BUSINESS PRACTICES

The Supplier shall comply with all applicable competition laws (including but not limited to all relevant US (federal and state) and EU law), including those relating to teaming and information sharing with competitors, price fixing and rigging bids.

8. PROCURING AND MANAGING REPRESENTATIVES

8.1 Regarding prospective Representatives, the Supplier shall carry out appropriate due diligence on prospective Representatives that will form part of the Agilyx Group's supply chain. As a minimum, the due diligence must include the following:

- investigations into the prospective Representative's stance on human rights, treatment of workers, bribery, ethical behaviour and environmental outlook;
- risk assessments for countries that materials or goods are sourced from; and
- the prospective Representative's ability to meet the requirements and principles that are covered in this Code.

8.2 In its dealings with Representatives, the Supplier shall:

- a. ensure that agreements with Representatives include provisions that deal with the issues covered in this Code and that the standard for compliance is at least equal to that set out in this Code. When including these provisions into the agreements, the Supplier shall have due regard to the risk profile of the transaction, the Representative's ability to comply with those provisions and the consequences where the Representative fails to meet those requirements;
- b. have appropriate measures in place to monitor that those Representatives are complying with those compliance-related provisions and that it has systems in place to address any deficiencies or breaches of those requirements; and
- c. pay its Representatives promptly, complying with all relevant laws and good industry practices in connection with payment periods.

9. TRAINING

9.1 The Supplier shall implement a system of training for its workers to ensure that they are aware of the requirements of this Code.

9.2 The Supplier shall keep a record of all training offered and completed by its workers and shall make a copy of such record available to Agilyx on request.

10. CERTIFYING COMPLIANCE AND AUDIT

- 10.1 The Supplier shall provide written confirmation to Agilyx or as Agilyx may direct that:
- a. it has appropriate systems in place to monitor its compliance with this Code; and
 - b. it can comply with this Code for the duration of its relationship with the Agilyx Group.
- 10.2 The form of confirmation required by paragraph 10.1 is as set out in the Schedule to this Code.
- 10.3 In addition to the written confirmation at paragraph 10.1, the Agilyx Group may conduct audits to verify the Supplier's compliance with this Code. The Agilyx Group has no obligation to conduct such audits.

11. SELF-MONITORING AND REPORTING BREACHES

- 11.1 The Supplier is expected to monitor its compliance with the Code and shall report any breaches (actual or suspected) of this Code as soon as possible to the General Counsel of Agilyx or in the case of Cyclyx, the Cyclyx General Counsel.
- 11.2 The Supplier shall not retaliate or take disciplinary action against any worker that has, in good faith, reported breaches of this Code or questionable behaviour, or who has sought advice regarding this Code.

12. BREACH, REMEDIATION, AND TERMINATION

- 12.1 Where an Agilyx Group Member becomes aware of a breach of this Code by the Supplier or its workers, the respective Agilyx Group Member may either:
- a. immediately terminate its business relationship with the Supplier (including any contracts); or
 - b. require the Supplier to produce a remediation plan specifying the actions that the Supplier will take that will lead to compliance with the Code and present it to Agilyx or the Agilyx Group within thirty (30) days of being requested to do so. If the Supplier fails to produce the remediation plan within this timeframe or fails to

implement it within a reasonable time, the relevant Agilyx Group Member may immediately terminate its business relationship with the Supplier (including any contracts).

- 12.2 Where the Agilyx Group becomes aware that a Representative has been involved in an incident (or incidents) that would constitute a breach of any of the requirements under this Code, were they bound directly by it the relevant Agilyx Group Member may either:
- a. terminate its business relationship with the Supplier (including any contracts); or
 - b. require the Supplier to remedy that incident (or incidents) with that Representative.

If the Supplier is not able to remedy such incident with that Representative within a reasonable time, the relevant Agilyx Group Member may immediately terminate its business relationship with the Supplier (including any contracts).



**SCHEDULE
COMPLIANCE CERTIFICATE**

As required by the Agilyx Group's Supplier Code of Conduct (**Code**), [SUPPLIER NAME] certifies that:

We are complying with the requirements in the Code as of [DATE].

We have appropriate systems in place to ensure our own and our suppliers' continued compliance with the Code.

Signed by:

Signature: _____

Printed name: _____

Title: _____

On behalf of

Company: _____

Date: _____

Please send a copy of this signed certificate to Louise Bryant:

louise.bryant@agilyx.com