

Supplier Code of Conduct

1. Introduction

Optotune's Supplier Code of Conduct defines the basic requirements placed on the direct business partners of goods and services of the Optotune Group including its Affiliates¹ (hereinafter "Optotune") concerning their responsibilities towards their stakeholders and the environment. At Optotune, we aim to source ethically and responsibly. To uphold our standards, we require all direct business partners to comply with this Supplier Code of Conduct in addition to their necessary commitment towards their own supply chains.

2. General Commitment

As our business partner you must fully observe human rights, due diligence, and environmental protections in your own business operations and those of your direct business partners. We require that you establish an effective risk management system, to identify risks to people and the environment and to prevent, end, or minimize harms in your business and your direct business partners. You are responsible for risks or injuries you cause or contribute to within your supply chain.

You therefore declare herewith the following:

3. Anti-corruption obligation

- to tolerate no form of and not to engage in any form of corruption, bribery or money laundering be it by employees, third parties or agents, including any payment or other form of benefit conferred on any government official for the purpose of influencing decision making in violation of law

4. Health, Safety and Environment

- to take responsibility for the health and safety of your employees in accordance with the applicable statutory and international standards to provide safe working conditions;
- to minimize waste as well as air, soil and water emissions, and also contribute to the recycling and reuse of materials and products;
- to apply international and national standards to the handling, storage, and disposal of hazardous waste as well as handle chemicals harm-free to the environment and continuously improve energy efficiency;
- to use reasonable efforts to address social, environmental and climate risks in your own supply chain and to make reasonable efforts that your suppliers adhere to comparable requirements.

5. Human Rights and Labour Practices

- to strictly refrain from any use of slavery, servitude, forced or compulsory labor and human trafficking, or child or forced labour²;
- to promote equal opportunities for all your employees irrespective of ethnic background, nationality, social background, disabilities, sexual orientation, political or religious conviction, gender or age;
- to respect the personal dignity, privacy and rights of each individual and refuse to tolerate any unacceptable treatment of employees, such as psychological, sexual harassment or discrimination;
- to comply with the maximum permitted number of working hours³;
- to provide fair remuneration including overtime compensation and to guarantee at least the applicable national legal minimum wage according to the applicable laws and regulations;
- to recognize employees' rights to assembly, association, and collective bargaining.

6. Fair Business Practice

- to avoid behavior and practices which could trigger conflicts of interest;
- to abide by anti-trust laws and uphold fair competition standards;
- to respect intellectual property rights and safeguard customer and supplier privacy, data and information.

¹ "Affiliates" means for the purpose of this Supplier's Declaration means any existing or future entity: (i) directly or indirectly controlling a party; (ii) under the same direct or indirect control as a party; or (iii) directly or indirectly controlled by a party. For the purposes of this definition "control" means (i) the ownership of the majority of a company's voting stock or the majority of its voting rights, (ii) the right directly or indirectly to appoint the majority of the members of the managing or administrative board (or of a similar managing authority with the power to represent the company) or (iii) the power to direct, or cause the direction of, the management by contract or otherwise

² according to the ILO Conventions 138 and 182 as well as 29 and 105.

³ according to the ILO Conventions 1 and 30

Supplier Code of Conduct Declaration

We hereby declare the following:

1. We have received a copy of the Supplier Code of Conduct for Optotune suppliers (hereinafter “Code of Conduct”) and hereby commit ourselves and our Affiliates, in addition to our commitments set out in any supply agreements with Optotune, to comply with its principles and requirements.
2. We will provide Optotune upon request - but not more than once a year - either, at our option (i) a written self-assessment in the form provided by Optotune or (ii) a written report approved by Optotune describing the actions taken or to be taken to assure our compliance with the Code of Conduct.
3. We agree that Optotune or a third party appointed by Optotune and reasonably acceptable to us, shall be entitled (but not obliged) to conduct inspections at the relevant premises of us and/or our Affiliates in order to verify our compliance with the Code of Conduct. Such inspections may only be conducted upon prior written notice of Optotune, during regular business hours, in accordance with the applicable data protection law and shall neither unreasonably interfere with our business activities nor violate any of our confidentiality agreements with third parties. We further agree to reasonably cooperate in any inspections conducted and to bear our expenses in connection with such inspection; Optotune will bear its expenses. We are entitled to deny Optotune’s audit request, if we provide Optotune promptly with a corporate responsibility audit report, provided that such report (i) is not older than 12 months, (ii) complies with customary standards, and (iii) is issued by a trusted and well acknowledged audit company. However, Optotune shall remain entitled to conduct an own audit, if Optotune has reasonable grounds to suspect that we failed to comply with the Code of Conduct.
4. In addition to any other rights and remedies Optotune may have, in the event of (i) our material or repeated failure to comply with the Code of Conduct or (ii) our denial of Optotune's right of inspection as provided for in the third paragraph of this declaration, after providing us reasonable notice and a reasonable opportunity to remedy, Optotune may terminate any supply agreement entered into and/or any purchase order without any liability whatsoever.

Material failures include, but are not limited to, incidents of child labor, corruption and bribery, money laundering and failure to comply with the Code of Conduct's environmental and climate protection requirements. The notice and opportunity to remedy provision shall not apply to willful failures or violations of requirements and principles regarding child labor as set out in the Code of Conduct.

5. We agree that this declaration is subject to the applicable law, legal proceedings and venue which is set out in the purchase agreement and/or purchase order concluded between Optotune and us and that, in the event no such agreement is yet established, is subject to the legal proceedings and applicable law (without reference to any of its conflict of law rules) in force at the place of the respective Optotune purchasing company.

Place, date

Company Name / Seal

Signature

Name (BLOCK CAPITALS), Function

This document must be signed by an authorized representative of the company and returned to Optotune within 20 working days of receipt.

Please return a scanned copy with signature in electronic form to e-mail: suppliermanagement@optotune.com

Requested by Optotune representative: _____

Date: _____