

Thermo Fisher Scientific Supplier Code of Conduct

Thermo Fisher Scientific has four key corporate values of Integrity, Intensity, Innovation, and Involvement. These four values form the foundation of our business, and Thermo Fisher Scientific expects that our suppliers hold these same values. This Code of Conduct outlines Thermo Fisher Scientific's specific supplier expectations that are in line with our corporate values.

Ethical Practices

Compliance with Applicable Laws

Supplier shall comply with all laws, regulations, rules, guides, ordinances and/or applicable standards. Upon request by Thermo Fisher Scientific, supplier shall also provide to Thermo Fisher Scientific any and all information or material required for Thermo Fisher Scientific, or its customers, to comply with all laws, regulations, rules, guides, ordinances and/or standards.

Business Integrity and Fair Competition

Suppliers shall conduct their business consistent with fair and vigorous competition and in compliance with all applicable anti-trust laws. Suppliers shall employ fair business practices including accurate and truthful advertising.

Anti-corruption and Anti-bribery

All corruption, extortion and embezzlement practices are prohibited. Suppliers shall not pay or accept bribes or participate in other illegal inducements in business or government relationships. Suppliers shall comply with all applicable anti-corruption laws, rules, and regulations, including the U.S. Foreign Corrupt Practices Act and those enacted under the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

Confidentiality and Privacy

Suppliers shall safeguard and make only proper use of confidential information to ensure that company and an individual's privacy rights are protected. Suppliers shall comply with the applicable Data Privacy laws.

Intellectual Property

Intellectual property rights shall be respected by suppliers; transfer of technology and know-how shall be done in a manner that protects intellectual property rights.

Trade Compliance

Suppliers shall comply with all applicable import and export controls, sanctions and other trade compliance laws of the United States and laws of applicable country(ies) where transaction(s) occur.

Animal Welfare

Animals shall be treated humanely, with pain and stress minimized, and suppliers should comply with the IACUC (Institutional Animal Care Committee and Use Committee) guidelines. Animal testing should be performed after consideration to replace animals, to reduce the numbers of animals used, or to refine procedures to minimize distress. Alternatives should be used wherever these are scientifically valid and acceptable to regulators.

Identification of Concerns

All workers should be encouraged to report concerns or illegal activities in the workplace without threat of reprisal, intimidation or harassment. Suppliers shall investigate and take corrective action if needed.

Conflicts of Interest

Suppliers should avoid interaction with any Thermo Fisher Scientific employee that might conflict, or appear to conflict, with that employee acting in the best interests of Thermo Fisher Scientific. Suppliers who have associates or members of their immediate family working for Thermo Fisher Scientific that might be a conflict of interest should be disclosed to Thermo Fisher Scientific prior to engaging in any business relationship.

Gifts, Entertainment, Hospitality, Gratuities and Other Favors

It is absolutely prohibited to give or receive any payment or gift in the nature of a bribe or kickback. Gifts of any kind, nature or description, including discounts, coupons and other offers not available to the public in general, provided, however, that Thermo Fisher Scientific employees may accept branded promotional items and annual holiday gifts (other than cash) having a reasonably estimated fair-market value of \$100.00 or less, provided the gifts are consistent with customary industry practices and applicable law and could not reasonably be construed as a bribe or payoff. For guidance on gifts that do not meet this criterion, please consult a member of the Thermo Fisher Scientific Legal Department.

Labor Practices

Child Labor

Suppliers shall not employ under-aged labor as described in Minimum Age Convention 138 and Worst Forms of Child Labour Convention 182 of the International Labour Convention.

Forced Labor / Prison Labor / Trafficking In Persons

- Suppliers shall not make use of forced or compulsory labor as described in Article 2 in the Forced Labor Convention 29 and Article 1 in the Abolition of Forced Labor Convention 105 of the International Labor Organization.
- Suppliers shall comply with all applicable labor laws, rules, and regulations, including but not limited to, all laws forbidding the solicitation, facilitation, or any other use of slavery, servitude, forced or compulsory labor or human trafficking, or sex trafficking, as those terms are used in the US laws, California Transparency in Supply Chains Act of 2010, California Civil Code, section 1714.43, the UK Modern Slavery Act 2015, and FAR 52.222-50, Combating Trafficking in Persons.
- Suppliers shall respect, within the framework of local laws and established practices, the principles of Article 2 in the Freedom of Association and Protection of the Right to Organize Convention 87 and Articles 1 and 2 in the Right to Organize and Collective Bargaining Convention 98 of the International Labor Organization.
- Suppliers shall not retain or withhold any of their worker's original identity documents or restrict access to such documents.
- Workers shall not be required to pay any monetary deposits for the purpose of obtaining employment.
- If any personal loans are offered to workers as part of their compensation or pursuant to company policy, the repayment terms should not be construed as debt bondage or forced labor.

Non- Discrimination and Equal Opportunity

It is Thermo Fisher's policy, and it expects its suppliers, to afford equal opportunity for employment to all individuals of any race, color, religion, sex, national or ethnic origin, sexual orientation, disabled veteran or veteran of Vietnam era status, and age with due regard to their relative qualifications and abilities. We are committed to diversity and inclusion and we encourage our suppliers to do so as well.

Thermo Fisher is an equal opportunity employer and a federal contractor or subcontractor. Consequently, Suppliers agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These

regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

Fair Treatment

Suppliers shall provide a workplace free of harsh and inhumane treatment, including any sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or verbal abuse and no threat of any such treatment.

Wages, Benefits and Working Hours

Suppliers shall pay workers according to applicable wage laws, including minimum wages, overtime hours and mandated benefits. Suppliers shall communicate with the worker the basis on which they are being compensated in a timely manner. Suppliers are also expected to communicate with the worker whether overtime is required and the wages to be paid for such overtime.

Freedom of Association

Open communication and direct engagement with workers to resolve workplace and compensation issues is encouraged. Suppliers shall respect the rights of workers, as set forth in local laws, to associate freely, join or not join labor unions, seek representation and join workers' councils. Workers shall be able to communicate openly with management regarding working conditions without threat of reprisal, intimidation or harassment.

Health and Safety

Worker Protection

Suppliers shall protect workers from over exposure to chemical, biological and physical hazards, physically demanding tasks in the workplace and in any company-provided living quarters.

Process Safety

Suppliers shall have programs in place to prevent or mitigate catastrophic or other unwanted releases of chemicals, biological agents or genetically modified organisms.

Emergency Preparedness and Response

Suppliers shall identify and assess emergency situations in the workplace and any company-provided living quarters and minimize their impact by implementing emergency plans and response procedures.

Hazard Information

Safety information relating to hazardous materials – including biological agents, genetically modified organisms, pharmaceutical compounds and pharmaceutical intermediate materials – shall be available to educate, train and protect workers from hazards.

Environmental Responsibility

Environmental Regulations Compliance

Suppliers shall comply with all applicable environmental, health and safety laws, rules, and regulations. Suppliers shall have environmental, health and safety management systems that are based on ISO 14001 and OHSAS 18001. All required environmental permits, licenses, information registrations and restrictions shall be obtained, and their operational and reporting requirements followed.

Environmentally Responsible Practices

Suppliers shall operate in an environmentally responsible and efficient manner, and they shall minimize adverse impacts on the environment. Suppliers are urged to conserve natural resources, to avoid the use of hazardous materials where possible and to engage in activities that reuse and recycle.

Waste and Emissions

Suppliers shall have systems in place to ensure the safe handling, movement, storage, recycling, reuse or management of waste, air emissions and wastewater discharges. Any waste, wastewater or emissions with the potential to adversely impact human or environmental health shall be appropriately managed, controlled and treated prior to release into the environment.

Spills and Releases

Suppliers shall have systems in place to prevent and mitigate accidental spills and releases to the environment.

Conflict Minerals

Thermo Fisher Scientific supports responsible sourcing practices, which includes compliance with the Conflict Minerals provision of the Dodd-Frank Act. As a result, suppliers shall design and implement reasonable processes to ensure all products supplied to Thermo Fisher Scientific are “DRC Conflict Free” as defined under Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act. Additionally, Supplier shall assist Thermo Fisher Scientific with its conflict minerals compliance by making a reasonable, good-faith effort to answer any questions and to provide all materials requested by Thermo Fisher Scientific regarding this initiative.

Management Systems**Monitoring and Compliance**

Thermo Fisher Scientific suppliers may never engage in any activity prohibited by this Code of Conduct by knowingly employing – or failing to impose appropriate corrective action, up to and including termination, upon a subcontractor or supplier who performs the prohibited activity on behalf of Thermo Fisher Scientific supplier.

Commitment and Accountability

Suppliers shall demonstrate commitment to the concepts described in this document by allocating appropriate resources thereto.

Documentation

Suppliers shall maintain documentation necessary to demonstrate conformance with these expectations and compliance with applicable regulations.

Sub-suppliers

Supplier shall have a program to provide that their own suppliers meet expectations consistent with those set out in this document.

Fraud Prevention and Reporting

Suppliers shall have robust processes to prevent fraud and report any incident to Thermo Fisher Scientific, regardless of materiality.

Business Continuity

Suppliers are responsible for the development and implementation of appropriate business continuity plans for operations supporting Thermo Fisher Scientific.

Risk Management

Suppliers shall have mechanisms to determine and manage risks in all areas addressed by this document.

Training and Competency

Suppliers shall have a training program that achieves an appropriate level of knowledge, skills and abilities in management and workers to address these expectations.

Continual Improvement

Suppliers are expected to continually improve by setting performance objectives, executing implementation plans and taking necessary corrective actions for deficiencies identified by internal or external assessments, inspections and management reviews.

U.S. Government Contracts and Subcontracts

The products purchased by Thermo Fisher from our suppliers may be used in performance of U.S. Government contracts. Thermo Fisher is committed to the highest standards of business conduct and ethics in obtaining and performing U.S. Government contracts. We expect the same from our suppliers when providing us with products and services that may be used in the in performance of U.S. Government contracts.

Debarment and Suspension

Absent an extraordinary circumstance approved by cognizant U.S Government officials, Thermo Fisher will not engage in business activities with individuals or companies that are debarred, suspended, or proposed for debarment or suspension, or otherwise, excluded from award of U.S. Government contracts. Any supplier must promptly notify Thermo Fisher in writing if it is subsequently become debarred, suspended, or proposed for debarment or suspension.

Flow Down

The Government Contracts Addendum found at www.thermofisher.com/suppliers, including the Federal Acquisition Regulation ("FAR") or applicable FAR supplement clauses set forth therein, will be incorporated by reference into any agreement with our suppliers or any purchase order that we issue for the acquisition of products and services.