

Human rights & labor  
人權與勞動

Health & safety  
健康與安全

Environmental  
環境

Ethics  
道德

Management system  
管理系統

Quality  
品質

# SHL Medical's Supplier Code of Conduct

## SHL Medical 的 供應商行為準則

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SHL Medical\* requires its suppliers to meet the following requirements regarding social and environmental responsibility and ethical conduct.

SHL Medical\* 要求各家供應商遵守下列的社會、環境責任及道德行為相關規範。

## Human rights and labor

### 人權與勞動

#### Freely chosen employment

##### 自由選擇職業

Suppliers shall not use forced, bonded, or indentured labor, involuntary prison labor, or slavery. All work must be voluntary, and employees shall be free to terminate their employment. Suppliers shall not hold or otherwise destroy, conceal, confiscate, or deny access by employees to employee's identity or immigration documents, such as government-issued identification, passports, or work permits unless the holding of work permits is required by applicable law or regulations.

供應商不應雇用任何受強迫、遭奴役、拘束性契約、非自願之監獄勞役者或奴工等。員工受雇須為自願性，並且有權自由結束受雇狀態。供應商不得扣留或以其他方式毀壞、隱藏、沒收或阻止員工取得身分證件或居留文件，如政府頒發的身分證明、護照或工作許可證，除非法律或法規要求暫時扣留工作許可證。

#### Working time, wages, and benefits

##### 工時、工資與福利

Suppliers shall comply with all applicable laws and regulations with respect to working hours and days of rest. All overtime must be voluntary. Compensation shall be paid to employees in compliance with all

#### Child labor and young workers

##### 童工與青年勞工

Suppliers shall not use child labor. Suppliers may employ young workers who are older than the applicable legal minimum age but are younger than the age of 18 years to the extent that young workers do not perform work that is likely to jeopardize their health or safety, including night shifts and overtime.

供應商不得雇用童工。供應商得雇用之勞工，包括已達法定最低就業年齡但未滿 18 歲人士，且禁止從事可能會危及健康或安全的各項作業，包括夜班或超時勤務。

applicable laws and regulations, including those relating to minimum wages, overtime hours, and legally mandated benefits. Overtime shall be infrequent and voluntary. Deductions from wages as a disciplinary measure shall not be permitted.

工時與休息天數，應根據所有適用法律與法規訂定之。超時值勤均須出於自願。支付員工的工資應當符合所有適用法律與法規，包括最低工資、加班與法定福利的各種相關法令。超時值勤不得頻繁執行，且須出於當事人自願。剋扣工資不應作為紀律處分的手段。

Suppliers shall ensure that employees have reasonable breaks during their workday. Employees shall be allowed at least 24 consecutive hours of rest in every consecutive 7-day period in addition to the regular period of rest allowed at the close of each working day and shall be entitled to take paid annual leave in accordance with applicable laws. Employees shall be entitled to leave for sickness, family reasons, maternity, public holidays, and occupational diseases or injuries in accordance with applicable laws. The leave shall be paid in accordance with applicable laws. Public holidays shall not be counted as part of the annual leave.

員工應於工作日內享有合理之休息時段。除了每個工作日結束之前應當享有之正常休息時段，每週七天應當允許員工至少休息連續 24 小時，員工並有權根據相關法律規定享有帶薪特休假。員工有權根據適用法律，基於傷病、家庭因素、生產、例假日及職業傷病等事由申請休假。相關休假應根據適用法律而支薪。例假日不應計入特休假日數內。

\*SHL Medical AG, Scandinavian Health Limited, SHL Technologies Ltd. and its Taiwan branch, SHL Pharma LLC, SHL Medical LLC, SHL Medical AB, and their affiliates

\* SHL Medical AG、瑞健股份有限公司、瑞健科技股份有限公司及其臺灣分公司、SHL Pharma LLC、SHL Medical LLC、SHL Medical AB 及其關係企業

## Non-discrimination and fair treatment 反歧視與公平待遇

Suppliers shall provide a workplace that is free of harassment and abuse. Any sexual harassment, sexual abuse, corporal punishment, mental or physical coercion, or verbal abuse of employees is prohibited; nor is there to be threat of any such treatment.

供應商應當提供無騷擾、無脅迫的職場環境。禁止任何性騷擾、性侵犯、體罰、精神或肢體上的脅迫或是口頭辱罵；同時禁止威脅採取任何類似方式對待他人。

## Freedom of association 結社自由

Suppliers shall respect the right of all employees, as set forth in the applicable laws and regulations, to form and join trade unions of their own choosing, and to bargain collectively, and also respect the right of employees to refrain from such activities. Workers shall be able to communicate openly with management regarding working conditions without threat of reprisal, intimidation, or harassment.

供應商應尊重所有員工在合法情況下，自由組織並參與自身選擇之工會、參加團體協商，同時員工如欲迴避此類活動者亦應予以尊重。勞工均能針對工

Suppliers shall not engage in discrimination based on race, color, age, gender, sexual orientation, gender identity and expression, ethnicity or national origin, disability, pregnancy, religion, political affiliation, union membership, covered veteran status, protected genetic information, or marital status in hiring and employment practices such as wages, promotions, rewards, and access to training.

供應商不得根據種族、膚色、年齡、性別、性傾向、性別認同與表現、種族或民族、殘疾、懷孕、信仰、政治立場、團體背景、退伍軍人身分、受保護基因資訊或婚姻狀況等，在招聘及實際勤務期間歧視任何人，或因此而影響或妨礙工資、晉升、獎勵及接受培訓機會等。

SHL Medical encourages suppliers to provide an inclusive and supportive working environment by exercising diversity when it comes to their employees.

SHL Medical 鼓勵供應商對員工，應提供多元、兼容並蓄與充分支援的職場環境。

## Local communities and vulnerable groups 當地社區與弱勢群體

Suppliers shall respect the rights of local communities, including all vulnerable and disadvantaged groups. Suppliers shall obtain any such local communities' free, prior and informed consent on whether and how to carry out business activities. Unlawful eviction and deprivation of land is not acceptable. Suppliers shall listen to the concerns of local residents and strive to create positive impacts through local

作條件，與管理階層坦誠溝通，無須擔心遭受報復、恐嚇或騷擾等威脅。

## Use of security forces 保安人員運用

Whenever third parties (private or public) are employed to protect supplier's operations and activities, suppliers must ensure that employees are protected through appropriate instructions or control of such third parties. Security personnel must respect the human rights of the individuals they encounter while on duty. Use of torture, cruel, excessive force, inhuman, or degrading treatment, or injury to life or limb, as well as impairment of the right to organize and the freedom of association, are not acceptable.

無論係於何種情況雇用私人或公共第三方，藉此確保供應商營運與活動之安全秩序，均需由供應商正確、充分指示並控管該等第三方，俾以保護員工。保安人員執行任務期間，無論對象為何，均應尊重其人權。概不容許任酷刑、殘忍、過度暴力、不人道或有辱人格的待遇、傷害生命或肢體，或妨害結社或集會自由等行徑。

## Conflict of minerals 礦業衝突

Suppliers shall carry out due diligence on the source of the conflict minerals used in the product supplied to SHL Medical to promote legal and sustainable sourcing. Suppliers shall document and disclose to SHL Medical any use of conflict minerals from a country that has directly or indirectly financed or benefited armed groups if relevant to the product suppliers supply to SHL Medical. Conflict minerals include columbite-tantalite, cassiterite, wolframite

engagement. The support of local job creation, local sourcing, education provisioning, and infrastructure development is encouraged.

供應商必須尊重當地社區應有權利，包含弱勢群體。供應商應針對各項事業活動之執行與否及做法，事先徵求當地社區之知情且自願同意。概不容許任何非法驅逐、迫遷、掠奪土地行為。供應商應聆聽當地居民的疑慮，並盡力透過當地參與創造正面影響。建議業者共同協助創造當地就業機會、當地採購商機，並支援提供教育、推動公共建設等。

(or their derivatives tantalum, tin, and tungsten) or gold, and any other minerals subject to legal requirements to avoid sourcing from conflict-affected areas.

供應商應針對提供予 SHL Medical 的衝突礦物來源進行盡職調查，促進合法且永續的採購實務。供應商向 SHL Medical 提供產品若有涉及相關爭議，則供應商應予記錄，並向 SHL Medical 如實揭露任何衝突礦物是否來自直接或間接資助或支援犯罪武裝團體之國家或地區。衝突礦物包含鉬鐵礦、錫石、黑鎢礦 (或其衍生物鉬、錫、鎢) 獲黃金，以及任何法律規定，源自武裝衝突區域境內礦區之應予迴避礦物。

## Health and safety

## 健康與安全

### Worker protection

#### 勞工保護

Suppliers shall identify, evaluate, and control employees' exposure to chemical, biological, and physical hazards. Suppliers shall have programs in place to prevent or mitigate occupational injury and illness. Suppliers shall identify, evaluate, and control employees' exposure to the hazards of physically demanding tasks, including but not limited to manual material handling and heavy or repetitive lifting, prolonged standing, and highly repetitive or forceful assembly tasks. Suppliers shall evaluate production and other infrastructures for safety hazards and shall provide and properly maintain physical guards, interlocks, or barriers where machinery presents an injury hazard to employees. Supplier shall provide employees with appropriate, well-maintained, personal protective equipment and educational materials about risks associated with hazards. Suppliers shall provide and maintain a safe and healthy working environment.

供應商必須識別、評估並控管員工接觸各種化學、生物以及物理危害。供應商須制定方案，藉此預防並降低職業傷害與職業疾病。供應商必須識別、評估並控管所有體力勞動同仁承受之各種影響，包括但不限於人工搬運材料、高強度或重複性負重、長時間站立與高度重複或高強度的裝配作業。供應商應評估生產設備或其他基礎設施的安全危害，妥善預防機器對於員工之潛在傷害，同時針對作業人員所操作機械備妥物理防護裝置、聯動裝置以及屏障，並且正確進行維護保養。供應商應為作業人員備妥適當、妥善保養的個人防護用品，以及有關危險事故的風險教材。供應商應提供並維護安全且健康的職場環境。

## Emergency preparedness

### 緊急應變

Suppliers shall identify and assess potential emergency situations and events and shall minimize the impact by implementing emergency plans and response procedures.

供應商應識別並評估各種潛在緊急情況及事件，並且實施應急計畫與因應程序，務必將相關影響降低到最小程度。

## Process safety

### 流程安全

Suppliers shall have management processes in place to identify the risks from chemical and biological processes and to prevent or respond to catastrophic release of chemical or biological agents.

供應商應制定管理流程以妥善識別化學與生物流程的相關風險，及避免或因應化學或生物藥劑的不當排放或外洩等災難。

## Hazards information

### 危害資訊

Suppliers must comply with product safety regulations, label products properly, and communicate to employees and the relevant parties the product-handling requirements. Suppliers shall provide the relevant parties with the applicable documentation containing all necessary safety-related information about all hazardous substances in case of a legitimate need.

供應商應遵守產品安全法規，正確標示產品，並向員工與相關各方宣導產品處理規範。在法律要求的情況下，針對所有危害物質，須由供應商向相關各方提供含有必要安全相關資訊之適用紀錄文件。

# Environment

## 環境

### Environmental authorizations

#### 環境授權

Suppliers shall obtain, maintain, and keep current all required environmental permits, approvals, and registrations and shall comply with their operational and reporting requirements.

供應商應先取得、維護並定期更新所須環境許可證照、批准與登記文件，並遵守許可證的營運與報告規範。

### Solid waste and wastewater

#### 固態廢棄物與廢水

Suppliers shall implement a systematic approach to identify, manage, reduce, and responsibly dispose of or recycle solid waste and wastewater generated from operations.

供應商必須實施系統性的措施，識別、管理、減少並盡責棄置或回收各種營運產生之固態廢棄物與廢水。

### Hazardous substances and spills

#### 危害物質與洩漏

Suppliers shall comply with all country and local environmental regulations with regard to hazardous substances and spills for the regions in which they operate. These regulations include but are not limited to: **Waste Electrical and Electronic Equipment (WEEE), registration, evaluation, authorization, and Restriction of Chemicals (REACH), and Restriction of Hazardous Substances (RoHS).**

供應商應根據其操作所在地區，遵守所有涉及危害物質與洩漏的國家與當地環境法規。法規包括但不限於：**廢電機電子設備指令 (WEEE)、化學品註冊、評估、授權及限制法規(REACH) 與危害物質限用指令 (RoHS)。**

Suppliers shall have an adequate system in place designed to identify and disclose to SHL Medical all chemicals and other materials in its products and product sub-components that are regulated by the governments and/or authorities in the regions where they are being used and are deemed hazardous, toxic, or carcinogenic. Supplier shall also manage to ensure its safe handling, movement, storage, use, recycling or reuse, and disposal of the above chemicals and materials. Suppliers shall have systems in place to ensure the safe handling, movement, storage, and disposal of materials containing hazardous substance(s). Suppliers shall ensure effective protection on the ground to prevent and mitigate accidental spills or releases of hazardous substance(s) to the environment.

供應商必須建立適當系統，以識別並向 SHL Medical 揭露其產品與產品零組件當中的化學與其他物質，且為當地政府和/或監管機構所監控，列入危害、有毒或有致癌風險之管制物質。供應商亦應確保前述化學與



其他物質得以安全妥當處理、運送、儲存、使用、回收或再用及棄置。供應商應建立系統，確保含有危害物質的材料均能獲得安全處理、運送、儲存及棄置。供應商應確保於現場設立有效保護措施，防止並降低危害物質洩漏或排放至外部環境。

## Air emissions

### 廢氣排放

Suppliers shall identify, manage, reduce, and control air emissions that have or potentially have adverse impacts on human or environmental health prior to discharge. Supplier shall conduct routine monitoring of the performance of its air emission control systems.

供應商應於排放前識別、管理、減少並控制曾經或可能妨礙人類健康或環境正常狀態的廢氣排放。供應商應對廢氣排放控制系統的性能執行例行監控。

## Conservation and use of natural resources

### 自然資源的節約與使用

Suppliers shall preserve and protect natural resources, such as sources of energy, water, forests, soil, raw materials, etc. Suppliers shall strive to reduce energy, water, and natural resource consumption and minimize hazardous substances consumption.

供應商應保存並保護自然資源，如能源、水、森林、土壤、原物料等；並由供應商盡力降低能源、水與自然資源的消耗，盡可能降低危害物質的消耗量。

Suppliers shall have clear environmental targets, strategies, and policies in place and demonstrate continuous environmental improvements. Suppliers shall encourage and apply circular economy practices.

供應商應設立明確的環境目標、策略與政策，展現持續性的環境改善行為。供應商必須鼓勵並執行循環經濟措施。

## Climate protection

### 氣候保護

Suppliers shall set a strategy to reduce the greenhouse gas (GHG) emissions caused by their operations directly (scope 1) or indirectly (scope 2) and those caused in their value chains (scope 3). Suppliers is expected to set ambitious targets and demonstrate emissions reduction by 2030 and beyond. Suppliers shall undertake reasonable effort to set targets in line with the Science-Based Targets initiative ([www.sciencebasedtargets.org](http://www.sciencebasedtargets.org)).

## Transportation logistics

### 運送物流

Suppliers will optimize transportation strategies in order to minimize the environmental footprint of all products shipped. This includes consideration of transportation modes and distances as well as the types and quantities of packaging material.

供應商應最佳化運送策略，據以降低所有運送產品的生態足跡，其中包含運送模式與及距離的考量，以及包裝材料的類型判斷與數量斟酌等。

## Renewable electricity and energy use

### 可再生電力與能源使用

Suppliers shall undertake reasonable efforts to endeavor to use 100% of its purchased electricity from renewable sources by 2030. Suppliers shall use reasonable efforts to increase the overall use of renewable energy on a yearly basis. Suppliers shall undertake reasonable efforts to have management systems in place to continuously improve energy efficiency in their operations.

Upon request, Suppliers shall be able to provide the carbon footprint of its organization or products.

供應商必須設立策略，降低各種營運與作業所直接產生 (範圍 1)、間接產生 (範圍 2)，或透過價值鏈 (範圍 3) 而延伸造成之各種溫室氣體 (GHG) 排放。供應商應設立具備願景的目標，針對截至 2030 年及其後的減少排放情形。供應商應採取合理措施，設立符合科學基礎碳目標倡議 ([www.sciencebasedtargets.org](http://www.sciencebasedtargets.org)) 之目標。一旦接獲相關要求，供應商須有能力提供自身組織或產品之碳足跡資訊。

供應商應採取合理措施，盡力於 2030 年前確保自身採購之電力 100% 源自於再生資源。供應商應採取合理措施，提升年度可再生能源之整體使用。供應商應採取合理措施，設置管理系統，持續改善營運活動之能源效率。

## Ethics

## 道德

### Business integrity 誠信經營

All forms of bribery, corruption, extortion, and embezzlement are prohibited. Suppliers shall not pay or accept bribes or participate in other illegal inducements in business or government relationships. Suppliers shall conduct its 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.

禁止任何形式的賄賂、貪腐、脅迫榨取或挪用公款。供應商不得於商業或政府往來期間支付或收受賄賂，或參與其他非法誘因或過當要約。供應商經營業務，必須遵守公平競爭方式，並遵守所有適用之反托拉斯法律。供應商應採取公允合理之商業行為，包含正確真實的廣告宣傳。

All business dealings shall be transparently performed and accurately reflected on Supplier's business books and records. SHL Medical buys solely upon quality, performance, suitability of the product or service, and cost.

所有的商業交易均須透明執行，並準確反映在供應商業務帳冊與商業紀錄上。SHL Medical 之採購決策，僅能以品質、性能、產品或服務之適宜性與成本作為客觀評估依據。

## Conflict of interest 利益衝突

Suppliers represent and warrants that (1) it does not have any interest which directly or indirectly conflicts with the proper and ethical relationship with SHL Medical; and (2) it shall maintain arm's length relations with all third parties with which it deals with or on behalf of SHL Medical.

供應商須聲明並保證 (1) 其與 SHL Medical 之關係適當且合乎道德，且未涉及任何直接或間接利益衝突；以及 (2) 其與 SHL Medical 之往來或與代表 SHL Medical 之所有第三方之往來，維持一般常規交易活動之合理分際。

## Disclosure of information 資訊公開

Suppliers shall accurately record information regarding their labor, health and safety, environmental practices, business activities, structure, financial situation, and performance and shall disclose or make available such information in accordance with applicable regulations and prevailing industry practices. Falsification of records or misrepresentation of conditions or practices are unacceptable.

供應商應準確記錄所有涉及勞動、健康與安全、環保活動、商業活動、組織架構、財務狀況與績效的相關資料，並應根據適用法規與普遍產業慣例，充分公開或允許查閱。禁止偽造紀錄或虛報。

## Trade compliance 貿易合規

Suppliers shall comply fully with all applicable international trade laws affecting the transfer of goods, services, software, and technology across national borders (including but not limited to economic sanctions, export controls and anti-boycott regulations), all applicable healthcare laws and all applicable anti-corruption laws.

供應商應完全遵守所有涉及跨國運輸貨物、服務、軟體與技術的適用國際貿易法律 (包括但不限於濟制裁、出口管制與反抵制法規)、所有適用醫療法律與反貪污法律。

## Confidentiality and intellectual property 機密與智慧財產權

Suppliers shall safeguard SHL's confidential and proprietary information. Suppliers shall protect the reasonable privacy expectations of personal information of everyone it does business with, including suppliers, customers, consumers, and employees. Supplier's information systems that contain SHL's confidential information or data shall be appropriately managed and protected against unauthorized access, use, disclosure, modification, or destruction. Suppliers shall respect intellectual property rights and safeguard customer information. Transfer of technology and know-how shall be done in a manner that protects intellectual property rights.

供應商必須保護瑞健之機密與專利。供應商應合理保護業務來往者之個人資料，包括供應商、客戶、消費者與員工。供應商之資訊系統，若有涵蓋瑞健之機密資訊或資料，應進行適當之管理與保護，防止未經授權的存取、使用、公開、修改或銷毀。供應商應尊重智慧財產權，同時保護客戶資訊。技術與知識轉移也應全程依照智慧財產權妥予保護之方式審慎進行。

## Data privacy and data protection

### 資料隱私與保護

Suppliers shall comply with the applicable privacy and information security laws and regulatory requirements when personal information is collected, stored, processed, transmitted, and shared. Suppliers shall: (1) collect personal information only for legitimate business purposes, (2) use it in a legal, transparent, and secure manner, (3) share it only with those who are allowed access, (4) protect it in accordance with security policies, retain it only for as long as necessary, and (5) obligate any third party who has access to such personal information to protect it.

供應商應當在搜集、儲存、處理、傳播及分享個人資料期間，遵守隱私和資訊安全法律及監管要求。

供應商必須：(1) 僅得基於合法目的，合理搜集個人資料、(2) 以合法、透明且安全方式使用前述資料、(3) 僅向有權存取資料者分享資料、(4) 根據安全政策保護資料且僅於所需期間內留存資訊，以及(5) 要求任何有權存取該個人資料之第三方配合並妥善保護該資料。

## Accuracy of business records

### 業務記錄正確性

Suppliers must maintain all financial books and records in conformance with generally accepted accounting principles. Business records must be accurate in all material respects. Business and financial records must be legible and transparent and reflect actual transactions and payments.

供應商應遵循一般公認會計原則，保存所有財務帳簿與紀錄。所有商務資料紀錄必須正確無誤。商務與財務紀錄必須清楚易辨認、透明，並且反映實際交易與款項情況。

## Management system

## 管理系統

### Management accountability and responsibility

#### 管理職責與責任

Suppliers shall allocate appropriate resources to ensure the implementation of the management systems and associated programs described in this Code of Conduct.

### Legal and customer requirements

#### 法律與客戶要求

Suppliers shall identify and comply with applicable laws, regulations, and customer requirements, including the requirements described in this Code of Conduct.

供應商應分配適當資源，以確保本準則所載執行管理系統及相關方案充分實施。

供應商應識別並遵守適用法律、法規與客戶要求，包含本準則所規範事項。

## Risk management

### 風險管理計畫

Supplier shall make safety information on identified workplace risks available to employees and contractors. Suppliers shall ensure that their employees be correspondingly and continuously trained to ensure their employees are adequately protected at all times. Suppliers shall develop and maintain a process to assess and manage risks in all areas addressed by this Code of Conduct; determine the relative significance for each risk; and implement appropriate procedures and controls to control the identified risks and ensure regulatory compliance.

供應商應向員工與承包商提供各種已識別之職場風險以及相關安全資訊。供應商應確保員工持續獲得相應培訓，確保員工於任何時間均獲充分保護。供應商應制定並維護相應流程以針對本準則所闡述之各種風險進行評估與風險管理；評定每項風險的級別；實施適當的程序與管制，控制各項已識別風險，確實符合法律規定。

## Training and competency

### 訓練與職能

Suppliers shall have training programs to facilitate the implementation of its policies, procedures, and improvement objectives and to meet applicable legal and regulatory requirements.

供應商應制定培訓方案，促進其政策、程序與改進目標實施，同時滿足適用法令規章要求。

## Continuous improvement

### 持續改善

Suppliers shall demonstrate their commitment to continuous improvement with written performance objectives, targets, and implementation plans to improve Supplier's social and environmental performance. Suppliers shall have a mechanism for timely correction of deficiencies identified by internal or external assessments, inspections, investigations, or reviews.

供應商應制定書面績效目標、指標與執行計畫，改善其社會與環境績效，展現持續改善之承諾。供應商應建立機制以確保能及時糾正其於內外部評估、檢查、調查及審核期間所發現的不足或缺失。

## Supplier responsibility

### 供應商責任

Suppliers shall have a process to communicate the requirements set forth herein to its employees, suppliers, and contractors, and to monitor their compliance to this Code of Conduct

供應商應制定流程以向員工、供應商、承包商傳達本準則所載之要求，並監管前述對象之本準則遵行情況。

## Supplier inclusion and diversity

### 供應商包容性與多元化

Suppliers shall commit to advancing inclusion and diversity by actively promoting relationships with diverse and underrepresented businesses.

供應商應致力提倡包容與多元，積極推動自身與多元背景及弱勢事業之相互關係。

## Systems, documentation and evaluation

### 系統、紀錄與評估

Suppliers shall develop, implement, use, and maintain management systems and controls related to the content of this code of conduct. Suppliers shall maintain documentation necessary to demonstrate conformance with the principles outlined herein. Suppliers shall document and report to SHL Medical the social and environmental impact it makes in line with the principles set forth herein.

供應商必須開發、執行、使用並維護管理系統，並控管與本準則相關之內容。供應商應保留維持與遵守本準則所載原則相關之紀錄。供應商應記錄並向 SHL Medical 報告自身對於社會與環境之各項影響，以遵守本準則所載原則。

## Evaluation by SHL Medical

### SHL Medical 評估

Suppliers acknowledge that SHL Medical will evaluate Supplier's conformance with the principles outlined in this code of conduct upon reasonable prior notice. The evaluations will be executed directly by SHL Medical or by a qualified third party during an assessment, audit, etc.

供應商瞭解 SHL Medical 將會在給予合理之事前通知後，評估供應商是否符合本準則所載原則。評估將由 SHL Medical 直接執行，或由合格第三方於評估或審核過程裡執行。

## Remedial action

### 補正措施

Suppliers shall, without undue delay, (1) report to SHL Medical in writing any identified risks of violations of the principles outlined in this Code of Conduct; and (2) take appropriate remedial actions to prevent, end, or minimize the violation. SHL Medical reserves the right to (1) suggest an approach ending or minimizing such violation; and (2) request Suppliers to cooperate in this respect. If Suppliers fail to comply with the requirements of this Code of Conduct and fail to cure any such violations within 3 months after discovery (if the breach curing period set forth in any other agreement Suppliers enters into with SHL Medical (the "Agreement") is shorter than 3 months, the period set forth in the Agreement will prevail), SHL reserves the right to either (1) suspend the Agreement until such violations have been remedied, or (2) terminate the Agreement at any time beyond the 3-month period.

供應商必須在無任何不當延遲下如實 (1) 向 SHL Medical 書面回報任何已識別之準則違反風險；以及 (2) 履行適當補正措施，避免、終止並減少違規。SHL Medical 有權 (1) 提議終止或減少違規行為之舉措；以及 (2) 要求供應商配合執行。若供應商無法符合準則規範，且未能於發現違規後 3 個月內糾正任何此類行為 (如供應商與 SHL Medical 簽訂之任何其他協議 (「協議」) 所載之補正期限少於 3

個月，則以該協議規定之期限為準），SHL 有權 (1) 在供應商補正違規行為前暫緩協議，或 (2) 在超過 3 個月期限後，隨時終止協議。

## Identification of concerns

### 疑慮辨識

Suppliers shall encourage and provide means for their employees to report concerns, complaints, or potentially unlawful activities that have in their workplace area or of another supplier without threat of reprisal, intimidation, or harassment. Any report must be treated in a confidential manner and be able to be made anonymously, where permitted by law. Suppliers shall investigate such reports and take corrective action if needed. Suppliers shall notify SHL Medical of legal actions, administrative investigations, or prosecutions that may affect its business with SHL Medical or that could potentially adversely affect its and SHL's reputation.

供應商應鼓勵並提供員工所需措施，以利回報各種職場內之疑慮、投訴或潛在非法活動，並確保舉報者無須擔憂報復、恐嚇或騷擾。於法律准許之情況下，任何報告都需保持機密，並容許匿名提出；供應商有責任調查此類報告，並於需要時採取糾正措施。供應商應告知 SHL Medical 任何可能影響與 SHL Medical 往來業務或潛在對其與 SHL Medical 之名聲造成不利影響之法律行為、行政調查或起訴。

## Supply disruptions and business continuity

### 供應中斷與業務持續

Suppliers shall inform SHL Medical of financial, economic, supply changes, or other material conditions that affect or might affect its ability to supply SHL Medical or SHL's ongoing operations or operating decisions. Suppliers shall implement appropriate business continuity plans for operations supporting SHL's business.

供應商必須充分告知 SHL Medical 任何影響或可能影響其供應能力或 SHL Medical 現行營運或營運決策之所有財務、經濟、出貨變更或其他重要條件。供應商應採取適當之營運持續計畫，藉此協助 SHL 如常經營。

## Human rights policies and processes

### 人權政策與流程

Suppliers shall: (1) have and maintain a policy to meet its responsibilities to respect human rights; (2) conduct human rights due diligence to identify, prevent, mitigate, and account for how it addresses its adverse human rights impacts; and (3) establish processes to enable the remediation of any severe adverse human rights impacts it caused or to which it contributes. These processes may vary in complexity, in proportion to the circumstances such as size, sector, operational context, ownership, and structure, as well as the severity of Supplier's adverse human rights impacts.

供應商應：(1) 制定並維護尊重人權之政策以履行其責任；(2) 盡最大努力尊重人權以識別、避免、預防並負責處理其負面人權影響；以及 (3) 建立相關流程，針對任何自身導致或間接促成之之嚴重人權衝擊予以補正。此類流程之複雜程度各有不同，取決於規模、產業、營運背景、權責狀況與組織結構等，以及供應商造成之負面人權衝擊之嚴重程度。

## Supply chain security

### 供應鏈安全性

SHL Medical maintains membership in supply chain security programs administered by the customs authorities in the United States (Customs-Trade Partnership Against Terrorism) and the European Union (Authorized Economic Operator). These programs require SHL Medical and SHL's supply chain partners to meet or exceed the acceptable warehouse, transportation, and cargo security standards. Supply chain partners may be subject to audit for the purpose of validating SHL's supply chain security profile.

SHL Medical 為美國 (貿易夥伴反恐計畫) 與歐盟 (安全認證優質營運業者) 海關機構執行之供應鏈安全方案成員。此類方案要求 SHL Medical 與其供應鏈夥伴充分滿足或超越合理之倉儲、運送與貨物安全標準。供應鏈夥伴需接受審核以驗證 SHL Medical 之供應鏈安全性檔案。

## Fraud prevention and reporting

### 詐騙預防與通報

Suppliers shall implement robust fraud prevention and reporting programs. Suppliers shall report to SHL Medical all occurrences of fraud (actual or under investigation) involving their business with SHL Medical, regardless of materiality.

供應商應執行健全之詐騙預防、舞弊杜絕及案件通報方案。供應商應向 SHL Medical 回報所有涉及其與 SHL Medical 相關業務之詐騙 (實際或調查中) 事件，無論其程度。





## Quality

## 品質

### Quality requirements

#### 品質要求

Supplier shall meet generally recognized quality standards and contractually agreed quality requirements and standards in order to provide goods and services that consistently meet SHL's and its customers' needs, and perform the Agreement as warranted and ensure the products and/or services it provides are safe and effective for their intended use. Suppliers shall immediately address all major issue(s) that have the potential to negatively affect the quality of products and services. Suppliers must inform SHL Medical about changes of the materials, manufacturing site, manufacturing- or supply process that have the potential to impact the specification of goods and services provided with an 18-month prior notice.

供應商必須符合公認品質標準，以及合約所載之品質要求與標準，以持續提供滿足瑞健及其客戶需求之產品與服務，並根據其承諾保證履行協議，確保所提供產品與/或服務安全、並具有效用途。供應商應立即解決所有可能負面衝擊產品與服務之品質之重大問題。供應商必須針對可能影響產品或服務規格之材料、製造據點、製造或供應流程之各種變更，提前 18 個月預先告知 SHL Medical。

### Security and anti-counterfeiting measures

#### 安全與反仿冒措施

Supplier shall maintain good product security practices and apply the relevant contractually agreed standards across its supply chains. If applicable, Suppliers shall assure the integrity of each shipment of products to SHL Medical from its origin through to its destination where there is an applicable Incoterms agreed.

供應商應維持良好產品安全措施，並於供應鏈中採用合約所載之標準。於運送條件(Incoterms)適用情況下，供應商應保障每批自原產地運送至 SHL Medical 目的地之產品完整無損。

Suppliers shall implement the necessary and contractually agreed standards to ensure that its and SHL's products, the associated components, or raw materials, as well as the corresponding know-how that is under Supplier's control or responsibility, are not transferred to any unauthorized third party and do not leave the legitimate supply chain. Suppliers shall promptly analyze their relationship with an authorized third party if it obtains or is provided with evidence that it is inadvertently involved in the manufacturing or selling of counterfeit, falsified, or otherwise illegal products (including products destined for export that are considered counterfeit, falsified, or otherwise illegal products in the destination country) via the actions of such third party. SHL Medical expects Suppliers to support the investigation and prosecution of any activities connected with counterfeit, falsified, or otherwise illegal products.

供應商必須採取必要且經合約明訂之標準，確保其與 SHL Medical 之產品、相關零件或原物料，以及供應商所控管或負責之 know-how，均不致轉移至未經授權第三方，亦無洩漏至合法供應鏈以外之虞。若有知悉或接獲證據，證明授權第三方無意間涉及製造或銷售仿冒、偽造或其他非法產品 (含於目的地國家被視為仿冒、偽造或其他非法產品之出口產品)，則須由供應商即時分析該授權第三方之行為，審查自身與授權第三方之既有關係。SHL Medical 要求供應商妥善支援任何針對仿冒、偽造或其他非法產品之調查與起訴作業。

By signing below, Suppliers hereby certifies that it has read, fully understood, and agreed with this Code of Conduct. Any questions concerning this Code of Conduct have been raised and discussed. A photocopy of this Code of Conduct is as valid as the original.

簽署本準則，視同供應商已詳閱、理解並同意本行為準則。任何涉及本行為準則之疑慮，均已歷經提出與討論。本行為準則之影本，與正本具備同等效力。