
Supplier Handbook & Code of Conduct

Natus Medical Incorporated

Natus is committed to the values of partnership, integrity and commitment in all it does. High standards of conduct are important in maintaining the trust and confidence of our employees, customers and their patients, governing bodies, collaborators, shareholders, others with whom we do business, and the communities in which we live and work. All suppliers of Natus are expected to conduct themselves with both personal and professional integrity.

In this Supplier Handbook & Code of Conduct (the “Code”), the term “Natus” refers to Natus Medical Incorporated and its subsidiaries. The term “Supplier,” “you” or “your” as used herein refers to Natus’ suppliers, their subcontractors and their respective employees and contractors providing products or services to Natus.

1. Purpose and Scope

This Code sets out standards of business conduct you must follow in providing services and/or products to Natus. This Code applies to your conduct, your interaction with Natus, its employees, customers, suppliers, and business partners, and your access to Natus’ facilities and property.

You are responsible to notify all subcontractors and individuals providing services by or through you of their obligations under this Code and to ensure that all such parties comply with its terms. Your breach of this Code may result in termination of your services to Natus. Depending on the severity, such breach may also subject you to civil and/or criminal sanctions.

This Code may be updated or amended from time to time. It is your responsibility to review this Code and any amendments periodically to ensure you are in compliance with it. To the extent there are any ambiguities or conflicts between the terms of any agreement entered into between you and Natus and the terms of this Code, the conflicting provisions of the agreement will prevail. Notwithstanding anything to the contrary herein, none of your subcontractors, affiliates, or third-party suppliers (collectively, “Supplier Parties”), or any of your personnel or the personnel of such Supplier Parties, will be deemed to be third party beneficiaries of this Code.

2. Obligation to Report

You must promptly report any known breaches of this Code to Natus. This applies whether the breach, suspected breach or activity involves you, Natus, or another company or individual with whom Natus does business. Natus takes all breaches and suspected breaches seriously and, therefore, requires that they be investigated and responded to on a timely basis. You must cooperate fully with all such investigations.

3. Compliance with Laws

You are required to comply with all applicable laws, including applicable Federal, state, local and agency laws of the United States, as well as applicable laws (including export and import laws) in the country of manufacture of your products or any country from which your services are provided.

4. Human Rights

- a. You are expected to comply with Natus' Code of Conduct, human rights policies, and workforce policy standards, which are based on conformance with the UN Universal Declaration of Human Rights, the OECD Guidelines for Multinational Enterprises, the UN Guiding Principles on Business and Human Rights, as well as the International Labour Organization ("ILO") standards. Natus reserves the right to screen new suppliers for labor practices and human rights performance, and the right to audit suppliers' performance in human rights, including human trafficking and slavery, and general compliance to this Supplier Handbook & Code of Conduct. Natus may engage a third-party to verify the supplier's commitment to labor rights in the supply chain. Natus will maintain internal accountability standards and procedures for suppliers failing to meet Natus' standards regarding slavery and trafficking.
- b. Forced, bonded (including debt bondage) or indentured labor, involuntary prison labor, or slave labor shall not be used by you or your suppliers. This includes transporting, trafficking in, harboring, recruiting, transferring, or receiving vulnerable persons by means of threat, force, coercion, abduction, or fraud for labor or services. There shall be no unreasonable restrictions on workers' freedom of movement in the facility nor unreasonable restrictions on entering or exiting facilities. All work must be voluntary, and workers shall be free to leave work at any time or to terminate their employment. Employers and agents may not hold or otherwise destroy, conceal, confiscate, or deny access by employees to employees' identity or immigration documents, such as government-issued identification, passports or work permits, unless the holding of work permits is required by law or with the consent of the employee. Workers must not be required to surrender any government-issued identification, passports, or work permits as a condition of employment. Workers shall not be required to pay any recruitment fees or other related fees.
- c. Child labor is not to be used in any stage of manufacturing. The term "child" refers to any person employed under the age of 15, under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is greatest. The use of legitimate workplace apprenticeship programs, which comply with all laws and regulations, is supported. Workers under the age of 18 should not perform work that is likely to jeopardize their health or safety. There shall be proper management of student workers through proper maintenance of student records, rigorous due diligence of educational partners, and protection of students' rights in accordance with applicable law and regulations.
- d. Open communication and direct engagement between workers and management is the most effective way to resolve workplace and compensation issues. The rights of workers to associate freely, join or not join labor unions, engage in collective bargaining, seek

representation, and join workers' councils in accordance with local laws shall be respected. Workers and/or their representatives shall be able to openly communicate and share ideas and concerns with management regarding working conditions and management practices without fear of discrimination, reprisal, intimidation, or harassment.

- e. Studies of business practices clearly link worker strain to reduced productivity, increased turnover, and increased injury and illness. Work weeks are not to exceed the maximum set by local law. Further, a work week should not be more than 60 hours per week, including overtime, except in emergency or unusual situations. Workers shall be allowed at least one day off per seven-day week.

5. Behavior in the Workplace

Natus is committed to the supplier providing a workplace in which all people are treated with dignity and respect. Natus will not tolerate unlawful discrimination or harassment, or other unacceptable behavior in the supplier's workplace.

Discrimination and Harassment

Natus requires its Suppliers to provide a nondiscriminatory working environment that is committed to providing equal opportunities in employment, appointment, and advancement. Discrimination or harassment on the basis of, among other things, age, sex, sexual orientation, race, national origin, religion, disability or any other status protected under applicable law (each a "Prohibited Ground of Discrimination") is prohibited. You are required to comply with all applicable laws concerning discrimination in hiring and employment practices.

Supplier shall not tolerate or permit sexual harassment or any other form of harassment. Harassment includes any unwelcome comment or conduct related to a Prohibited Ground of Discrimination that might reasonably be expected to cause a person undue offense, where:

- the conduct has the purpose or effect of unreasonably interfering with an individual's performance; or
- the conduct creates an intimidating, hostile or offensive working environment. Harassment includes conduct that is abusive, threatening, demeaning or humiliating.

Other Unacceptable Behavior

You must treat everyone you deal with in your work for Natus with dignity and respect. Natus will not tolerate threats, violence or other inappropriate behavior in the workplace.

Alcohol and Drugs

The use of alcohol and drugs may have a negative impact on your performance and on Natus' reputation. Suppliers shall not assign any personnel to provide services to Natus who are impaired by drug or alcohol use. In addition, the use or possession of illegal

drugs on Natus property is prohibited at all times. Alcohol use is prohibited on Natus property, except under special circumstances specifically authorized by Natus, such as when alcohol is served at Natus-sponsored events.

Solicitation

Suppliers will often work closely with Natus personnel in the performance of services for Natus. Suppliers will not solicit for employment any Natus personnel with whom the Supplier has contact in the performance of services for Natus.

6. Personal and Confidential Information

Natus respects the privacy of personal information received from policyholders, customers, employees, and other individuals. Personally Identifiable Information (“PII”) is information that can be used to uniquely identify, contact, or locate a single person or can be used with other sources to uniquely identify a single individual.

Examples of PII include (without limitation) an individual’s home address and phone number, family and employment status, social security number, PIN number, health information, and financial information. All PII obtained by you in connection with your services to Natus shall be considered Natus’ confidential information and subject to the obligations described below. In addition, most jurisdictions have regulations relating specifically to the protection of PII. You must be familiar with those regulations and use PII only as necessary to perform your services and in compliance with all such regulations. Without Natus’ prior written consent, you shall not transmit or take any PII of Natus from the United States of America (“USA”) to locations outside of the USA, and you shall comply with all other security and confidentiality requirements communicated to you by Natus in your handling of Natus’ PII.

Confidential information of Natus, its employees, customers, suppliers and business partners who have entrusted non-public to Natus (collectively, “Confidential Information”) may be available or accessible to you in the course of your engagement with Natus. You must not disclose Confidential Information to any person outside of Natus, except as required by law. Any disclosure of Confidential Information outside of Natus must be approved by Natus.

Examples of Confidential Information include PII as well as non-public information about Natus:

- operations, results, strategies and projections;
- business plans, business processes, and customer relationships;
- product pricing, and new product and other business initiatives;
- prospective or actual customers, customers, suppliers, re-insurers or advisors;
- technology systems and proprietary products;
- lawyer/client communications;
- merger, acquisition, and divestiture plans, and
- customers, suppliers, and business partners who have entrusted Natus with such information.

You are responsible for protecting any Confidential Information in your possession against theft, loss, unauthorized disclosure, access or destruction, or other misuse. To protect Confidential Information, you should:

- only disclose Confidential Information to others, including personnel within Natus, on a need-to-know basis, or when authorized to do so;
- control access to Confidential Information by, for example, not leaving it unattended in conference rooms or discarding it in a public place; and
- refrain from discussing Confidential Information in public where you may be overheard, including in elevators, in restaurants, in taxis or on airplanes.

Your obligation to protect Natus' Confidential Information continues after your engagement with Natus has ended. As well, any documents or materials containing Natus' Confidential Information must be promptly returned to Natus at the end of your engagement.

7. Conflicts of Interest

You must disclose all actual or potential conflicts of interest. Some conflicts may be permissible if they are disclosed and approved. Otherwise, conflicts must be avoided.

Many situations could give rise to a conflict of interest or to the appearance of a conflict of interest, such as the following:

- using Natus property, information, or relationships for direct or indirect personal gain;
- providing gifts, entertainment, benefits, compensation, or any other advantages that could influence, or appear to influence, business decisions involving Natus; or
- using relationships with Natus personnel, such as a spouse, relative or close friend, to obtain work or business from Natus.

These are just examples. Since it is not possible to list all potential conflicts, you must exercise good judgment and common sense in anticipating situations that may give rise to a conflict of interest.

Conflicts will be reviewed upon disclosure. When the review is completed, you will receive a written response from Natus.

8. Gifts and Entertainment

Gifts and entertainment from Suppliers are only permitted under very limited circumstances. Before offering or providing anything of value (including meals and entertainment) to Natus personnel, you should be certain that you are permitted to do so.

A "gift" is anything of value for which a person is not required to pay the retail or usual and customary cost. A gift may include, but not be limited to, meals, products, services, travel, tickets to entertainment or sporting events, or other accommodations. Any gift or entertainment provided must be reasonable and modest, considered an accepted business

practice, and legal.

Please refer to the Conflict of Interest section of this Code for further guidance regarding gifts and entertainment.

9. Honesty, Fair Dealing and Bribery and Anti-Corruption Policy

In carrying out duties for Natus and in your general business conduct, you shall always deal fairly and honestly, and You shall not take unfair advantage of others through manipulation, concealment, abuse of confidential information, misrepresentation, or other unfair business practices.

Bribery, extortion, corruption, or attempts to influence people inappropriately in order to obtain a business advantage or access is prohibited. Without limiting the foregoing, you may not give, offer, or promise anything of value to anyone, whether a government official, corporate representative or other party, to influence actions or to obtain an improper advantage for yourself, Natus, or any third party. You shall maintain your own internal policies and procedures to comply with all applicable laws pertaining to bribery and corruption.

10. Fraud Prevention

In carrying out duties for Natus and in your general business conduct, you must not initiate, participate, or assist in fraudulent or dishonest activities. Such activities include, but are not limited to:

- theft, embezzlement or misappropriation of Natus funds or property, or the property or funds of others;
- falsification, misuse, or unauthorized removal of customer or Natus records;
- false representation or concealment of information.

11. Records

Natus records include all documents and data, whether paper or electronic, that are produced or received while doing Natus business. Natus has established certain record-keeping policies for document retention and destruction to comply with applicable law and business requirements. You are expected to adhere to those controls and policies as communicated to you by Natus.

You are prohibited from falsifying any record or account relating to the business of Natus, its customers, suppliers, business partners, and employees. In addition, you must not conceal, destroy or alter any Natus records that are relevant to any pending, threatened or anticipated regulatory investigation or legal proceeding. Such records must be retained until the matter is finally determined and you are otherwise instructed by legal counsel for Natus. If you believe that any Natus records in your possession are, or may be, the subject of litigation, audit or investigation, you must notify and consult with Natus. Failure to retain required Natus records may result in criminal and civil proceedings against you and Natus.

12. Communicating with Others

Personal Communications

Your personal communications should not identify Natus or your engagement to provide products or services to Natus. Do not use Natus letterhead, envelopes, fax cover sheets, or other communication materials containing Natus' name, logo or trademark for your personal communications unless you are authorized to do so by Natus. In any personal communication with politicians, public officials, industry or professional associations, the media or the general public, you should not lead people to believe that you are expressing the views of Natus.

Public Communications and Social Media

You shall not comment or provide information relating to Natus' businesses with respect to any products and/or services you provide in public forums (including internet chat rooms, bulletin boards, blogs, social and business networking sites) unless you are specifically authorized to do so by Natus. You should not make any statements on behalf of Natus.

13. Use of Natus Resources

Suppliers are required to protect Natus' resources, as well as the resources of its employees, customers, suppliers and business partners. Natus resources include all equipment, supplies, letterhead, documents, data (including, but not limited to, personal data of individuals maintained on Natus' systems), mail services, phone services, e-mail and Internet access, and any other resources provided by Natus. In addition, Natus resources may include property of others that Natus has licensed, acquired, or obtained permission to use. All such Natus resources are the property of Natus. You agree that your use of such Natus resources will comply with the following requirements:

- You shall use Natus resources only to provide services to Natus.
- You shall comply with all direction given you by Natus personnel with respect to your use of Natus resources.
- You shall use care and diligence to ensure that Natus resources entrusted to you are secure.
- You shall not remove Natus resources from Natus' facilities without specific written approval.
- You shall not use Natus resources in any way that is illegal, fraudulent, or inappropriate.
- You shall immediately return all Natus resources to Natus upon completion or termination of your services to Natus.

- You consent to Natus' inspection and use of any and all files, data and communications transmitted via or stored on Natus systems or equipment, including your personal files and e-mail messages on Natus systems.
- You shall not download or install unapproved software on Natus systems or equipment, remove any software from Natus systems or equipment, or copy, reverse engineer, or use any programs on Natus systems or equipment for any purpose other than the provision of services to Natus.
- You shall not disclose or provide access to Natus resources to any third party without written permission from Natus.
- You shall not duplicate copyrighted or patented material without permission from Natus.

14. Natus Intellectual Property

Natus' intellectual property is among its most valuable assets and Natus is committed to protecting it. Natus' intellectual property includes:

- brands, logos, slogans, domain names, business names, and other identifying features used to identify Natus and its products or services;
- software, scripts, interfaces, documentation, advertising and marketing materials, content (such as website content) and databases;
- trade secrets, ideas, inventions, systems and business processes; and
- Confidential Information, as addressed in the Personal and Confidential Information section of this Code.

You must use Natus' intellectual property only as required to provide services to Natus. Intellectual property created while carrying out the duties of your engagement with Natus, or using any Natus resources, is owned by Natus, unless otherwise specified in any written agreement between you and Natus.

You shall provide assistance as requested by Natus, both during and after engagement or appointment, in connection with its attempts to evidence, register or enforce its rights in such intellectual property, including the rights afforded by trademarks, copyrights and patents. Natus may require you to waive or assign all rights, title and interest in such intellectual property to Natus.

15. Environmental Stewardship

- a. Natus requires its suppliers to comply with Natus' enterprise-level environmental policy. Environmental stewardship is a key aspect of how Natus operates its business, as reflected in Natus' environmental policy. Suppliers are encouraged to adhere to similar environmental efforts as appropriate to their businesses and aligned with best practices locally and globally. This includes implementing processes to identify and

manage risks and opportunities related to climate change. Where appropriate to the size and nature of their operations, suppliers should address the environmental impacts from its operations including raw material usage, greenhouse gas emissions, water, waste, air quality and biodiversity.

- b. Suppliers are encouraged to track, manage, and mitigate the environmental impact of their operations and strategies, including those of their suppliers. Where feasible, suppliers should take steps to incorporate how they will mitigate the impact of climate change into their strategies and business resiliency plans, including establishing scope 1, 2 and 3 greenhouse gas (GHG) emissions reduction targets, and realizing these targets through efficiency measures, including selecting low GHG products and services, and other initiatives, where relevant and as applicable to their operations. If requested by Natus, suppliers are encouraged to disclose energy and GHG emissions management policies and performance.
- c. Suppliers are encouraged to take steps to conserve, reduce the use of, and reuse water in their own operations. Suppliers are also encouraged to manage water resources to ensure their operations do not prevent access to sufficient safe water, sanitation, and hygiene for all users in surrounding communities, including those both up and downstream from their facilities.
- d. Suppliers are also encouraged to take concrete steps to minimize or eliminate waste across their operations and those of their suppliers. Any waste, and in particular hazardous waste, must be managed in a responsible manner. Chemical and other materials posing a hazard if released to the environment should be identified and managed to ensure safe handling, movement, storage, recycling, reuse, or disposal. All workers who handle waste and hazardous wastes must be properly trained on how to deal with substances and the potential hazards the material presents if mismanaged or released to the worker and environment. Suppliers must only use permitted transporters and haulers that have a positive record of operating safely and complying with applicable transportation laws and best management practices.
- e. All materials used by suppliers must comply with applicable rules, laws, and regulations regarding the prohibition or restriction of specific substances to ensure safe and responsible handling, storage, movement, reuse, recycling, and disposal.
- f. Suppliers are subject to supply chain audits for compliance with the environmental management and stewardship principles set forth herein.

16. Summary

This Code cannot address every situation that may pose a legal or ethical issue. If you encounter a situation for which this Code does not provide specific guidance, the following questions may help you make the right decision:

- Is it fair and ethical?
- Is it legal?
- How would this situation be perceived by a co-worker, a customer, a stakeholder, or a regulator?

- How would this situation be perceived if it were made public?
- Are my actions consistent with the overall values described in this Code?

If you are unsure of the proper conduct in a particular situation, or would like further guidance, please contact Natus.

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