

Align Aerospace LLC – Code of Conduct

All Align business partners, including suppliers, representatives, consultants and contractors (collectively “Supplier”) are obligated to comply with high standards of ethical business practices that meet or exceed the expectations of the legal and regulatory requirements of the United States, other countries Supplier may be located or do business in and the corporate requirements flowed down to Align by its customers, even where those may not be directly flowed to Suppliers.

Compliance with Laws - Supplier shall comply with all applicable statutes and government rules, regulations and orders. Without acting as a limitation, Supplier shall comply with (i) all applicable country laws relating to anti-corruption or anti-bribery, including, but not limited to, legislation implementing the Organization for Economic Co-operation and Development “Convention on Combating Bribery of Foreign Public Officials in International Business Transactions” (the “OECD Convention”) or other anti-corruption/anti-bribery convention; and (ii) the requirements of the Foreign Corrupt Practices Act, as amended, (“FCPA”) (15 U.S.C. §§78dd-1, et. seq.), regardless of whether Supplier is within the jurisdiction of the United States, and Supplier shall, neither directly nor indirectly, pay, offer, give, or promise to pay or give, any portion of monies or anything of value received from Align to a non-U.S. public official or any person in violation of the FCPA and/or in violation of any applicable country laws relating to anti-corruption or anti-bribery.

Trade Control Compliance - Supplier shall comply with all export and import laws, regulations, decrees, orders, and policies of the United States Government and the Government of any country where Supplier is located or does business in, including but not limited to the Export Administration Regulations (“EAR”) of the U.S. Department of Commerce, the U.S. Customs & Border Protection Regulations, the Harmonized Tariff Schedule, and the anti-boycott and embargo regulations and guidelines as set forth in the EAR and in the U.S. Department of the Treasury, Office of Foreign Assets Control (collectively, “Trade Control Laws”). Supplier represents that it maintains an effective export/import control compliance program in accordance with all applicable Trade Control Laws. Supplier commits to timely inform Align of any actual or alleged violations of any applicable Trade Control Laws, including any suits, actions, proceedings, notices, citations, inquiries, or other communications from any government agency concerning any actual or alleged violations by Supplier and shall comply with all reasonable requests from Buyer for



information regarding any such violations.

Protection of Confidential and Proprietary Information - Supplier shall keep confidential and protect from unauthorized use and disclosure all confidential, proprietary and/or trade secret information disclosed by Align, even if not specifically identified as such. Supplier shall use such information only in the performance of and for the purpose of any Contract, order, or other agreement between the parties.

Counterfeit Goods - Supplier shall implement an appropriate strategy to ensure that Goods supplied to Align are not Counterfeit Goods. Supplier bears responsibility for procuring authentic Goods or items from its subcontractors and shall ensure that all such subcontractors comply with the requirements of this Article.

Code of Basic Working Conditions and Human Rights Supplier certifies that it is committed to providing a safe and secure working environment and the protection and advancement of basic human rights in its worldwide operations. In furtherance of this commitment, Supplier confirms it has adopted a Code of Basic Working Conditions and Human Rights including conducting Supplier's operations in a manner that is fully compliant with all applicable laws and regulations pertaining to proscribed practices, fair wages, non-discriminatory treatment of employees, freedom of association, assurance of personal privacy, maintaining health and safety in the workplace and rights to collective bargaining.

Supplier shall further certify in writing upon request from Align, that it does not engage specifically in the following proscribed practices and has policies, practices and procedures in place, as well as flow down to all levels of its supply chain, to ensure compliance with the most current legal and regulatory requirements. Proscribed practices include:

- The use of child labor
- The use of forced or compulsory labor
- Employment in contravention of 'Modern Slavery' prohibitions
- Human trafficking
- Employment of illegal foreign labor

Gratuities - Supplier warrants that neither it nor any of its employees, agents, or representatives have offered or given, or will offer or give, any gratuities to Align's customers, employees, agents or representatives for the purpose of securing any business or securing favorable treatment for Align that is not in compliance with all legal and regulatory requirements.



Environmental Health and Safety Performance - Supplier acknowledges and accepts full and sole responsibility to maintain an environment, health and safety management system ("EMS") appropriate for its business throughout. Align expects that Supplier's EMS will promote health and safety, environmental stewardship, and pollution prevention by appropriate source reduction strategies. Supplier shall convey the requirement of this clause to its suppliers.