



DermLite Code of Conduct

31st August 2023

1. Purpose and Scope

This Code of Conduct applies to DermLite LLC (“DermLite”) as well as to all DermLite partners. It outlines our core principles related to business ethics, human rights, employment, health and safety, and environmental sustainability. This Code is inspired by:

- a. UN Declaration of Human Rights UN Global Compact
- b. ILO Principles of Rights at Work
- c. OECD Guidelines for Multinational Enterprises

We are committed to responsible production and sustainable practices across our value chain, including our closest partners.

2. Legal Compliance and the Code

This Code sets up expectations for DermLite suppliers and other partners. If provisions in other laws, regulations or rules have a more stringent position to the standards written in this Code, those shall be observed and complied with. In instances where local laws are more stringent than this Code, local laws shall take precedence. It is fundamental that suppliers and other partners comply with all applicable laws, rules, and regulations in the countries where they operate.

3. Business Ethics and Anticorruption

All DermLite partners are expected to engage in good business practices and to foster an environment free from corruption, bribery, extortion, or embezzlement. Whistleblowers are protected and can report concerns anonymously at dermlite.com/feedback or via email at qa@dermlite.com. Suppliers shall not offer or accept any benefits or other means to obtain any improper advantage. Such improper benefits may comprise cash, non-monetary gifts, pleasure trips or services and amenities of any other nature.

Suppliers and other DermLite partners shall avoid conflicts of interest that may compromise the supplier's credibility.

Suppliers shall respect and comply with all applicable competition laws and regulations and not enter into discussions or agreements with competitors concerning pricing, market sharing or other similar activities.

Suppliers should respect intellectual property rights and protect information by safeguarding it against misuse, theft, fraud, or improper disclosure.

Personal information (including that from workers, business partners, customers, and consumers in their sphere of influence) shall be collected, used, and otherwise processed with reasonable care, in accordance with privacy and information security laws and regulatory requirements.

4. Human Rights

DermLite expects partners to respect internationally recognized human rights, which apply to all workers, regardless of employment status, including temporary, migrant or contract workers and direct employees within the organization or at sub-suppliers. All workers shall have the right to enter and to terminate their employment freely. Suppliers should take measures to avoid causing, contributing to, or being linked to negative human rights impacts.

Child labor is unacceptable, unless the exceptions recognized by ILO apply. Age-verification mechanisms must be both robust and respectful.

5. Modern Slavery and Forced Labor

All forms of modern slavery are unacceptable. Suppliers and other DermLite partners shall not participate in, or benefit from, any form of forced labor. Restriction of the movement of employees by, for example, confiscation of identity documents and/or passports, withholding of wages, abusive working conditions, violence, or any other abuse is not acceptable.

6. No Discrimination

Suppliers and other DermLite partners shall not discriminate or exclude persons based on gender, age, religion, race, caste, birth, social background, disability, ethnic and national origin, nationality, membership in unions or any other legitimated organization, political affiliation or opinions, sexual orientation, family responsibilities, marital status, diseases, or any other condition that could give rise to discrimination. Workers shall not be harassed or disciplined on any of the grounds listed above.

7. Indigenous People

Suppliers shall respect the rights of indigenous and tribal peoples and their social, cultural, environmental, and economic interests, including their connection with lands and other natural resources.

8. Employment Conditions

All DermLite partners should adhere to the true spirit of employment laws, avoiding employment arrangements that undermine worker protection. This includes apprenticeship schemes without intent to impart skills or provide regular employment, and seasonal or contingency work when used to undermine workers' protection and

labor-only contracting. Use of sub-contracting may not serve to undermine the rights of workers.

9. Clear Employment Conditions

Suppliers and other DermLite partners should, before employment, provide the workers with understandable information about their rights, responsibilities, and employment conditions, including working hours, remuneration and terms of payment.

10. Fair Remuneration

DermLite is committed to the well-being of all workers in our supply chain and partnership network. We expect our suppliers and partners to compensate their workers in a manner that not only adheres to legal standards but also supports a dignified standard of living for workers and their families. This includes the provision of all legally mandated social benefits.

At a minimum, suppliers and all DermLite partners must meet or exceed wage requirements as set forth by local, state, or national governments, or industry standards approved through collective bargaining—whichever is higher.

Wages must be paid promptly, regularly, and entirely in lawful currency. While partial compensation in the form of allowances "in kind" may be acceptable, it must conform with International Labour Organization (ILO) guidelines. Compensation levels should be commensurate with the skills and education required for each role and should reflect only regular working hours. Furthermore, we encourage an annual review of wage levels to ensure they remain fair and reflective of living costs.

Any wage deductions must be carried out only under circumstances that are legally permissible or established by collective agreements.

This policy aligns with our commitment to social responsibility and is central to maintaining a sustainable, respectful, and mutually beneficial relationship with our partners and suppliers.

11. Decent Working Hours

DermLite partners must adhere to applicable laws and collective agreements on working hours, including voluntary and premium-paid overtime.

Overtime shall be voluntary, paid at a premium rate according to applicable laws and regulations or agreed to in relevant collective agreements. Overtime is expected to be paid at no less than one and one-quarter times the regular rate. There shall be rest breaks every day, and during overtime work.

12. Grievance channels

DermLite suppliers and other partners should ensure that workers are not subject to inhumane or degrading treatment, corporal punishment, mental or physical coercion and/or verbal abuse. All disciplinary procedures must be established in writing and are to be explained verbally to workers in clear and understandable terms.

DermLite expects suppliers and other partners to have grievance mechanisms that are available to personnel and interested parties, to make comments, recommendations, reports, or complaints concerning the workplace, the environment or supplier's business practices.

To report grievances, please email qa@dermlite.com or provide anonymous feedback at dermlite.com/feedback.

13. Health and Safety

DermLite partners are expected to provide a safe working environment and adhere to both domestic and international health and safety standards.

14. Environmental performance

DermLite expects its partners to exercise diligent environmental stewardship, in compliance with local laws as well as international best practices. We urge our partners to:

- a. Regulatory Compliance: Ensure all required environmental permits, licenses, and registrations are obtained, maintained, and kept up to date. Adhere to all environmental laws and regulations, and report any environmental incidents as required by local or international authorities.
- b. Hazardous Materials Management: Work towards eliminating the use of hazardous materials in your operations whenever feasible. When elimination is not possible, you are expected to ensure the safe handling, storage, and disposal of such substances in accordance with relevant guidelines, including but not limited to European Union directives REACH and RoHS.
- c. Pollution Prevention: Actively engage in practices that minimize environmental harm, with a focus on reducing pollution affecting air, soil, and water wherever possible.

15. Management system and goals for continuous development

DermLite is committed to fostering enduring relationships with our suppliers and partners. As part of this commitment, we place high value on your ability to continuously evolve and improve your practices. We require that you implement a structured management system aimed at achieving measurable and ongoing improvements in sustainability performance.

This approach underscores our mutual interest in sustainable development and sets the stage for a long-lasting, mutually beneficial partnership.

16. Follow-up of the Code of Conduct

DermLite expects suppliers and partners to allow DermLite to conduct audits of operations relevant to the DermLite Code. DermLite also expects its suppliers to conduct appropriate due diligence in their own operations and supply chain.

Should an audit or other review indicate that a supplier or partner falls short of meeting the stipulations of this Code, DermLite may offer specific guidance on areas needing correction or enhancement. The supplier or should then take corrective actions. If suppliers or partners find that DermLite itself is not adhering to the standards set forth in this Code of Conduct, we strongly encourage these concerns to be reported directly to our board of directors.