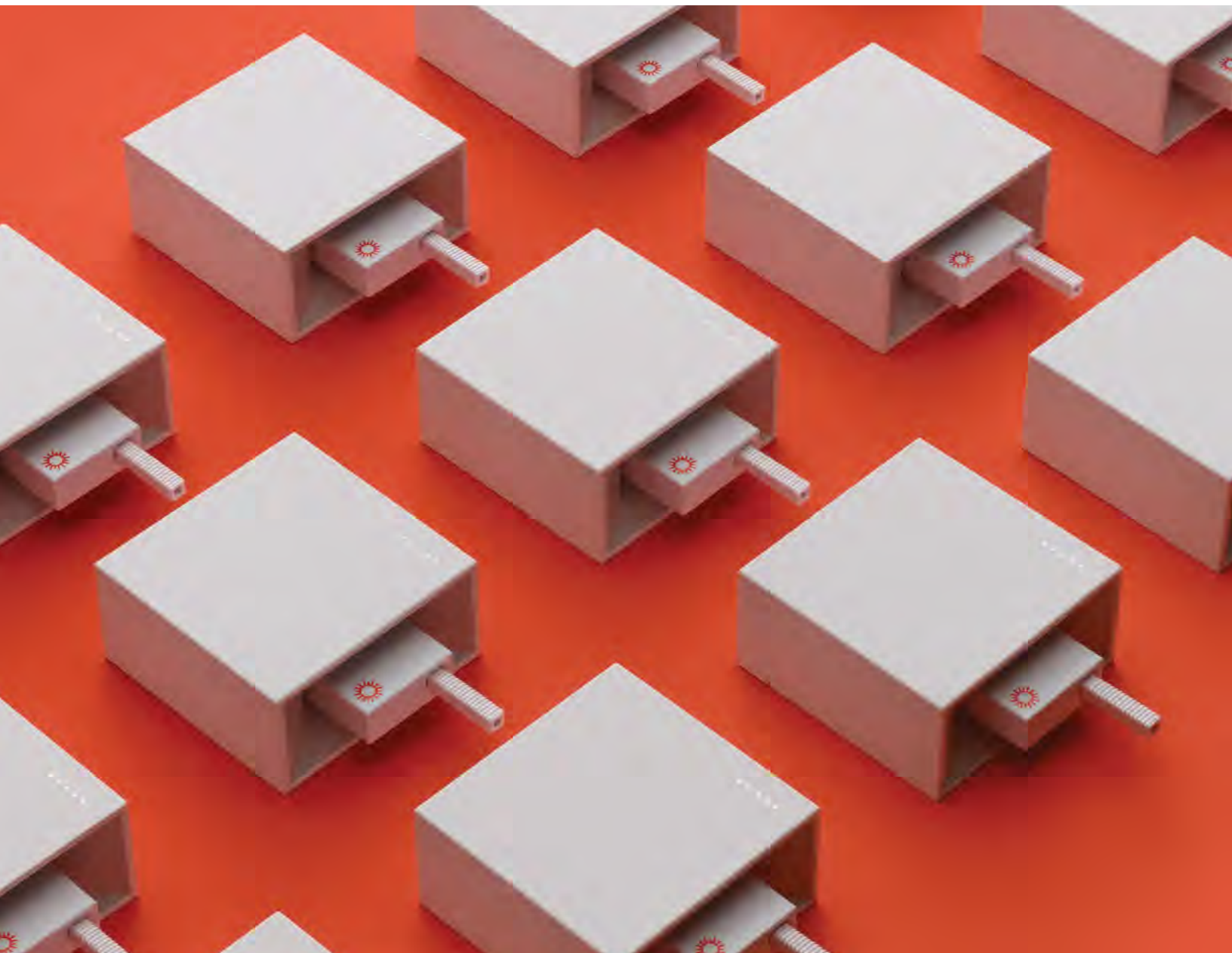


# **Cue Health Inc. Supplier Code of Conduct**





## Cue Health Inc. Supplier Code of Conduct

At Cue Health Inc. (“Cue”), our mission is to empower people to live healthier lives. We operate with the highest standard of ethics and integrity. Additionally, we believe in a resilient, diverse, and ethical supply chain, applying the fundamental principles of human rights, labor, environmental protection, and anti-corruption objectives to ensure long-term business success and integrity.

Our suppliers are an extension of our business. The Cue Team expects our Suppliers to embrace ethical business practices and to share our dedication to these principles by incorporating them into their strategies, policies, and procedures.

Cue is committed to treating all workers with respect and dignity, ensuring safe working conditions, and conducting environmentally responsible, ethical operations. Child labor and illegal, abusive, or forced labor have no place in our operations or the operations of our partners. We expect Suppliers in our supply chain, and their Suppliers, to embrace the following social, environmental, and ethical responsibilities.

Suppliers must be able to demonstrate compliance with this Supplier Code of Conduct at the request and satisfaction of Cue, through surveys, audits and/or confidential employee and on-site contractor interviews.

## Scope

This Policy also applies to suppliers, vendors, and other third-party providers of goods and services to any Cue business, and to Cue’s direct and indirect affiliates, including parent wwcompanies, subsidiaries, and sister companies (collectively, “Suppliers”). In addition, Suppliers will provide a copy of this Supplier Code of Conduct to its suppliers, vendors and subcontractors that provide goods or services to Supplier that are provided to Cue. Suppliers will use reasonable efforts to ensure such suppliers, vendors and subcontractors understand this Supplier Code of Conduct.

## Human Rights and Labor

Cue is committed to upholding the human rights of workers. As a result, Suppliers must manage their own workforce by protecting and upholding internationally proclaimed human rights of workers, and treating workers with dignity and respect. Suppliers must make sure that they are not complicit in human rights abuses, and that they comply with all legal and regulatory requirements pertaining to human rights and labor practices.

### **Human trafficking, compulsory prison or slave labor, and physical abuse**

Suppliers shall not use workers, which includes but is not limited to employees or contractors, obtained through human trafficking, prison labor, forced labor or slave labor, or inflict any physical abuse or corporal punishment. This includes the transportation, harboring, recruitment, transfer, or receipt of persons by means of threat, force, coercion, abduction, fraud, commercial sex acts or payments to any person having control over another person for the purpose of exploitation. Suppliers shall use the ILO “Indicators of Forced Labor” to identify instances of forced labor in the





supply chain. In addition, the work force shall not be required to hand over passports or identification documents or pay recruitment-related fees. Suppliers shall maintain awareness of, and comply with, all applicable laws and regulations, including but not limited to the Uyghur Forced Labor Prevention Act (“UFLPA”) and laws prohibiting forced and child labor in the supply chain.

Cue will not conduct business with Suppliers employing prison labor, forced labor, or slave labor. Cue recognizes that some Suppliers maintain work study programs where students receive academic credit instead of payment or receive credit in addition to receiving payment for working with Suppliers. If the work study program is certified by the applicable academic institution and confirmed in advance by the Supplier, this type of program will not be deemed forced labor.

Cue reserves the right to verify compliance by performing investigations and audits to confirm that business is being ethically conducted. All Suppliers through which Cue performs business are required to fully and promptly cooperate with Cue’s internal and external auditors or investigators. Any actions taken to hinder investigation will be considered a violation of this policy.

#### **Child workers, young workers, and student interns**

Suppliers shall not use child labor. Suppliers shall only use workers who meet or exceed the minimum legal age for employment as defined by applicable local law for the role, location, and nature of their work. Suppliers shall not employ any person in a manner that would result in the Supplier or any person violating any law, including laws regarding work interfering with schooling or the completion of compulsory education and working in safe and non-dangerous and non-hazardous conditions.

In addition to complying with applicable law regarding dangerous and hazardous work, Suppliers shall not use any person under the age of eighteen (18) (or such other age mutually agreed in a written agreement between Supplier and Cue) in connection with work that exposes such person to dangerous or hazardous conditions, or where the safety or welfare of the person is at risk. Suppliers must comply with child labor laws. “Child” means any person under age fifteen (15), under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is greatest. Workers under the age of eighteen (18) will not perform work that is likely to jeopardize their health or safety, including night shifts and overtime. Suppliers should use adequate and verifiable mechanisms for age verification as a part of their employment process.

#### **Fair treatment, nondiscrimination, diversity, and inclusion**

Suppliers will not permit harassment, abuse, corporal punishment, or inhuman treatment. Discrimination for reasons such as race, sex/gender, religion/creed, color, national origin, age, disability (including mental and physical medical conditions), veteran/military status, sexual orientation, gender identity or expression, marital status, pregnancy, ancestry, genetic information or citizenship status, union membership or any other unlawful reason is prohibited. Cue expects Suppliers to share our commitment to equal opportunity in employment and to promote diversity. In addition, Suppliers will demonstrate a commitment to identify, measure, and improve a culture of diversity and inclusion through all aspects of workplace management. Supplier shall also comply with the following laws even if Supplier is not otherwise subject to such laws: The California Transparency in Supply Chains Act of 2010, and the UK Modern Slavery Act 2015.

#### **Wages, benefits, and working hours**

Suppliers must pay legally-mandated wages and benefits, comply with the law regarding wage reductions, and provide workers with the basis on which they are paid. Suppliers are expected not to deduct from wages as a disciplinary





measure. Workers should be allowed at least one day off every seven days. Suppliers must keep accurate records regarding employee working hours and vacation hours as required by law.

**Freedom of association**  
Workers will be permitted to associate freely, bargain collectively, and seek representation in accordance with local laws. Workers must be able to communicate openly with management regarding working conditions and pay practices without threat of reprisal, retaliation, intimidation, or harassment.

## Health and Safety

Suppliers will provide a secure, safe, and healthy workplace, minimizing exposure to accidents, injury, and health risks, and complying with all legal and regulatory requirements. Suppliers must also ensure that required training of personnel, including sub-supplier and subcontractors, has been completed prior to starting any work for Cue. Suppliers must also control exposure to safety hazards to the worker and to the public; and ensure employees stop work any time unsafe conditions or behaviors are observed until the job can be completed safely.

Suppliers shall identify and assess potential emergency situations in the workplace and in Supplier-provided housing that might adversely impact the health or safety of workers. Suppliers must minimize the impact of such potential emergency situations by implementing emergency plans and response procedures, including without limitation evacuation procedures in the event of an emergency. Suppliers must periodically review and update, as necessary, emergency plans and response procedures.

## Environmental and Sustainability

Suppliers must operate in an environmentally responsible and efficient manner to minimize adverse impacts on the environment. In manufacturing operations and construction, suppliers will strive to create regenerative processes and will minimize adverse effects on the community, environment, and natural resources while safeguarding the health and safety of the public. This will include obtaining environmental permits and following reporting requirements; focus on resource efficiency and clean energy; identify and manage hazardous and restricted substances; and work to reduce or eliminate waste of all types.

Suppliers shall reduce their environmental footprint through minimizing their use of synthetic materials, natural resources and the environmental impact of their activities. Suppliers should strive to reuse resources and utilize renewable energy to the best of their means.

## Ethics and Compliance

Suppliers must conduct business in full compliance with all applicable anti-corruption laws, codes and regulations of the countries in which Suppliers operate as well as the United States' Foreign Corrupt Practices Act and the UK Bribery Act 2010. Suppliers will not offer to pay, promise to pay, or authorize the payment of money or anything of value to a



government official in order to influence any act or decision of the government official in his or her official capacity or to secure any other improper advantage in order to obtain or retain business. Likewise, Suppliers are prohibited from giving, offering, requesting, accepting or receiving something of value to or from an individual or company to secure an improper advantage in commercial conduct. Any offer, promise, grant or gift made by a Supplier must comply with applicable laws, codes and regulations and must not create an appearance of bad faith or impropriety.

The term “government official” covers officials (elected, appointed or otherwise), representatives, agents, contractors, officers and employees of any government or other public body, bureau, agency, board, administration, or other legal entity or subdivision at any level, including without limitation directors, officers and employees of state-owned enterprises, political parties, and public international organizations.

Suppliers must adhere to and comply with all local, state, provincial, national and federal laws, regulations, codes, rules, orders and other legal requirements in the countries and jurisdictions in which they operate. This includes, but is not limited to, the laws of each country of origin of the Supplier’s goods, each country where the Supplier stores, processes, manufactures, or sells any goods, and in each country where Suppliers provide services and where Suppliers’ customers receive or access services.

Any concern a supplier has regarding unethical conduct, or a potential conflict of interest, should be reported through Cue’s regulatory compliance website at [cuehealth.ethicspoint.com](https://cuehealth.ethicspoint.com) or via email to [compliance@cue.me](mailto:compliance@cue.me)

#### **Conflict minerals**

Suppliers agree to comply with Cue’s Conflicts Mineral Policy by tracking and reporting on the presence or use of conflict minerals in the parts, components, or materials supplied to Cue. Suppliers must provide Cue with a completed Conflict Minerals Reporting Template (CMRT) that documents all the facilities that refine and smelt tin, tantalum, tungsten, and/or gold supplied to Cue. Such tracking and reporting is further defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and implementing regulations promulgated by the U.S. Securities and Exchange Commission.

#### **Animal welfare**

If Supplier uses animals in connection with the conduct of Supplier’s business, then Supplier shall comply with all applicable laws, permits, licenses, registrations, restrictions and authorizations related to such testing. Suppliers shall make every reasonable effort to treat animals humanely and utilize testing that minimizes pain and stress, while adhering to any operational and reporting requirements related to such testing.

#### **Privacy and confidentiality**

Cue expects its suppliers to comply with all applicable data protection and privacy laws and ensure that any personal data provided by or related to Cue or its employees, customer, agents, or representative is obtained properly, stored securely, and is used only for those business purposes for which the data is obtained. Suppliers will not share or sell data it handles on Cue’s behalf. Suppliers acknowledge and will comply with rules regarding the transfer of personal data between certain countries.

We expect that suppliers will apply levels of data protection that are similar to our own, and never below the legal, contractual, or other binding obligation that may apply—when handling any information on our behalf, whether it’s our employees’ or our customers’. As new privacy laws continue to emerge, suppliers are expected to work promptly and in good faith with Cue to implement additional controls or contractual provisions as legally required.





Suppliers are also expected to ensure the confidentiality of data provided by Cue. Suppliers are expected to maintain effective physical, technical, and administrative controls over the privacy and security of the data they are handling and must ensure that its subcontractors meet similar data protection standards. Finally, suppliers must immediately report any suspected or actual data breaches involving the exposure of Cue's data—whether it is Cue employee or customer data.

## Conflicts of Interest

Shareholder, owner, member, director, officer, agent, contractor, or employee of Supplier (collectively, "Representatives") should not have any relationship, financial or otherwise, with any person, entity, or government official that conflicts, or appears to conflict, with the Representative's obligation to act in the best interest of the Supplier. No family or other personal relationship may be used to improperly influence Suppliers' Representatives' business judgment.

Suppliers shall deal with Cue in a transparent, fair, honest and objective manner without favor or preference based on personal financial considerations or personal relationships and in compliance with applicable laws, including without limitation all antitrust and fair competition laws. Generally, antitrust laws prohibit agreements between companies that restrict competition, such as price fixing, market or customer allocation, market sharing or bid rigging with competitors, or the abuse of a dominant position in the market.

Suppliers may not take unfair advantage of anyone through misuse or misappropriation of proprietary or confidential information, misrepresentation of material facts, or any other unfair business practice as such practices are contemplated by applicable law.

## Management Systems

Suppliers must use administrative and management systems to facilitate continual improvement and ensure compliance with this Supplier Code of Conduct. The systems must be that Supplier accomplishes the following: identifies and complies with all legal and customer requirements; establishes processes to identify, monitor, and comply with all applicable laws, regulations, standards, and requirements; identifies risk management processes; maintains documentation necessary to demonstrate conformance with this Supplier Code of Conduct and compliance with applicable laws, regulations, rules, ordinances, permits, licenses, approvals, and orders; creates a training program for all workers and suppliers; establishes a continual improvement process; and maintains open and direct communication with appropriate business functions including Cue. Suppliers will promptly notify Cue of any issues with compliance with this Supplier Code of Conduct or breach of any specific requirements of this Supplier Code of Conduct.

## Contact

Supplier and/or its representatives should direct any questions, concerns or incidents of non-compliance with the Cue Supplier Conduct to:

- Cue's Supplier Management team at [suppliers@cue.me](mailto:suppliers@cue.me),
- Cue's Help and Support Team at [support@cue.me](mailto:support@cue.me), or
- You may anonymously report through [cuehealth.ethicspoint.com](https://cuehealth.ethicspoint.com).