



## Vendor Code of Conduct and Responsible Sourcing Policy

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## 1. Vendor Code of Conduct

1. Elementum 3D (E3D) is committed to operating our business with the highest standards of ethics, honesty and integrity, and we select and treat our business partners honestly, fairly and objectively. As a condition to doing business with E3D, vendors, suppliers, contractors, consultants, agents and other providers of goods and services ("Vendors") who conduct business with E3D must comply with all applicable laws and regulations and act in accordance with the same ethical principles under which E3D operates. While we recognize that there are different legal and cultural environments in which Vendors operate throughout the world, we have established this Vendor Code of Conduct ("Vendor Code") to set forth these principles and the basic requirements a Vendor must meet to maintain a business relationship with E3D.
2. All Vendors must comply with this Vendor Code. In addition, Vendors must ensure that their contractors and suppliers who provide goods and services to Vendors, also comply with the principles of this Vendor Code or meet this requirement through compliance with the Vendor's own code if it embodies the same philosophy and basic principles contained in this Vendor Code.
3. The standards and requirements herein equally apply to all Vendor employees and workers including, but not limited to, permanent, temporary, full-time, part-time, contract and agency employees. ("Employee or Employees"). Compliance with this Vendor Code is in addition to, not in lieu of, any Vendor obligations set forth in any agreements, covenants, representations, warranties or guarantees between a Vendor and E3D. Additionally, compliance with this Vendor Code is each Vendor's individual responsibility and we recommend that each Vendor regularly communicate this Vendor Code and its requirements to its officers, employees and others in the Vendor's supply chain.

## 2. Compliance with Laws and Regulations

E3D conducts business in full compliance with all applicable laws, rules and regulations wherever we do business. Vendors must also conduct their business in accordance with the highest standards of ethical behavior and in compliance with all applicable laws, rules, regulations and industry standards. Where the applicable laws and Vendor Code address the same subject and are not in conflict, the highest standard will apply. Should any Vendor Code requirement conflict with applicable laws, the highest standards consistent with applicable local laws will apply.

## 3. Anti-Bribery

Vendors must not engage in any acts of bribery or violate any applicable anti-bribery laws, including the U.S. Foreign Corrupt Practices Act, UK Bribery Act, and all local anti-bribery laws and regulations. Vendors must not give, agree to give, offer or receive,

directly or indirectly, anything of value including payments, gifts or favors to influence the behavior of another business partner, government official or public or political officer.

#### **4. Affiliation with Governments and Government officials**

Vendors must immediately disclose to E3D any affiliation in regard to ownership or beneficial interest in a Vendor's business by a government or government official of more than 5%. These must be disclosed to E3D prior to any business relationship or immediately after Vendor becomes aware of such interest; provided that if a Vendor is a publicly listed company, Vendor shall only be required to disclose to E3D any such ownership or beneficial ownership interest if the Vendor has actual knowledge of any such ownership.

The following are examples of persons who may be considered government officials:

- Any officer or employee of a foreign government, regardless of rank;
- Employees of government-owned or government-controlled businesses, such as a hospital;
- Foreign politicians, political parties or candidates for office; and
- A family member or agent of the above.

#### **5. Conflicts of Interest**

1. Vendors must report or declare to E3D any situation that is a conflict of interest and avoid all conflicts of interest with E3D Employees that may impact their relationship with E3D. A "conflict of interest" can take many forms but arises when personal activities and relationships interfere with, or appear to interfere with, business decisions and actions.
2. Examples of a potential "conflict of interest" include:
  - A Vendor and an E3D employee having a contractual or financial relationship outside of E3D business and/or
  - A Vendor and an E3D employee having a familial or romantic relationship.

#### **6. Gifts and Entertainment**

- As a general rule, gifts must never be given or received if they are intended or expected to influence E3D business-related decisions, including obtaining or retaining business, or to influence a government official. Further, the offering or receipt of extravagant gifts, cash or cash equivalents such as gift cards from a vendor to E3D or an E3D employee is never acceptable. The offering or receipt of a gift of minimal value may be permitted, provided that it is done openly and lawfully in accordance with acceptable practices in our industry and the location in which it is taking place.

- Any meals provided by Vendors to an E3D employee must be moderate in value, provided only in the course of the Vendor's business with E3D, and with the Vendor present.

## **7. Antitrust / Competition Law**

E3D is committed to achieving success through fair and legal competition and strictly prohibits any activity that violates antitrust laws or unlawfully restrains competition. Vendors must comply with applicable antitrust and competition laws to ensure equal opportunities and must not engage in any business practice designed to unlawfully restrain competition.

## **8. Trade Control Laws**

1. E3D may be subject to trade control laws in various countries in which we do business, and E3D is committed to full compliance with these laws. Vendors doing business with E3D must also comply with these laws, including:
  - Export controls, trade restrictions, trade embargoes, and economic sanctions, which limit or prohibit E3D or Vendors from engaging in business activities with certain countries, individuals or entities;
  - Anti-boycott laws that prohibit companies from participating in or cooperating with an international boycott that is not approved or sanctioned by the U.S. government; and
  - Other import or export laws that require E3D or Vendors and their business partners to pay duties and/or to obtain specific licenses, permits or other documentation before transferring products and technical data across borders.

## **9. Human Rights**

Global human rights are fundamental to the operations of E3D's business. Human rights are rights, freedoms and standards of treatment regarded as belonging to all persons. E3D respects and supports internationally recognized human rights and is committed to high standards of ethics, honesty and integrity and demonstrating respect and dignity for violence or other forms of coercion, or any other form of physical or non-physical or verbal abuse of Employees and shall not make use of public punishment systems.

## **10. Child Labor**

Child labor must not be used, and Vendors must comply with all applicable labor laws, regulations and guidelines related to hiring, wages, hours worked, overtime and working conditions. Vendors must ensure that all Employees are legally eligible for employment and meet the applicable minimum legal age. Vendors shall maintain verifiable one another and those with whom we do business. Vendors shall share in E3D's respect and support of these standards.

## **11. Forced Labor and Coercement**

1. Vendors must not use involuntary labor of any kind, including prison labor, debt bondage, indentured servitude or forced labor. E3D does not tolerate involuntary labor of any kind and will not do business with any person or Vendor that is involved with or facilitates human trafficking.
2. Vendors shall not engage in, support or allow the use of corporal punishment, threats of violence or other forms of coercion, or any other form of physical or non-physical or verbal abuse of Employees and shall not make use of public punishment systems.

## **12. Money Laundering and Related Activities**

Vendors shall not engage in, support or allow any form of money laundering, terrorist financing or any other financing for illegal or illegitimate purposes.

## **13. Equal Opportunity**

1. E3D expects its Vendors to comply in each of the countries in which the Vendor operates with applicable federal, state and local employment laws and to provide equal employment opportunities to their Employees and applicants for employment, regardless of race, color, creed, religion, gender, sexual orientation, gender identity or expression, national origin, marital or civil union status, pregnancy, ancestry, citizenship, age, military or veteran status, disability, genetic characteristics, HIV status or any other characteristic protected by law. This expectation applies to all aspects of the Vendor's employment practices, including but not limited to, recruiting, hiring, training, transfers, promotions, compensation and terminations.
2. E3D encourages Vendors to have a policy in place to consider usability by, and inclusion of, individuals with disabilities when designing products and/or delivering services to E3D.
3. Vendors are also encouraged to have evidence of diversity and inclusiveness training that is comprehensive of race, color, creed, religion, gender, sexual orientation, gender identity or expression, national origin, marital or civil union status, pregnancy, ancestry, citizenship, age, military or veteran status, disability, genetic characteristics, HIV status or any other characteristic protected by law.

## **14. Unlawful Discrimination and Harassment**

1. E3D will not engage Vendors that unlawfully discriminate based on race, color, creed, religion, gender, sexual orientation, gender identity or expression, national origin, marital or civil union status, pregnancy, ancestry, citizenship, age, military or veteran status, disability, genetic characteristics, HIV status or any other characteristic protected by law.
2. Vendors shall explicitly ban and shall not engage in, support or allow any form of harassment or abuse of any Employees in the workplace.

## 15. Inclusive Supply Chain

1. E3D values, honors and respects differences and promotes diversity, equity and inclusion across our supply chain and expects its Vendors to do the same. E3D's inclusive supply chain principles are an integral part of E3D's commitment to do more good for people in our supply chain and in the local communities in which we operate. E3D encourages Vendors to have equivalent policies to promote diversity in their supply chains.
2. One key objective of E3D's inclusive supply chain principles is to identify, develop and utilize certified diverse businesses that can enhance our competitive advantage and provide innovative and cost-effective products and services for us and our customers. E3D is committed to providing diverse businesses with the equal opportunity to compete to supply E3D's goods and services or to become E3D's preferred suppliers or subcontractors. Vendors are encouraged to use their best efforts to procure diverse businesses to compete to supply to them or in their selection of preferred suppliers or subcontractors.
3. Diverse businesses refer to businesses owned, controlled, and operated by diverse persons. The definition of diverse persons differs in different countries. For example, in the United States, a "diverse business" is a company that is certified to be at least 51%-owned, -operated and -controlled by one or more minority, woman, LGBTIQ+ person, person with a disability, veteran, service-disabled veteran, or aboriginal or indigenous person.

## 16. Wages and Hours

Vendors must provide Employees with wages and benefits that, at a minimum, comply with applicable laws. While it is understood that overtime is often required in production areas, Vendors shall carry out operations in ways that limit overtime to a level that ensures humane and productive working conditions and is in accordance with local legal requirements. Vendors must pay overtime that meets all legal requirements. Vendors shall maintain a transparent and reliable system for records of working hours, wages and overtime for all Employees.

## 17. Working Conditions

1. Vendors must treat all Employees with respect and dignity and provide them with a safe and healthy working environment and, if provided by the Vendor, safe and healthy living accommodations. At a minimum, Vendors must provide potable drinking water, clean and accessible restrooms, adequate lighting and ventilation, fire and emergency exits, essential life safety equipment, emergency aid kits and access to emergency medical care.
2. Employees must be protected and prevented from exposure to severe health or safety hazards, which are to be understood as health or safety hazards that are likely to pose an immediate risk of causing death or permanent injury or illness. In addition, Vendors must comply with all applicable laws regarding working conditions, including worker health and safety, sanitation, fire safety, risk protection, and electrical, mechanical and structural safety.

## **18. Freedom of Association**

Vendors must recognize and respect the right of their Employees to form and join trade unions and to bargain collectively. Vendors must also respect Employees' right to work with government officials and community organizers to improve the overall economic and social well-being of the Employees' communities.

## **19. Grievance Mechanisms**

Vendors shall provide Employees with reasonable, appropriate, confidential and fair procedures for the resolution of grievances. Vendors shall have systems to allow Employees to report concerns and possible violations of applicable laws and regulations. Vendors must also have reasonable and fair procedures in place that ensure these violations will be properly reviewed and adequately remediated when reported, and Employees must be protected from retaliation if they raise these concerns to the Vendor.

## **20. Privacy and Personal Data**

Vendors must collect, process, use, store and retain personal data about E3D's employees, customers, suppliers, and other vendors, only for the purposes for which such data was collected or otherwise made available, in compliance with its contractual obligations with E3D and all applicable data privacy and data protection laws. Vendors shall share personal data only with those who need to know the information for a Vendor to provide the services for which it was engaged and shall demonstrate appropriate technical and security controls to ensure that all personal data is protected and secure from damage and unauthorized use. Vendors will immediately notify E3D of a known or suspected data breach and will work with E3D and, if applicable, law enforcement to contain and respond to such breach.

## **21. Confidential Information**

1. Vendors must not disclose E3D's or E3D's customers' confidential information to other parties and shall take all necessary steps to protect such confidential information. Confidential information includes inventions, formulas, processes, products, customer lists, programs, trade secrets, proprietary technology, expertise, domain names and all other non-public information of E3D or its customers. Vendors are also prohibited from (a) taking for themselves opportunities that are discovered through the use of E3D's or its customers' confidential information and (b) using E3D's or its customers' confidential information for the Vendor's gain.
2. E3D does not prohibit or restrict any Vendor from lawfully communicating truthful information, or cooperating with, or otherwise assisting in an investigation by any governmental agency or self-regulatory organization regarding a possible violation of law or responding to any inquiry from any such organization without first notifying the company, and your doing so shall not constitute a breach of this Vendor Code or any agreement with E3D. If you communicate any confidential information to a governmental agency or self-regulatory agency, you shall notify the agency of the



confidentiality of such confidential information and ask the agency to also protect the confidentiality of such confidential information.

3. In the event that the Vendor accesses, stores, hosts or processes E3D's confidential information, the Vendor shall, at no cost to E3D, complete E3D's standard risk assessment, furnish to E3D a copy of the Vendor's current information security policies and procedures, and provide E3D the opportunity to audit the Vendor's compliance with its responses to the risk assessment as well as with the provided policies and procedures. In addition, the Vendor must notify E3D as soon as practicable (but in no event more than twelve (12) hours) after the Vendor becomes aware of a breach or suspected breach of security or the detection of suspicious activity that affects or reasonably could affect E3D's confidential information and will cooperate with E3D in any breach notification process, or investigation conducted by E3D or any of its authorized contractors.

## **22. Use of trademarks and Domain Names**

Vendors must not use E3D's trademarks or domain names without E3D's written authorization to do so. Any request by a Vendor to use E3D's trademarks or domain names must be submitted to E3D for written approval prior to use.

## **23. Environment**

Vendors must comply with all applicable environmental laws, rules and regulations. As appropriate, Vendor facilities must have suitable plans for notifying local community authorities in the case of accidental discharge or release of hazardous materials or any other environmental emergency.

## **24. Conflict Minerals**

1. E3D is committed to the responsible sourcing of minerals through our global supply chain. In 2012, the U.S. Securities and Exchange Commission ("SEC") issued rules implementing the "conflict minerals" disclosure requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank"). Under these rules, E3D will report annually to the SEC on our use of conflict minerals (tantalum, tin, tungsten and gold) if it originated in the Democratic Republic of Congo ("DRC") or any of the DRC's adjoining countries in products used by E3D.
2. Underlying the Dodd-Frank disclosure requirements is a concern that conflict minerals originating in the DRC or adjoining countries may be mined and sold by armed groups to finance civil violence. These minerals can make their way on the supply chains of the products used by consumers and businesses around the world. Tracing these minerals in the international supply chain is complex.
3. We currently focus our compliance efforts in the following areas:
  - Conducting a reasonable country or origin inquiry with our global supply base as part of our conflict minerals due diligence process.



- We request vendors to identify products in their supply chain that contain conflict minerals and validate the country of origin of these materials by providing a completed CMRT form, or other verification that they have done their due diligence to ensure they are not using Conflict Minerals.
- E3D stores vendor forms or certificates for a period of 15 years.

## **25. Climate Change and the Environment**

Elementum 3D values preservation of the environment and climate. Advanced manufacturing and innovative high-performance materials are enabling technologies that can offer significant environmental benefits including improved end use efficiencies and life, reduced waste, reduced energy, optimized resource allocation, and reduced transportation requirements. Impacts to the environment and climate will be considered in balance with our other priorities within our system's objectives and risk evaluation, within the scope of our management system.

## **26. Reporting**

1. Vendors are required to promptly report any suspected or known violations of this Vendor Code. If you have questions about this Vendor Code or believe that someone may have violated it, please contact the Quality Team at Elementum.
2. E3D strictly forbids retaliation against any person who in good faith raises a concern or reports possible misconduct.

## **27. Monitoring and Enforcement**

As a condition of doing business with E3D, each Vendor must comply with this Vendor Code. E3D shall have the right, but not the obligation, to monitor compliance with this Vendor Code, including the right to conduct, or have its designee conduct, unannounced inspections of Vendors' facilities and records. If E3D determines that any Vendor has violated this Vendor Code, E3D may terminate its business relationship with the Vendor or require the Vendor to implement a corrective action plan.

## **28. Due Diligence Process**

E3D conducts risk-based due diligence when selecting Vendors. All Vendors are required to cooperate with E3D's due diligence process and must accurately complete all questionnaires and provide any requested supplemental documentation and information in a timely manner.

## **29. No Third Party Beneficiary Rights**

This Vendor Code shall in no way be construed as conferring, or in any way granting rights of any kind to any Vendor or third party.



### 30. Right to Modify

E3D reserves the right to amend, modify or discontinue this Vendor Code at any time for any reason.

### 31. Revision History and Document information

Revision	Revision date	Changes made
A	24Oct2023	Initial Release
B	23Apr2024	Added Climate Change and Environment section
--	06Feb2026	Document reviewed, no changes needed.

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Sensitivity	Public		