

**MEDICOM GROUP INC.
SUPPLIER CODE OF CONDUCT**

PURPOSE AND SCOPE

Medicom strives to do business with suppliers and business partners that share our commitment to the highest ethical standards and utmost integrity.

This Supplier Code of Conduct sets out the expectations we have of third parties with whom we conduct business, including suppliers, contractors, service providers, consultants, advisors, and other business partners and their respective employees and subcontractors working on their behalf (collectively, our "**Suppliers**"). Our Suppliers are expected to conduct their activities in accordance with the highest legal, ethical, and professional standards, and to comply and operate in a manner consistent with our corporate social responsibility philosophy and the Ten Principles of the United Nations' Global Compact which are represented in our core values.

Our Suppliers with whom we conduct business should carefully read and understand this Supplier Code of Conduct and must agree to abide by its requirements as a condition of doing business with Medicom. This Supplier Code of Conduct does not purport to cover every issue that may arise but sets out basic principles that must be adhered to by our Suppliers in carrying out their activities on behalf of Medicom. The requirements under this Supplier Code of Conduct are in addition to any obligations under any agreement entered into between the Supplier and Medicom.

GENERAL COMMITMENTS

Compliance with the Law

Suppliers are expected to act honestly and with integrity and to operate in strict compliance with applicable laws and regulations of the jurisdictions in which they operate. Should such legal requirements conflict with the principles set forth in this Supplier Code of Conduct, the Suppliers should comply with the stricter standard of the two unless it conflicts with applicable legal or regulatory requirements in which case the Suppliers shall comply with the applicable legal or regulatory requirements.

Protection and Use of Corporate Intellectual Property, Know-How, Confidential Information and other Assets

Corporate Property

Suppliers must use Medicom's corporate property (i.e. equipment, supplies, products, proprietary and intellectual property rights, know-how, physical and electronic records and documents, and other assets) responsibly and solely for authorized business purposes and to maintain strict confidentiality of all types of information to which they may have access pertaining to Medicom's products and its technical, industrial, commercial or financial know-how.

Protection of Personal Data

Suppliers must collect, use and process the personal data, including any employee information and information created by the Suppliers on behalf of Medicom, for legally permitted purposes only, in compliance with all applicable privacy laws, rules and regulations, protecting such personal data from unauthorized access, disclosure and use. Suppliers must have appropriate policies and procedures in place to ensure they comply with this requirement. Suppliers must promptly report to Medicom any actual or suspected disclosure or loss of any personal or confidential information of Medicom.

LABOUR AND HUMAN RIGHTS COMMITMENTS

Suppliers are expected to conduct their business in strict compliance with all applicable labor and employment laws, regulations, rules and practices in the jurisdictions in which they operate, as well as applicable internationally recognized labor standards such as those set by the International Labour Organisation (ILO) (Declaration on Fundamental Principles and Rights at Work) and the United Nations (Universal Declaration on Human Rights and Guiding Principles on Business and Human Rights) in order to foster a positive work environment with respect, dignity and equality, and not tolerate any form of unlawful or improper labor practices, with respect to:

Child Labor

Suppliers must not allow child labor in their operations. Suppliers must adhere to the minimum employment age limit defined by applicable labor and employment laws, regulations, rules and practices in the jurisdictions in which they operate. In no instance shall a Supplier allow children to perform work that exposes them to undue physical risks that can harm their physical, mental or emotional development or improperly interfere with their schooling needs.

Forced Labor

Suppliers must not allow forced labor or any form of coerced, bonded, indentured, slave or prison labor or any other form of human trafficking within their operations. Suppliers must not restrict the freedom of movement of employees – it is prohibited to keep employees' personal documents (government-issued identification, passports, or work permits) or require them to pay recruitment fees or provide deposits or financial guarantees as a condition of their employment.

Compensation and Working Hours

Suppliers must pay to all workers at least the statutory minimum wage, overtime, and benefits, with no discrimination, and not be subject to withholding from their pay for disciplinary reasons or for any other reason not provided for by applicable laws and regulations in the jurisdictions in which they operate. Suppliers must ensure that working hours and rest days are consistent with applicable laws and regulations in the jurisdictions in which they operate.

Freedom of Association

Suppliers must commit to respect the freedom of association and the right to organize and bargain collectively in compliance with applicable laws and regulations in the jurisdictions in which they operate.

Respect, Discrimination, Harassment and Diversity/Inclusion

Suppliers must treat all their employees fairly, ethically, respectfully and with dignity, promote an inclusive and diverse workforce and not tolerate discrimination on the basis of, among other things, social or ethnic origin, nationality, gender, age, physical appearance/disability, religion, sexual orientation, political opinions, or any other unlawful or improper discrimination. Suppliers must protect their employees from harassment in the workplace including sexual, physical and psychological abuse.

Health and Safety

Suppliers must commit to implementing strict standards of Health & Safety in their premises by complying with applicable laws, regulations, and industry best practices. Suppliers must ensure that employees are protected from hazards in the workplace and in any company living quarters and take appropriate action to prevent occupational injuries and illnesses.

ENVIRONMENTAL COMMITMENTS

Suppliers must (i) comply with all applicable environmental laws and regulations as well as environmental standards specific to their industries; (ii) apply the precautionary principle in their approach to environmental issues/challenges; and (iii) undertake to respect any prohibitions and restrictions on substances and materials as required by various laws and regulations, and by Medicom – ensuring that their products do not contain any restricted or prohibited materials.

Suppliers should, whenever possible, (i) conduct their operations in an environmentally responsible manner; (ii) reduce their carbon footprint and mitigate any other environmental impact associated with their operations; (iii) invest in and promote sustainable waste management initiatives; and (iv) encourage the development and diffusion of environmentally friendly and greener products and technologies.

BUSINESS ETHICS AND TRANSPARENCY COMMITMENTS

Anti-Corruption and Anti-Bribery

Suppliers must not tolerate corruption, bribery, extortion, or otherwise inappropriately influence or attempt to influence public officials or others to obtain a business advantage or preferential treatments. Suppliers must comply with Medicom's guidelines as well as all applicable anti-corruption and anti-bribery laws and must not, directly or indirectly, engage in any activities that would violate such laws.

Anti-Money Laundering

Suppliers must not, directly or indirectly, conduct their business activities in violation of anti-money laundering laws by accepting, transferring, converting or concealing money obtained from criminal activities or related to terrorist financing.

Antitrust and Competition

Suppliers must comply with all applicable antitrust and fair competition laws and regulations applicable in the jurisdictions in which they operate.

Fraudulent Activities

Suppliers must not engage in any fraudulent activities and must not tolerate fraudulent or dishonest business activities.

Gifts and Entertainment

Suppliers must not offer or receive gifts, invitations, benefits, or anything of value to gain an improper advantage or preferential treatment in their dealings with, or on behalf of, Medicom. Gifts, invitations, benefits, and any advantages either given or received in connection with our business must not break any law, must not influence, or be perceived as influencing business decisions in any way whatsoever, must be for a valid business purpose, and must be appropriate in the circumstances under which they are offered, including being legal, unsolicited, considered an accepted business practice and reasonable and modest in terms of value, frequency and quantity. Cash gifts are not permitted.

Conflicts of Interest

Suppliers must avoid situations where third party's interests may conflict, or be perceived to conflict, with Medicom's interests. Suppliers must immediately disclose any actual, potential, or perceived conflict of interest relating to Medicom. Suppliers must not attempt to gain advantage or preferential treatment if a conflict-of-interest situation arises.

Restrictions on International Trade

Suppliers must strictly comply with all laws and regulations that apply to their business activities, especially as pertains to international trade laws and sanctions. Suppliers must not, directly or indirectly, provide Medicom materials or services from a country, person or entity that would be in breach of any trade sanction, embargo, export control or other trade restriction. Suppliers must, upon demand, provide information to Medicom on the country of origin of products delivered and on the supply sources for components and raw materials used to manufacture the products.

COMPLIANCE WITH THE SUPPLIER CODE OF CONDUCT

By accepting the principles set out in this Supplier Code of Conduct, Suppliers commit that all existing and future agreements and business relationships with Medicom will be subject to the provisions herein. Suppliers must implement, monitor, and enforce compliance with this Supplier Code of Conduct, as well as facilitate continuous improvement.

Medicom reserves the rights to verify a Supplier's compliance with this Supplier Code of Conduct through audits, reviews and/or questionnaires or appoint an independent third party to conduct such audits, reviews and/or questionnaires. As a Supplier to Medicom, you agree to give us reasonable access during normal business hours to such offices, manufacturing sites, books and records and to provide us with such information as we may reasonably require establishing whether you have complied with the Supplier Code of Conduct to Medicom's satisfaction. Suppliers who fail to meet any of the requirements after an initial assessment/audit may be given the opportunity to comply fully within a period which is deemed appropriate in the circumstances depending on the nature of the violation. Suppliers must immediately notify Medicom of any violation of this Supplier Code of Conduct. Suppliers are expected to take this Supplier Code of Conduct into account when selecting subcontractors and to ensure that such subcontractors comply with these principles in the same way.

Medicom reserves the right to take appropriate actions if (i) a Supplier is in violation of this Supplier Code of Conduct, or (ii) it has reason to believe, at its discretion, that a Supplier is not making sufficient or committed progress in implementing corrective actions. Depending on the nature of the violation, at Medicom's discretion, appropriate actions may include immediate suspension of orders, reduction of orders, cancellation of outstanding orders and termination of any contractual relationship with the Supplier.

Should any conflict or any inconsistency arise between the English language version of this Supplier Code of Conduct and any translation hereof, the English language version shall be controlling.

Suppliers may contact Medicom's compliance department with any questions regarding this Supplier Code of Conduct or report (anonymously or not) any complaints about or indications of violations of this Supplier Code of Conduct at: compliance@medicom.ca.

The Supplier hereby confirms that it complies with all provisions and principles set out in this Supplier Code of Conduct.

READ, APPROVED AND SIGNED on _____, by:

[INSERT NAME OF THE CORPORATION]

Signature: _____

Name:

Title:

I have authority to bind the corporation.