

## Third Party Code of Conduct

### 1. Purpose and Scope

#### 1.1 Purpose

The purpose of the Third Party Code of Conduct ("the Code") is to provide third parties and their employees globally ("Third Parties"), working with and on behalf of Reckitt globally, with the highest level principles and expectations regarding ethical business conduct. In Reckitt, we believe that partnership is the best way we can find solutions, that is why we aim to build trusted relationships to create value for our customers.

#### 1.2 Scope

The Code is applicable to all Third Parties working for Reckitt and anyone performing services on their behalf. While the Code sets out Reckitt's principles and expectations relating to business conduct, Third Parties must also recognise that we operate in a complex regulatory environment and legal requirements vary depending on where we conduct business.

It is the responsibility of each Third Party to ensure full compliance with all laws and regulations applicable to them. Given that laws and regulations may vary across jurisdictions, this Code sets out Reckitt's minimum compliance standards with respect to business conduct. However, where local standards require more stringent controls, local policies must be implemented and followed. In all cases, applicable local laws must always be adhered to.

### 2. Policy Statement

Building strong and trusted relationships with Third Parties is high priority for Reckitt. We are focussed on creating a better world with healthy lives and happy homes. To foster strong relationships with our Third Parties, we need to implement robust internal controls and compliance policies. We expect the same of the Third Parties we work with, helping us build trust and mitigate risk exposure.

All business interactions are performed on the basis of open, honest transactions which are ethical in both appearance and fact. Third Parties should never solicit bribes or facilitation payments, and all employment practices should respect basic human rights.

### 3. Living our Values



Reckitt's core values are a set of interwoven principles and behaviours set out in our Compass.

In Reckitt, business is conducted honestly and with integrity. Together with our Third Parties, we need to **Do the right thing, Always.**

Our vision is to protect, heal and nurture in the relentless pursuit of a cleaner and healthier world. This fight is to make access to the highest quality hygiene, wellness and nourishment a right and not a privilege.

We expect our Third Parties to **put customers and people first** – respecting human rights, valuing diversity and constantly striving to deliver positive outcomes for consumers.

We also expect our Third Parties to **seek out new opportunities** to improve products, thus deliver positive, sustainable business growth for Reckitt. We

also expect our Third Parties to **build shared success**, partnering closely with us to achieve goals which benefit our people, customers, partners, communities and shareholders alike. Furthermore, we want for our Third Parties to **strive for excellence** in everything they do.

This Code serves as a guide to translate our values into everyday behaviour and to act lawfully, ethically and with integrity.

### 4. Expectations

#### 4.1 Expectations

We expect the Code to be implemented by all Third Parties with whom we work and their employees. We expect Senior Management of the Third Parties to lead by example and be responsible for ensuring compliance at all levels. Management should be responsible for ensuring compliance is evidenced and the appropriate documents are

retained. Reckitt reserves the right to ensure implementation of and compliance with the Code through periodic reviews and on-site audits.

#### 4.2 Speak-Up Service

Reckitt has a Speak Up Service which enables Third Parties to voice their concerns about non-compliance with the Code, Reckitt Code of Conduct and any applicable law or regulation. Reckitt offers confidentiality and anonymity to anyone using the Speak-Up Service. The Company also adopts a non-retaliation policy: anyone voicing a concern in good faith through its Speak-Up Service will not suffer reprisals or victimisation as a result of their disclosure.

Third Parties have several options for making a report:

- Online through Reckitt's dedicated online reporting tool, available at <https://www.rbspeakup.com>
- By telephone via the international toll-free lines available at <https://www.rb.com/responsibility/policies-and-reports/whistleblower-policy/>;
- Through their own internal whistleblowing hotline, should one exist. We expect any matters relating to Reckitt to be reported to us immediately;

Directly to any Reckitt manager or supervisor.

Reckitt will investigate any concerns raised and expects Third Parties to co-operate in any investigations, including providing access to all required information and to personnel needing to be interviewed. Reckitt will only ever request information which is relevant to the investigation and will treat any Third Party documents as confidential unless there is a legal obligation to disclose.

Once the investigation is concluded, Reckitt will discuss the findings with the Third Party and agree on next steps and remedial actions (where the report is related to the Third Party's actions). We will also respond to the person who submitted the report.

Reckitt takes instances of malpractice or impropriety seriously. Any known or suspected failure to comply with the Code should be reported to Reckitt promptly. Failure to do so is considered a breach of the Code and will be sanctioned by Reckitt in the appropriate way, including requiring the Third Party to take all reasonable steps to remedy the breach, terminating the contract in whole or in part, and claiming damages for any additional loss, costs or expenses incurred by Reckitt which are in any way attributable to the breach.

#### 4.3 Due Diligence and Monitoring

We expect Third Parties to have processes and controls in place to comply with the Code. Where appropriate, Reckitt will perform risk-based due diligence on Third Parties as part of monitoring its active relationship with the Third Parties, including those with whom Reckitt proposes to engage in a new business relationship. We expect Third Parties to provide complete and accurate information to facilitate Reckitt's due diligence efforts. If Reckitt determines that a Third Party has breached the Code, it may require the Third Party to implement a remediation plan or, in certain circumstances, it may suspend or terminate the relationship with the Third Party.

### 5. Integrity and Respect for Others

#### 5.1 Fair treatment of employees

Reckitt is a global organization that recognizes differences in culture across regions. In line with our Compass, we expect Third Parties to treat others respectfully, both inside and outside of their organization, recognizing cultural differences and traditions and taking active steps to foster an environment of tolerance, open and honest communication.

All employees must be compensated fairly for their work. Compensation including wages, paid leave, overtime pay and benefits must meet at least the minimum legal requirements. Third Parties must not engage in or support discrimination or harassment based on any protected category, including race, colour, language, caste, national origin, indigenous status, religion, disability, gender, marital status, sexual orientation, union membership, political affiliation, pregnancy, veteran status or age.

Third Parties must create and maintain a working environment that is free from intimidation, harassment and violence. Any act or threat of violence and any verbal or physical conduct that creates, or is reasonably perceived to create, an intimidating, offensive, abusive or hostile work environment, will not be tolerated. In addition,

unwelcome sexual advances, requests for sexual favours and other unwelcome verbal or physical conduct of a sexual nature are strictly prohibited.

## 5.2 Health and Safety

We expect Third Parties to ensure that the health, safety and welfare at work of their employees, contractors and visitors. Third Parties have a duty to take reasonable care for their own health and safety and that of others who may be affected by their acts or omissions. Should any health and safety risks be identified, adequate safeguards to mitigate such risks must be implemented with staff provided with appropriate training and equipment to perform their employment activities safely.

## 5.3 Respect for basic human rights and modern slavery

Reckitt believes that human rights are a universal requirement and is committed to upholding those rights expressed in the International Bill of Human Rights (consisting of the Universal Declaration of Human Rights, the International Covenant on Civil and Political Rights and the International Covenant on Economic, Social and Cultural Rights) and the International Labour Organization's ("ILO") Declaration on Fundamental Principles and Rights at Work. We require all Third Parties to comply fully with those laws and regulations.

Under no circumstances should Third Parties use forced or child labour. For the avoidance of doubt, all workers must be above 15 years of age or the legal minimum age for work in the local jurisdiction, whichever is higher. All workers should be entitled to breaks, limited working hours and paid leave which are, at a minimum, in line with local laws; overtime should be granted only on a voluntary basis. Reckitt is strongly committed to eradicating modern slavery in its business and supply chain and as a result Third Parties are expected to have zero tolerance towards slavery, servitude, forced labour and human trafficking.

## 5.4 Product Safety

Reckitt is committed to ensuring that consumers can trust the safety of its products. It is Third Parties' responsibility to make sure that products supplied to Reckitt meet Reckitt's specifications, its quality and safety criteria, local standards and regulations and are safe for their intended use. No changes or modifications may be made to products supplied to Reckitt (including source of or nature of materials used in their manufacture) nor to the procedures used in their manufacture, unless Reckitt's prior written consent has been obtained.

The health and well-being of our consumers is our number one priority, so both the quality and safety of our products are most relevant. For this reason, it is the responsibility of every Third-Party to report any product safety and quality issue to Reckitt in a timely manner. Any feedback received indicating dissatisfaction related to the use of any product or ingredient used by Reckitt, including safety, quality or performance must be notified to Reckitt. Reports must be sent to Reckitt's Drug Safety Officer within 24 hours of the Third Party becoming aware of the issue.

# 6. Integrity and Respect to our Stakeholders

## 6.1 Keeping accurate records

Third Parties are required to present accurate and timely information and are responsible for documenting and recording their information honestly and properly. Regardless of position or job responsibilities, all Third-Parties are obliged to make certain that their books and records are accurate. Books and records must be maintained in all respects according to all applicable laws and accounting principles. Third Parties are expected to make relevant documentation available to Reckitt for inspection during compliance audits, investigations or if required by the Privacy Office in response to data requests.

Accurate recordkeeping ensures that business transactions are transparent and there is no actual or attempted participation in fraudulent activities. Third Parties may be expected to provide records to auditors, investigators or law enforcement agencies.

## 6.2 Protecting confidential information

Third Parties might have access to various types of proprietary, confidential, personal or private information belonging to Reckitt or its consumers, customers, suppliers, employees, or others. Third Parties must only use confidential information for its intended purposes and as part of their duties. This means that they must not disclose confidential information to anyone inside or outside of Reckitt, except when the disclosure is required by law or for a specific and proper business purpose. Third Parties have a duty to protect confidential information at all times, including outside of the workplace and working hours, and even after employment ends.

### 6.3 Data Privacy

Third Parties are required to comply with all Data Privacy Laws and Regulations applicable in the countries they operate within. They must also follow the data protection safeguards outlined in their contract with Reckitt and extend the same obligations to any sub-contractors they work with.

In the normal course of business, Third Parties may have access to, receive, collect, maintain and use significant amounts of personal data. Some of this data may include sensitive information that may relate to employees, customers, consumers, research subjects, vendors and competitors – such data must be handled with extra care.

Data should be safeguarded at all times by keeping it electronically and physically secure. No personal data should be accessed by Third Parties' personnel, unless there is a clear business need for it and authorisation to access has been obtained.

Third Parties must exercise due care to avoid misuse, theft, loss or unauthorised disclosure of any personal information. Any sharing of Reckitt personal data must be notified to Reckitt, with written consent provided by Reckitt prior to the sharing taking place (unless otherwise required by law).

Third Parties must have a security and data breach response process in place to ensure a prompt, effective and orderly response to data breaches within 24 Hrs. Any data breach and supporting incident response activities should be notified to [PrivacyOffice@rb.com](mailto:PrivacyOffice@rb.com).

### 6.4 Information Security

Third Parties must adopt information security controls that meet Reckitt's requirements to maintain and protect information, including physical and IT assets, obtained from Reckitt, Reckitt's suppliers and other third parties.

When appropriate Reckitt may require third parties to undergo security assessments and to provide access to other security audits/assurance reviews.

### 6.5 Interacting with media and the public

Third Parties must not act or speak on behalf of Reckitt, represent as Reckitt, or express any views attributable to Reckitt unless expressly authorized to do so.

Where Third Parties provide information to the public and the media, they have an obligation to report all related facts accurately, completely and in a timely and comprehensive fashion. Third Parties must never reference Reckitt in external communications unless express written approval has been granted in advance by Reckitt's General Counsel and the Group Head of External Affairs and must actively inform Reckitt of any adverse media which is due to be published or has been published.

### 6.6 Conflicts of interest

Third Parties are required to identify and address conflicts of interests that may arise in the conduct of their business before providing any services to Reckitt and on an ongoing basis. A conflict of interest arises when individual interests, including personal, social and financial, interfere with their ability to act objectively and properly in performing their job. This includes avoiding business dealings between a counter party, family member, friend or business in which they or a family member or friend has a substantial interest or benefit.

Any actual or potential conflict of interest that arises during the business relationship with Reckitt or a sensitive situation that may impact the Third Party's work for or with Reckitt or otherwise, should be communicated immediately to the Third Party's Reckitt contact. Depending on the circumstances, Third Parties may be required to put in place appropriate measures to manage the conflict of interest or sensitive situation.

### 6.7 Gifts and entertainment

Reckitt recognises that exchanging business gifts and hospitality can play a role in building business relationships, but they can be problematic if they create actual or perceived conflicts of interest or otherwise appear to influence a business decision. Giving or accepting gifts, discounts, favours, or services from a current or potential customer, competitor, or supplier is prohibited if that benefit has the potential to influence a person's business decision. Giving cash or cash equivalents, such as vouchers or discounts, is also prohibited.

As a minimum, Third Parties must adhere to all local legal and regulatory requirements relating to business gifts and entertainment in the jurisdictions in which business operations take place. All gifts and entertainment offerings must be reasonable in nature, appropriate to the business rationale and not excessive in nature or value. Tickets to

events, sporting experiences and holidays are seen as inappropriate gifts which should not be given or accepted by Third Parties.

## 6.8 Competition Law

Third Parties must conduct their business activities, including offline and online operations, in full compliance with competition/antitrust laws and regulations. Competition laws are drafted to have extraterritorial effect and the penalties for violating these laws can be severe, both for the business and for the individuals involved, including significant corporate and individual fines, and imprisonment.

Third Parties must never agree, pass on, discuss or share non-public information regarding pricing, costs, product supply, customers, marketing or territories, future strategies or other commercially sensitive information with competitors of either party, or use their market position to illegally influence the legitimate activity of a competitor.

# 7. Integrity and Respect in the Global Marketplace

## 7.1 Bribery and corruption

Reckitt has a zero-tolerance of bribery and corruption. All Third Parties must comply with anti-bribery and anti-corruption laws in all countries in which they operate, including the United Kingdom Bribery Act 2010, the United States Foreign Corrupt Practices Act 1977 and anti-bribery legislation enacted by each signing country in accordance with the Organization for Economic Co-operation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (the "OECD Convention"). Many of these laws are drafted to have extraterritorial effect and may apply to Reckitt and Third Parties wherever they conduct business. The penalties for violating these laws can be severe, for Reckitt, Third Parties and those involved, including significant corporate, individual fines and imprisonment.

A bribe includes the offering, promising, giving, accepting or soliciting of an advantage as an inducement for an action which is illegal, unethical or a breach of trust. Inducements can take the form of money, gifts, loans, fees, rewards or other advantages (taxes, services, donations, favours etc.). Bribes also include facilitation payments which are typically unofficial payments to public officials to speed up performance of the public official's usual responsibilities. These are bribes, regardless of whether they may be a part of the "way of doing business" in a particular country. Third Parties must not make any facilitation payments unless their personnel faces a personal risk if they fail to do so.

Third Parties shall not engage in corruption, bribery or any activity (including improper payments) that may imply involvement in corruption or bribery when working for or with Reckitt. Any dealings with public officials present a particularly high risk and Third Parties must take great care in such situations, including understanding local laws and regulations, documenting compliance with those and obtaining prior approval from Reckitt. Reckitt may be held liable for bribes or facilitation payments paid by Third Parties acting on its behalf.

## 7.2 Economic crime and Money laundering

Reckitt has a zero-tolerance of economic crime, including money laundering and terrorist financing activities. Reckitt defines economic crime as illegal acts carried out for financial or economic gain. Reckitt defines money laundering as exchanging money or assets that were obtained criminally for money or other assets that are 'clean'. This also includes money that is used to fund terrorism however it's obtained. Reckitt only conducts business with Third Parties who are involved in legitimate business activity, whose funds are not derived from or channelled to illegitimate sources.

Third Parties shall not provide any service or enter into any arrangement that facilitates or may constitute Reckitt being involved directly or indirectly in economic crimes. Third Parties must not directly or indirectly engage in money laundering, terrorist financing activities, tax evasion, fraud or conduct that violates anti-money laundering laws by accepting, transferring, converting or concealing money obtained from criminal activities or related to terrorist financing.

## 7.3 Trade Sanctions

Third Parties are required to comply with all applicable Economic and Trade Sanctions Laws and Regulations in the countries that they operate within, including: export controls, trade restrictions and embargoes and legal economic sanctions that restrict activities with certain countries, entities, or individuals worldwide. Where Third Parties become aware of, or suspect, the existence of a sanctions violation which may be linked to their business, they must notify their Reckitt business partner immediately.

## 7.4 Anti- Counterfeit and Parallel imports

Reckitt is committed to supplying only the highest quality products to its customers. Third Parties are therefore required to ensure that Reckitt's products are new, authentic and fully warrantable with accurate and up-to-date technical information available. Reckitt works to eliminate counterfeit and fraudulent products in its supply chain, as well as unauthorised parallel imports. Third Parties must strictly avoid engaging with counterfeited goods and must ensure that adequate controls are in place to monitor whether such activities occur in their supply chain. Reckitt's relationship with any Third Party providing counterfeit or fraudulent Reckitt products or involved in the unauthorised parallel importation of Reckitt goods will be terminated and/or litigated in court as applicable.

## 7.5 Protecting the environment

Reckitt is committed to reducing the environmental impact of its operations and products over the short, medium and long term and expect Third Parties to do the same. Third Parties are required to comply with all applicable environmental laws and regulations and to report any incidents or conditions that may result in a violation of environmental laws, regulations or have a material adverse environmental impact to their local Reckitt business partner.

## 7.6 Insider trading and securities law

During the course of an engagement, Third Parties may gain access to unpublished inside information or price sensitive information in relation to Reckitt, its operations, its customers, suppliers or business partners. We are committed to the promotion of investor confidence by taking steps within our power to ensure that trading in our securities takes place in an efficient and informed market. Reckitt does not tolerate the disclosure of, or trading in Reckitt securities when in possession of, inside information. Inside information is information which is precise; relates directly or indirectly to Reckitt or any Reckitt securities; has not been made public; and would be likely to have a significant effect on the price of the company's securities if it were made public.

Such information can come from any source, not just Reckitt. This information must not be used for personal benefit of any Third Party, employee or individual. Third Parties are strictly prohibited from disclosing such information to other people, including family members and friends. Third Parties are also prohibited from using such information to trade in Reckitt securities. Third Parties must comply with Reckitt's principles, policies, applicable laws and regulations in respect of insider dealing and securities law compliance at all times.

## 8. In focus: Distributors

### 8.1 Promotion

Reckitt's approach to promotion is underpinned by our ethical marketing ethos and our desire to put our consumers at the front of every decision. All of Reckitt's products are sold based on their quality, efficacy, safety and price. All promotional and informative communications must be truthful, and specific claims must be fair and substantiated. Distributors are only entitled to use the most up-to-date materials for marketing our products and must never promote off-label use or products which have not been licensed.

Third Parties distributing (buying, selling and or promoting) Reckitt Health related products must understand and follow all Reckitt related policies such as the Infant & Child Nutrition Pledge, the Breast-Milk Substitutes Global Policy and the Interactions with Healthcare Professionals (HCPs) and Healthcare Entities (HCEs) Global Policy and Standard Operating Procedures. Third Parties that are dedicated to the promotion and commercialization of Reckitt Health products must be trained in these policies before they start providing any service in the name or in behalf of Reckitt. Proof of this training must be provided to Reckitt when requested. Failure to comply with these guidelines could lead to early termination of existing relationships with Third Parties and potential legal actions.

### 8.2 Interactions with HCPs, HCEs and GOs

Interactions with HCPs, HCEs and Government Officials (GOs) that involve transferring anything of value (e.g. payment for service, gifts, sponsorships for attending events, product samples, grants, or any other benefit) have the risk of being perceived as an inducement or bribe to provide an advantage to Reckitt in return. Recognising the importance of responsible behaviour, we follow global compliance standards and processes to ensure that Distributors:

- Never offer or provide inducements to HCPs or HCEs to win business or to use, prescribe, purchase, influence, or recommend Reckitt products or reward past purchases;

- Interact with HCPs and HCEs in a manner which complies with all applicable legal and regulatory requirements. Distributor actions are bound by the Global HCPs and HCEs Policy and Standard Operating Procedures;
- Dealing with GOs on behalf of Reckitt should understand and follow any local requirement and keep evidence of compliance; and
- Shall never provide samples of products or product for professional evaluation (PPE) as an inducement to use, prescribe, purchase, influence, or recommend Reckitt products. Distributors should understand and follow any local law and regulation (including industry code of conducts or guidelines) related to the use and provision of Samples and PPE. Any Samples or PPE distribution must be recorded and proof of this should be provided to Reckitt as requested.

### 8.3 Acting on behalf of Reckitt

Any Distributor acting as an agent or on behalf of Reckitt should only represent Reckitt in the market where their business is contractually to be conducted. Distributors must hold themselves to high ethical standards and not perform any action which could discredit Reckitt in any way. Distributors must never sell Reckitt products under another name, nor sell in countries or regions that they are not contractually required to, nor sell other products under the Reckitt name, nor work under brands or trading names which are intentionally similar to Reckitt. All Reckitt communication must be clearly attributed to Reckitt and not misleading to the customer in any way.

## 9. Support for Third Parties

We hold the Third Parties with whom we work to high ethical standards. We also recognize that we have a responsibility to help Third Parties implement and maintain those standards. Corporate Policies (which, at times, may be applicable to Third Parties) have been published on a dedicated Policies' page on Reckitt.com. Furthermore, our Global Ethics & Compliance team is available to answer any uncertainties about whether an activity or policy constitutes compliance with the Code. The team can be contacted by email via [AskCompliance@rb.com](mailto:AskCompliance@rb.com).

## 10. Corporate Security

Our Corporate Security team should be contacted whenever a security incident occurs and within 24 hours of the time of the incident. Matters which must be reported include, but are not limited to: thefts of all kinds (inclusive of cargo thefts); fraud; any act of physical violence; kidnapping; harassment or bullying; counterfeiting; product tampering/intentional adulteration and criminal property damage. These matters can be reported directly on our website or via an email addressed to: [AskSecurity@rb.com](mailto:AskSecurity@rb.com).

## 10. Sanction for Non-Compliance

Reckitt may take action against Third Parties, including termination of contract and/or litigation as applicable, for failure to comply with the Code, any other Policy or SOPs mentioned in this document and/or any local or international law or regulation that could affect Reckitt or its employees.