

Human Rights Policy

Smiths Group Policies | Ethics 11.4 | Mandatory policy

The Policy

Smiths Group plc (Smiths) considers violations of human rights to be appalling crimes. Conduct that exploits workers or denies them the rights and benefits to which they are legally entitled is wholly inconsistent with Smiths values and policies and will not be tolerated.

Smiths is committed to operating to the highest ethical standards. This includes ensuring its operations, suppliers, contractors, subcontractors and anyone else in its supply chain, including any recruitment agents or other providers of labour (temporary or otherwise) (collectively “recruitment agents”) share our commitment to human rights and are free from practices associated with human rights violations.

This policy applies to all persons working for Smiths or on Smiths’ behalf, including employees, agency workers, seconded workers, volunteers, interns, contractors, and third-party representatives (referred to in this policy as Staff).

Smiths’ Staff must report any actual or potential breach of the policy whether that breach is by Smiths or by a third party. The report should be made either to your line manager, to HR, or through the Ethics Alert-Line at: Speakout@smiths.com. Smiths shall also operate an effective grievance procedure to ensure that Staff can submit a grievance without suffering any prejudice or retaliation of any kind. The policy can be accessed on the Group policy page and the Ethics & Compliance page of the Smiths Group intranet.

This policy encompasses the following practices that protect Human Rights of Staff:

1. Elimination of Forced/Involuntary Labour
2. Elimination of Child Labour
3. Humane treatment in the workplace
4. Workplace equality / elimination of bias
5. Right to a living wage
6. Right to reasonable working hours and vacation
7. Freedom of Association
8. Safe and healthy work place
9. Safe and healthy accommodations, if accommodations are provided for employees

1. Elimination of Forced or Involuntary Labour

Staff shall not be subject to any form of forced or compulsory labour or bonded or involuntary prison labour. They shall have the freedom to terminate their employment at any time without penalty on no more than the notice specified in their employment contract or - if not specified in their employment contract on reasonable notice. Under no circumstances will wage deductions of any kind be used to force Staff to continue to work for Smiths. No member of Smiths' Staff shall be made to work as a disciplinary measure and under no circumstances will Staff who are migrant workers be threatened with denunciation to the authorities to coerce them into taking up or maintaining employment at Smiths.

1.a. Contracts of Employment: Staff shall be given clear and transparent written terms and conditions of employment, which include wages, any legally permissible deductions, working hours, time off, and other working conditions. The key terms and conditions of employment shall always be agreed before that member of Staff starts work at Smiths. Contracts must always be in a language that the member of Staff understands and include a contract termination clause.

1.b. Recruitment Fees and Deposits: Under no circumstances shall Staff be charged any fee or other costs in relation to their recruitment to work at Smiths, whether directly or indirectly. Any recruitment fees shall be paid by Smiths. Also, Staff shall not be required at any time to lodge deposits or security payments with Smiths or with any Smiths recruiting agency. Smiths shall add appropriate restrictions to its contracts with recruiting agencies (at the time of review or renewal thereof) and take other actions as needed to prevent violations of this provision.

1.c. Loans and Advances: Occasionally, and in limited circumstances, Smiths at its absolute discretion may make loans to employees (for example, to pay for season travel tickets). Under no circumstances shall Staff be forced to work to pay off a debt owed to Smiths or to any agency from whom Smiths sources labour.

1.d. Custody of Personal Documents: Smiths strictly prohibits the confiscation or withholding of passports or other personal identity or travel documents belonging to Staff. Under no circumstances will the retention of personal identity documents be used to force a member of Staff to continue working directly or indirectly for Smiths. It is only permissible for Smiths, or for a Smiths' subcontractor of labour, to take custody of a member of Staff's identity documents if it is at the member of Staff's request (for example, for the purposes of safe keeping) or to take a copy for administrative purposes, provided always that those documents will be returned immediately to that member of Staff upon their request.

1.e. Freedom of Movement: the movement of Staff shall not be unreasonably restricted. Staff shall not be physically restricted or confined to the workspace or to accommodation provided by Smiths or by any of its subcontractors, nor shall any coercive measures be used to restrict any member of Staff's freedom of movement. For the avoidance of doubt, any restriction on

movement applied for reasons of safety (for example, in circumstances where an employee is working in a war zone) shall not violate this policy.

2. **Elimination of Child Labour:** Smiths will not employ anyone below the age of 16. Smiths requires its subcontractors not to use staff below the age of 16 on Smiths' related work. If a Smiths business, or the law of any country in which that person is to be employed, has established an age limit above the age of 16 then that limit will apply. Smiths will take reasonable steps to satisfy itself of the member of Staff's age before that person starts work at Smiths.
3. **Humane Treatment in the workplace:** Smiths and any recruitment agency working on behalf of Smiths (in circumstances where Staff is employed by the recruitment agency) shall treat all employees and members of Staff with dignity and respect. Smiths' workplace shall at all times be free of any form of harsh or inhumane treatment. Neither Smiths nor its recruitment agents (in circumstances where Staff are employed by a recruitment agent) shall practice any inhumane disciplinary measure, including corporal punishment, mental or physical coercion, harassment, intimidation or verbal abuse of Staff. Nor shall they apply sanctions that result in compulsory labour. The use or threat of physical violence, harassment and intimidation against a member of Staff or his or her family or close associate, is strictly prohibited and Smiths shall ensure that no disciplinary procedure is undertaken except in an appropriate manner, in accordance with the law, and for legitimate business reasons.
4. **Workplace Equality / elimination of bias:** Staff will be treated fairly and equally, without discrimination or bias based on nationality or legal status (this also applies to anyone involved in the recruitment process). Smiths shall not engage in or support, and shall take such steps as reasonably needed to prevent recruitment agencies from engaging in, any discriminatory or biased practices in recruitment, remuneration, access to training, promotion, termination or retirement based on gender (including gender reassignment), marital status, family status, religious belief, disability, age, racial grounds (race, color, nationality or ethnic origin, including membership of the traveler community), genetic information, veteran status, pregnancy, sexual orientation or any other characteristics protected by applicable law. Country nationals will not be treated more favorably than migrant workers (including, in relation to compensation, benefits and accommodation).
5. **Right to a living wage:** All members of Staff will be paid at least the minimum wage required by applicable laws, and shall receive legally mandated benefits. Wages shall be paid directly to their bank accounts without deductions (other than deductions required by law, for example, deductions for income tax, or deductions made with the prior agreement of the parties that are not unusual or unreasonable. Wages shall be paid at regular intervals in accordance with that person's terms of employment. Neither Smiths nor any agency through whom Smiths sources labour will seek control of Staff's earnings or their bank accounts. Under no circumstances shall wages be deducted as a disciplinary measure.

6. **Right to reasonable working hours and vacation:** Smiths shall comply with applicable laws on working hours and holiday entitlements. Except where applicable laws require or permit otherwise, the Company would expect standard working hours not to exceed 48 hours per week and overtime hours not to exceed 12 hours per week. Likewise, Smiths will observe all periods of rest mandated by applicable law, or the policies of Smiths.
7. **Freedom of Association:** Smiths respects Staff rights to freedom of association and shall comply with applicable laws governing the rights of workers to freely associate, to form trade unions or other labour organisations, and/or to collectively petition Smiths with regard to terms of employment and working conditions. Smiths will not discipline or retaliate against any Staff member seeking to exercise his or her rights to freedom of association including membership in any trade union or labour organisation or participation in any other legally protected activities. Smiths will not seek to control, directly or indirectly, any trade union or labour organisation which Staff members seek to create or join. Smiths shall not require that Staff join any particular trade union or labour organisation except to the extent that such membership is mandated either by applicable law or by collectively bargained labour agreement with such union or labour organisation.
 - 7.a. **Collective Bargaining:** Smiths will engage in good faith negotiations with any authorized and legally recognized trade union, labour organisation or other representative of Staff as to terms of employment and other working conditions, and will take such action as reasonably needed to help assure that recruitment agencies similarly engage in good faith negotiations. Smiths will not engage in or support any unfair labour practice or other conduct intended to intimidate or coerce any Staff member from engaging in legally protected activities in connection with any collective bargaining or collective labour action.
8. **Safe and healthy workplace:** Smiths shall provide a safe and healthy workplace environment for Staff and shall take effective steps to prevent potential accidents and injuries to Staff members' health and wellbeing by minimizing, so far as is reasonably practicable, and in cooperation with all Staff, the causes of hazards inherent in the workplace. All Staff: (i) will receive safety and job specific health and safety instructions during the course of their employment with Smiths; and (ii) shall have access to clean sanitary facilities and drinking water.
9. **Safe and healthy accommodations:** Mandatory residence in employer or recruiter operated residences shall not be a condition of employment. Any accommodation that is provided to Staff shall be safe and shall meet reasonable accommodation standards, which shall include ensuring the number of occupants provides for reasonable privacy and is reasonably safe and sanitary. Such accommodation shall meet all local health, safety and planning laws, other relevant laws, and Smiths policies.