# CODE OF CONDUCT

Medtronic

## 1. INTRODUCTION

Medtronic is committed to maintaining the highest ethical standards and complying with all applicable laws and regulations in the conduct of its business in all parts of the world, whether such business is carried out through direct sales operations or Distributors.

Medtronic Distributors must observe and adhere to this Code of Conduct. Failure to comply may result in termination of the commercial relationship with Medtronic.

## 2. APPLICABILITY

This Code of Conduct applies to any person or legal entity who is, or is proposed to be, engaged by Medtronic in the sale, marketing, promotion, solicitation or distribution of Medtronic products outside the United States, including but not limited to dealers, agents, resellers, distributors, business partners, consultants, contractors, marketing support, spot dealers, brokers or advisors who buy and resell our products or earn a commission on the sale of our products (hereafter "**Distributor**").

## 3. ANTI-BRIBERY

**Distributor** must comply with all applicable laws and regulations including, without limitation, anti-corruption laws in all aspects of the performance of its agreement with Medtronic. This means that no employee, officer, director or sub-distributor of **Distributor** shall offer, pay, or authorize payment or the giving of anything of value to any customer, Healthcare Provider, government official, or any other third party, for the purpose of obtaining any improper business advantage. For the purpose of this document, "improper" means unlawful, or with a corrupt purpose. "Anything of value" includes, but is not limited to:

- Cash
- Discounts
- Gifts
- Contracts
- Tickets, entertainment
- Use of materials, equipment, software, or facilities
- Rebates
- Travel & Lodging
- Sponsorships
- Loans
- Employment promise
- Grants, donations, support for research

"**Healthcare Provider**" shall mean an individual physician or other medical professional, a healthcare institution, or an administrator or any other person affiliated with a healthcare institution who may have influence on the decision to purchase, prescribe or use a Medtronic product.

## 4. BOOKS AND RECORDS

**Distributor** must accurately record and maintain all transactions and expenses incurred on behalf of Medtronic in the **Distributor's** books, records and accounts in a timely manner and in reasonable detail in accordance with generally accepted accounting principles. False, misleading, incomplete, duplicated, inaccurate or artificial entries in the **Distributor's** books and records are strictly prohibited. Distributor shall keep complete and accurate records of general marketing activities relating to the sale of Medtronic products or services.

## 5. CONFLICTS OF INTEREST

Medtronic **Distributors** must identify, prevent, and disclose to Medtronic immediately situations where there is an actual conflict of interest, or even the appearance of a conflict of interest. These situations include, but are not limited to, employment of government officials by the **Distributor**, having a government official as a shareholder, employment of or familial relationships with Medtronic employees, physician owned distributors, or any other situation where it may appear that **Distributor's** decisions can be influenced by personal interests or relationships.

## 6. TRAINING AND EDUCATION OF HEALTHCARE PROVIDERS

**Distributors** may organize events with **Healthcare Providers** to provide instruction, education and training or to explain the safe and effective use of Medtronic products. Such events are to be conducted in appropriate settings. Training and education must constitute a substantial majority of the program each day. **Distributor** may reimburse **Healthcare Providers** for reasonable travel, meal and accommodation expenses, subject to applicable law and local standards.

Payments to **Healthcare Providers** to conduct training and education events and reimbursement of travel expenses must be in writing in accordance with Section 8. Medtronic **Distributors** may not pay an honorarium fee to a **Healthcare Provider** for simply attending an education event.

## 7. THIRD PARTY CONFERENCES

**Distributor** may not sponsor the attendance of a specific individual to any third party **Healthcare Provider** training, conferences, and similar education events relating to the products supplied by Medtronic. **Distributor** may not directly support **Healthcare Providers** to attend third-party conferences or other similar events on Medtronic's behalf unless the **Healthcare Provider** is speaking on behalf of Medtronic.

## 8. USE OF EVENT PLANNERS

If **Distributor** uses the services of a travel agent or event planner ("**Event Planner**") to arrange training and education events, the **Distributor** must require the Event Planner to follow the principles established in this Code of Conduct, in particular Sections 3, 4, 6, 7, 10 and 11.

## 9. SERVICE AGREEMENTS

**Distributors** may compensate individuals, including **Healthcare Providers**, for bona fide consulting services, where the services have value to **Distributors**, and the fees are reasonable and reflect the fair market value of the services actually provided. All such arrangements must be in writing. **Distributors** must maintain records of services and payments, including the description of work, dates of the services provided, the hours worked (if hourly) and proof of performance, such as a detailed invoice.

## 10. GIFTS

**Distributors** are generally prohibited from giving gifts to **Healthcare Providers**, except in the very limited circumstances below. **Distributors** may occasionally provide items that have a genuine educational function or benefit patients, such as textbooks or anatomical models, if they are modest in value and in accordance with the national and local laws, regulations and industry and professional codes of conduct of the country where the **Healthcare Provider** is located. **Distributors** may provide small tokens/gifts where appropriate under a strong local custom and not prohibited by local law or applicable industry codes, for specific occasions. Any such tokens/gifts must be the most modest token/gift suitable for the occasion, to ensure it is not, and will not be perceived by others to be, a potential means of corrupt influence. No gifts of cash or cash equivalents may be made on Medtronic's behalf. It is never appropriate to give items such as cash or cash equivalents, or valuable personal items (e.g. clothing, perfume, expensive alcohol, iPods, iPads, iPhones , tickets, etc.).

The description, amount and purpose of any such items given to **Healthcare Professionals** must be documented.

## 11. ENTERTAINMENT

It is not appropriate to pay for entertainment of **Healthcare Providers**. Vacation trips, wine tasting, night clubs, and any kind of expensive or lavish entertainment are not allowed. However, modest business courtesies are allowed where permitted by local rules and industry codes.

a) Business Courtesy. Where allowed by local law and industry codes, **Distributor** may provide a modest and occasional meal to **Healthcare Providers** as business courtesy in the context of a business meeting so long as the primary purpose is a legitimate business reason, not a purely social interaction; the meal is incidental to the business interaction; it is provided in a setting that is conducive to bona fide scientific, educational, or business discussions; and the **Distributor** representative personally attends the meeting.

b) Modest Lodging. Distributor may pay for **Healthcare Provider** lodging for a training event or other appropriate business occasion where the lodging is modest, appropriate and reasonable based upon program requirements, convenience of attendees, and reasonable cost. Distributor will not pay any additional costs associated with any trip or hotel extensions requested by a Healthcare Provider beyond the needs of the event.

c) No Subsidy of Spouses, Partners or Guests. Distributor may not provide meals, other hospitality, travel, lodging or other expenses for guests of Healthcare Providers or for any other person who does not have a bona fide professional interest in the information being shared at the meeting.

"Modest" means moderate value. "Occasional" means infrequent.

## 12. EDUCATIONAL AND SCIENTIFIC DONATIONS

Grants and charitable donations are permitted only if the grant or donation is intended for a charitable or other philanthropic purpose, or to support bona fide educational or research programs. Such grants or donations must not take into account the volume or value of purchases made by, or anticipated from, the grant recipients. Distributors shall keep detailed records of such grants or donations.

## 13. DISCOUNTS

Discounts should be market driven, based on arms-length transactions and generally be structured as upfront price reductions or paid as rebates on a product-specific basis. Discounts must be defined at or before the time of sale in a written contract between the parties and must not result in personal benefit to any **Healthcare Provider** or government official.

## 14. SAMPLES AND FREE PRODUCTS

**Distributors** may provide a limited number of sample or free products to customers for evaluation purposes or as part of an appropriate discount or promotion program, in accordance with local laws and industry codes. The provision of such products should be appropriately documented in writing to the customer institution. **Distributors** shall keep detailed records of its samples and free products provided to customers. Provision of samples or free products should not result in personal benefit to any **Healthcare Provider** or government official.

## 15. CLINICAL STUDIES

**Distributors** shall not conduct, fund, sponsor or support any type of clinical trial and/or studies activities involving Medtronic products, including registries or any other type of study, whether organized or sponsored by a **Healthcare Provider** in the territory or any other person or entity, except with a **prior written approval** from Medtronic.

## 16. TENDERS

Tenders require a fair and equal bidding process. **Distributors** must not collaborate with a tendering authority in the creation or interpretation of tender materials or documentation in a way which could compromise fairness of the process. **Distributors** must not give gifts, donations, or anything of value to tendering authorities or related individuals with the intent to influence the tender materials, documentation, or decision. **Distributors** must not procure or facilitate preferred knowledge of any terms of the tender which may lead to an unlawful competitive advantage.

**Distributors** and Medtronic may present bids/offers for Medtronic's Products under the same tender only if explicitly allowed under applicable law, and only if carried out in accordance with local practice and procedures. Medtronic and **Distributors** shall in such cases act as competitors, and develop and provide their bid separately and independently from each other. Medtronic and **Distributors** shall at all times act in accordance with the local competition, tender and any other applicable law, and shall under no circumstance discuss or share any non-public detail or part of information related to the specific bid or offer they will present. This prohibition against sharing information includes, but is not limited to prices, conditions of sales, or anything that (i) would give the other party an anti-competitive advantage over other bidders, or (ii) could be interpreted as direct or indirect collusion to circumvent applicable tender rules and regulations.

## 17. FAIR COMPETITION

Competition laws are designed to ensure that competition remains vigorous and free from collusion. Even the perception of unlawful conduct should be avoided, including discussing prices, costs, production, products and services, bidding practices, other nonpublic business matters, sales territories, distribution channels or customers with a competitor; and restricting the right of a re-seller to sell or lease a product or service at or below a certain price.

## 18. REPORTING

**Distributors** shall provide periodic reports, upon Medtronic's request and in the format as prescribed by Medtronic, on forecasted sales, inventory and in-market sales including final customer names, product codes and units sold, as well as a summary of inventory on hand by product type where local law permits.

## 19. USE OF SUB-DISTRIBUTORS

**Distributor** shall notify Medtronic, in accordance to the agreement with Medtronic, for any use, or

intention to use, of sub-distributors; and inform Medtronic about the due diligence the **Distributor** has conducted with respect to the sub-distributors. **Distributor** shall make available, if requested by Medtronic, due diligence information conducted on sub-distributors, as well as written agreements with sub-distributors.

**Distributor** shall ensure that sub-distributors accept and observe all compliance obligations in the same manner and standard as observed by **Distributor** pursuant to **Distributor's** agreement with Medtronic.

## 20. CONFIDENTIALITY

Medtronic's business information is very valuable and must be protected. Therefore, **Distributors** are expected to respect Medtronic's proprietary and confidential information. In addition, information provided to Medtronic in good faith by our **Healthcare Providers** must be treated with the same degree of confidentiality.

## 21. EXPORT AND TRADE

Medtronic complies with all export/import control laws of the U.S. and all other countries in which we operate worldwide. Medtronic's policy on export/import controls and economic sanctions contains specific guidelines regarding obtaining proper export authorization; establishing eligibility of export recipients; executing and delivering required documentation; and retaining records for the above. Exporting Medtronic products requires written authorization, as outlined in the **Distributor's** agreement with Medtronic.

## 22. REPORTING A CONCERN

Medtronic "Voice Your Concern Line" Website and helpline:
Toll free hotline number: +1.800.488.3125
www.voiceyourconcernline.com

Medtronic established this site to provide an independent method to raise concerns or allegations of non-compliance confidentially and, if desired, anonymously. This site and the toll-free hotline are operated by a separate company, Ethics Point.

## 23. CONTACT US

For additional information regarding these expectations and requirements, please e-mail channel.compliance@medtronic.com or contact your local Medtronic Channel Compliance or Legal representative.