



Supplier Code of Conduct

Doing the Right Thing is Our Thing

1. Purpose

1.1. iRhythm is a leading digital healthcare company that creates trusted solutions to detect, predict, and prevent disease for patients worldwide. Our principal business is the design and development of device-based technology to provide ambulatory cardiac monitoring services that we believe allows clinicians to diagnose certain arrhythmias quicker and with greater efficiency than other services that rely on traditional technology. To achieve our vision, iRhythm demonstrates excellence and integrity in everything we do. We expect the same exacting standards from our suppliers.

2. Scope

2.1. This Supplier Code of Conduct (“Code”)¹ outlines the expectations and requirements for all suppliers that provide goods or services to iRhythm. Simply put, as a condition of doing business with us, we require our suppliers to comply with all laws, rules, and regulations applicable to iRhythm within the geographies in which suppliers operate or conduct business with us or on our behalf. We also expect our suppliers to have the highest standards of ethics in all business transactions and be transparent and cooperative with regulators enforcing such laws, rules, and regulations.

3. Terms & Definitions

- **Supplier:** Any entity or individual providing goods or services to iRhythm.
- **Healthcare Providers (“HCP”):** Includes healthcare professionals, healthcare organizations, government officials, and payors.

4. Responsibilities

4.1. **Suppliers** are responsible for:

- Complying with this Code and all applicable laws and regulations
- Monitoring agents, subcontractors, and third parties
- Reporting actual or suspected violations
- Cooperating with iRhythm audits and investigations

4.2. **iRhythm** is committed to:

- Working with suppliers to improve compliance with this Code
- Periodically assessing supplier compliance
- Taking appropriate action in response to non-compliance

5. Policy

5.1. ETHICAL BUSINESS PRACTICES

¹ The Code is not intended to create new and additional third-party rights, including for workers.

5.1.1. Anti-Bribery and Anti-Corruption

Suppliers must fully comply with requirements of all applicable bribery and anti-corruption laws, for example, the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. While iRhythm observes local business customs and market practices, neither iRhythm nor any supplier shall participate in any corrupt, unethical, or illegal practices. Suppliers are prohibited from directly or indirectly paying or providing anything of value to a government official in order to: (i) win or retain business or to improperly influence the act or decision of any government official, political party, candidate for political office, or official of a public international organization; (ii) gain an improper advantage; or (iii) illegally influence the action of any individual, customer, company, or company representative.

5.1.2. Accuracy of Business Records

Suppliers must keep accurate, legible, and transparent records that reflect actual transactions and should not hide, fail to record, or misrepresent transactions. Financial records should conform to Generally Accepted Accounting Principles. Falsification or records or misrepresentation of conditions or practices in the supply chain are unacceptable.

5.1.3. Trade Compliance

Suppliers must comply with the letter and spirit of all applicable import and export controls, sanctions, and other trade compliance laws of the United States and the laws of the applicable geographies where supplier transactions occur.

5.1.4. Conflicts of Interest

Suppliers must disclose any apparent or actual conflicts of interest to iRhythm management. A conflict of interest arises when personal interests or activities influence, or appear to influence, the ability to act in the best interests of iRhythm. iRhythm reserves the right to take any necessary actions for failure to report conflicts of interest. Suppliers must document any decision of iRhythm management to waive a conflict of interest.

5.1.5. Gifts and Entertainment

Gifts and entertainment are discouraged. Other than as set forth below, suppliers must not offer or accept gifts or entertainment to or from iRhythm employees with intent to obtain improper advantages or influence for the supplier. "iRhythm employees" includes, their family members, or people with whom iRhythm employees have close personal relationships. Modest gifts and hospitality are permissible so long as they are not provided as a *quid pro quo*, are modest in value, infrequent, unsolicited, given on a customary gift giving occasion, reasonable and customary in our business, comply with local laws, and permissible under the iRhythm Code of Conduct and the policies of the supplier. "Gifts" can include anything of value.

5.1.6. Interactions with Healthcare Providers

When engaged with healthcare providers (“HCP”) (including healthcare professionals, healthcare organizations, patients, patient organizations, government officials, and payors) on behalf of iRhythm, suppliers must adhere to any industry standard of conduct that applies to them. Any benefit provided to an HCP on behalf of iRhythm must comply with all applicable legal and industry code requirements in the geographies in which the HCP resides and/or practices medicine. Payments or other benefits may never be used as a bribe, reward, inducement, or incentive for sales.

5.1.7. Fair Competition and Antitrust

Suppliers must conduct their business in a fair and ethical manner and in compliance with all applicable fair competition and antitrust laws.

5.1.8. Confidential Assets, Information, and Intellectual Property

Suppliers must protect the confidential assets, information, and intellectual property of iRhythm and its clients. Suppliers must design and maintain processes to provide appropriate protections for such information. Suppliers requiring exchange of confidential information with iRhythm shall execute a confidentiality agreement with iRhythm before such disclosure. Exchange of confidential information is limited to such information required to fulfill contractual obligations between iRhythm and the supplier. Suppliers shall not share iRhythm’s confidential information, or any other information acquired from iRhythm, including information developed by suppliers and information relating to products, customers, suppliers, pricing, costs, know-how, strategies, programs, processes, and practices of iRhythm.

Suppliers must immediately report unauthorized disclosure of iRhythm’s confidential information, even if inadvertent, through the Integrity Hotline at 1-844-884-0117 (US), 0800 89 0011 (UK), 02 8231 3103 (PH), or <http://irhythmethics.ethicspoint.com>.

5.1.9. Personal Information and Privacy

iRhythm requires suppliers to protect personal information in compliance with all applicable local privacy and security laws. Personal information provided by or on behalf of iRhythm should only be used, accessed, and disclosed as permitted by a supplier agreement.

5.2. HUMAN RIGHTS AND INCLUSION

iRhythm respects and expects all suppliers in its supply chain to respect, human rights, dignity and the privacy of individuals, in accordance with the United Nations Universal Declaration of Human Rights, national legislation supporting the Universal Declaration of Human Rights, the United Nations Guiding Principles on Business and Human Rights, the ILO Declaration on Fundamental Principles and Rights at Work, and other

relevant guidelines. In practical terms, this means that we require our suppliers to uphold the following standards.

5.2.1. Modern Slavery / Human Trafficking

iRhythm prohibits all forms of slavery, forced labor, or human trafficking. This includes transporting, harboring, recruiting, transferring, or receiving persons by means of threat, force, coercion, abduction or fraud for labor or services. Suppliers must comply with the applicable legal requirements of slavery, forced labor, and human trafficking laws, for example the UK Modern Slavery Act 2015. Suppliers must enact practices, policies, and procedures to ensure compliance.

5.2.2. Child Labor

iRhythm does not tolerate child labor in any form. The term “child” refers to any person under the age of 15, or under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is greatest. Suppliers must act in compliance with all laws regulating the minimum working age for each position, including any laws pertaining to the employment, apprenticeships, and internships of youths and students. Suppliers must enact practices, policies, and procedures to ensure compliance.

5.2.3. Conflict Minerals

Rhythm expects its suppliers to commit to processes designated to ensure the responsible sourcing of minerals and to reasonably ensure that the tantalum, tin, tungsten, and gold in the products they produce are conflict-free. Suppliers also must establish their own due diligence program to achieve conflict-free supply chains. If iRhythm determines a supplier is not conflict free, iRhythm will expect the supplier to remediate such matters or consider using alternative suppliers. Additionally, to monitor compliance, all suppliers who provide products or components to iRhythm containing conflict minerals must complete an annual survey and agree to cooperate with any due diligence that iRhythm chooses to perform with respect to country of origin inquiries, including providing reasonable proof of due diligence performed by the supplier to support country of origin.

5.2.4. Non-Discrimination and Workplace Diversity

Suppliers must comply with all applicable laws relating to discrimination in hiring, employment practices, and harassment, or retaliation. iRhythm expects suppliers to operate workplaces free of discrimination, harassment, victimization, and any other abuse on any grounds, including but not limited to, age, disability, ethnic or social origin, gender, gender identity, nationality, race, sexual orientation, marital status, parental status, pregnancy, political convictions, religious beliefs, union affiliation, or veteran status. Workers also shall be provided with reasonable accommodation for religious practices. In addition, workers or potential workers should not be subject to medical tests,

including pregnancy or virginity tests, or physical exams that could be used in a discriminatory way.

5.2.5. Employment and Working Conditions

Suppliers must comply with all applicable employment laws and regulations, including local wage and labor laws such as maximum working hours, minimum wages, overtime hours and legally mandated benefits.

5.2.6. Freedom of Association

In conformance with local law, suppliers shall respect the right of all workers to form and join trade unions of their own choosing, to bargain collectively, and to engage in peaceful assembly as well as respect the right of workers to refrain from such activities. Workers and/or their representatives shall be able to openly communicate and share ideas and concerns with management regarding working conditions and management practices without fear of discrimination, reprisal, intimidation, or harassment.

5.3. HEALTH AND SAFETY

5.3.1. Occupational Safety

Suppliers must comply with all applicable laws and regulations regarding health and safety. Suppliers working onsite at an iRhythm facility must work in a way that assures their own safety and the safety of others and in compliance with applicable iRhythm and governmental health and safety requirements. Suppliers must immediately report to iRhythm management any emergencies that may impact iRhythm.

5.3.2. Emergency Preparedness

Suppliers must implement emergency plans and response procedures that focus on minimizing harm to life, the environment, and property. This includes emergency reporting, employee notification and evacuation procedures, worker training, and drills.

5.3.3. Environment

Suppliers must comply with all applicable environmental laws and regulations related to the development, manufacturing, and distribution of their products or services. Suppliers should strive to meet the highest standards of environmental responsibility. iRhythm suppliers must strive to continually improve their environmental footprint, including the promotion of sustainability initiatives such as energy and water conservation, pollution prevention, reduction of greenhouse gas emissions, waste minimization, and reuse recycling practices to achieve Net Zero by 2050 in accordance with United Nations recommendations or earlier if required by local law. iRhythm reserves the right to request greenhouse gas emissions data for the goods and services provided to iRhythm.

5.4. IMPLEMENTATION AND REPORTING VIOLATIONS

5.4.1. Supplier Assessment

Suppliers may be asked to re-affirm compliance with the Code periodically. Upon request, suppliers will also provide written information on its policies and practices related to compliance with the Code. iRhythm is committed to working with its suppliers to improve compliance with this Code.

5.4.2. Monitoring

Suppliers must have a program to conduct due diligence and monitor their own agents, sub-suppliers, and subcontractors who directly or indirectly provide products or services (or components thereof) to iRhythm, to help ensure that such agents, sub-suppliers, and subcontractors meet expectations consistent with those set out in this Code. Suppliers must address human rights and environment-related expectations upstream in the supply chain or involving their agents. In the event the Company has knowledge of a concern in the upstream supply chain or involving an agent, suppliers must enable iRhythm to address such issues in accordance with the Company's legal obligations, as applicable.

5.4.3. Business Continuity

Suppliers must develop and implement appropriate business continuity plans for operations supporting iRhythm.

5.4.4. Risk Management

Suppliers must have mechanisms to determine and manage risks in all areas this Code addresses.

5.4.5. Training and Competency

Suppliers must have a training program that achieves an appropriate level of knowledge, skills, and abilities in its management and workers to address the expectations of this Code. This training shall be provided to all workers prior to the beginning of work and regularly thereafter, and in the language of the worker or in a language the worker can understand.

5.4.6. Continual Improvement

iRhythm expects suppliers to continually improve by setting performance objectives, executing implementation plans, and taking necessary corrective actions for deficiencies identified by internal or external assessments, inspections, and management reviews.

5.4.7. Violations and Termination

If it appears that a supplier is not in compliance with the Code, we expect the supplier to cooperate and provide additional information for us to decide

whether the supplier is compliant. If we determine that a supplier is not compliant, then remedies may include, but are not limited to, termination of business with iRhythm or the development and implementation of a corrective action plan that the supplier would need to implement within a certain fixed time unless the violation is severe or incurable, or there is a violation of law. iRhythm may follow such implementation with an audit, as it deems appropriate.

6. References

- iRhythm Code of Conduct (POL0033)
- Anti-Bribery and Anti-Corruption Policy (POL0007)

7. Appendices

Appendix A: Reporting Violations

Appendix B: Supplier Code of Conduct Acknowledgement

Appendix A: Reporting Violations

Individuals or entities should promptly notify iRhythm of any actual or suspected violations of this Code, or other issues relevant to this Code.

HOW TO REPORT

- The iRhythm manager responsible for the supplier relationship
- iRhythm's Integrity Hotline, which permits anonymous reports:
 - In the United States: +1 844-884-0117
 - In the United Kingdom: 00 89 0011
 - In the Philippines: 02 8231 3103
 - Via the web: <http://irhythmethics.ethicspoint.com>
- Our Chief Compliance Officer at:
 - Via email at: compliance@irhythmtech.com

iRhythm will take your questions or concerns seriously, and we will treat them confidentially to the greatest extent possible.

No Retaliation

iRhythm expects suppliers to have a policy and process for reporting workplace concerns, including reporting violations of this Code. The policy and process should be transparent and understandable and should protect reporting and participating individuals from retaliation. We will not tolerate retaliation against anyone who in good faith raises questions or concerns about a potential violation of the law or this Code, or who assists in an investigation of a reported violation.

Order of Precedence; Changes to the Code

The Code is not meant to—and does not—supersede any applicable law, or any term in an agreement between iRhythm and a supplier. To the extent there is any conflict between this Code and any applicable law or provision of any agreement, the applicable law or agreement controls.

Appendix B: Supplier Code of Conduct Acknowledgement

I hereby acknowledge, on behalf of the supplier, that I have received, read, and understand the requirements set forth in the iRhythm Supplier Code of Conduct. I confirm, on behalf of the supplier, that I am an authorized signatory of the supplier, and the supplier will comply with the iRhythm Supplier Code of Conduct, and the laws referred to in the Supplier Code of Conduct.

Modern Slavery and Human Trafficking Attestation

I further certify, on behalf of the supplier, that the supplier complies with all applicable laws relating to modern slavery, forced labor, and human trafficking, including but not limited to the UK Modern Slavery Act 2015. I confirm that the supplier has implemented appropriate policies, practices, and procedures to prevent slavery, forced labor, and human trafficking within its operations and supply chain, and that the supplier does not engage in such practices.

I acknowledge that iRhythm may request information or documentation to verify compliance with this attestation and that failure to comply may result in corrective action or termination of business with iRhythm.

SUPPLIER NAME _____

SIGNATURE _____

PRINTED NAME _____

TITLE _____

DATE _____