

LeMaitre Vascular, Inc.
("Company")

Supplier Code of Conduct

This Supplier Code of Conduct outlines the Company's expectations for suppliers, in line with our corporate values. While all suppliers are required to comply with applicable domestic and foreign laws and regulations, this Supplier Code of Conduct (the "Code") goes beyond mere compliance with law. When differences arise between the Company standards (including this Code) and legal requirements, the stricter standard shall apply, in compliance with applicable law.

All Company suppliers are required to adhere to the standards set forth in this Code. For the purposes of this Code, the term "supplier" means any business, firm or individual that provides a product or service to Company, or to any of our customers or clients for or on behalf of Company, whether directly or indirectly. Unless otherwise indicated by the context, the term "supplier" also refers to employees, agents, sub-suppliers and subcontractors of the entities and individuals described in the preceding sentence (i.e., their representatives). This applies to all Suppliers' workers including temporary, migrant, student, contract, direct employees and any other type of worker.

All suppliers are expected to educate their representatives to ensure they understand and comply with this Code. If a supplier knows, or has reason to believe, that a violation by it or its representatives has occurred, the supplier must promptly inform Company. Suppliers are expected to self-monitor and enforce compliance with this Code by their representatives.

Ethical Practices

Compliance with Applicable Laws

Supplier must comply with all laws, regulations, rules, guides, ordinances and/or standards applicable to its business and all contractual obligations applicable to such supplier. Upon request by the Company, supplier must also provide to Company any and all information or material required for Company, or its customers, to comply with all laws, regulations, rules, guides, ordinances and/or standards. Each supplier must be committed to the highest standards of compliance, ethics, and integrity in conducting its business.

Business Integrity and Fair Competition

Suppliers must conduct their business in a manner that is consistent with fair and vigorous competition and in compliance with all applicable laws and regulations relating to anti-trust, fair competition, unfair/deceptive trade practices and accurate and truthful advertising.

Anti-corruption and Anti-bribery

Suppliers are prohibited from engaging in any form of corruption, extortion, embezzlement, and money laundering. Suppliers may not offer, authorize, request, or accept bribes, kickbacks, bartering arrangements, goods, services or any other incentive or thing of value to or from a Company employee or on Company's behalf to obtain or retain business, or gain an improper advantage, or participate in other illegal inducements in business or government relationships. Suppliers must comply with all applicable anti-corruption, anti-bribery and anti-money laundering laws, rules, and regulations, including the U.S. Foreign Corrupt Practices Act, the UK Anti-Bribery Act and those enacted under the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

Confidentiality, Data Privacy and Cybersecurity

Suppliers shall commit to protecting the confidential and proprietary information of Company (and that of its customers and clients). Suppliers shall comply with applicable data privacy, data protection, and information security laws and regulations. Suppliers must operate under appropriate data security and privacy mechanisms and procedures to effectively safeguard Company's confidential and proprietary information (and that of its customers and clients) and personal information collected, stored, processed, transmitted, and shared on behalf of Company.

Intellectual Property

Intellectual property rights shall be respected by suppliers, including by complying with all applicable laws and

regulations applicable to intellectual property and not violating, misappropriating, or infringing upon the intellectual rights of any person or entity; transfer of technology and know-how shall be done in a manner that protects intellectual property rights.

Trade Compliance

Suppliers must comply with all applicable import and export controls, sanctions and other trade compliance laws and regulations of the United States and laws and regulations of applicable country(ies) where Company and/or supplier operates, and must not cause Company to be in breach of any such laws or regulations. Suppliers must establish and maintain policies and procedures to comply with applicable trade restrictions and sanction laws. By accepting engagement as a supplier of Company, suppliers represent that they are not on any lists issued by the U.S. Office of Foreign Assets Control.

Animal Welfare

Animals shall be treated humanely, and alternatives to animal testing should be used wherever these are scientifically valid and acceptable to regulators.

Conflicts of Interest

Suppliers should avoid interaction with any director, employee, representative or agent of the Company that might conflict, or appear to conflict, with that director, employee, representative or agent of the Company acting in the best interests of Company. Suppliers who have associates or members of their immediate family working for Company should disclose such fact to Company prior to engaging in any business relationship with Company.

Gifts, Entertainment, Hospitality, Gratuities and Other Favors

The Company prohibits giving, authorizing, requesting, or receiving any payment or gift in the nature of a bribe or kickback. Gifts of any kind, nature or description, including discounts, coupons and other offers not available to the public in general, are not allowed; provided, however, that Company employees may accept branded promotional items and annual holiday gifts (other than cash) having a reasonably estimated fair-market value of \$100.00 or less, provided the gifts are consistent with customary industry practices and applicable law and could not reasonably be construed as a bribe or payoff. For guidance on gifts that do not meet this criterion, please consult a member of the Company Legal Department.

Other Obligations and Expectations

Suppliers must operate in compliance with their own applicable professional standards, policies and codes, including requirements established by any organizations (such as licensing commissions) regulating their activities. Suppliers must obtain and maintain all permits and/or licenses necessary to provide the services and conduct the activities for which they have been engaged by or on behalf of Company.

Human Rights

Compliance with Labor Laws

Suppliers must comply with all applicable labor laws, rules, and regulations, including but not limited to those pertaining to the topics discussed below.

Prohibition of Child Labor

Child labor is prohibited. The minimum age for full-time employment must be the higher of (i) fifteen (15), (ii) the age for completing compulsory education and (iii) the legal minimum age for employment under applicable local laws and regulations. Additionally, suppliers may not employ children under 18 years of age for work that is likely to jeopardize their health or safety. The use of legitimate workplace learning programs, which comply with all laws and regulations, is supported.

Prohibition of Forced Labor / Prison Labor / Trafficking In Persons

- Company prohibits the use of forced or bonded labor (including debt bondage), human trafficking, modern slavery or any other exploitative labor practices (collectively referred to as “forced labor”) by its suppliers or anywhere in their operations or supply chain. By accepting engagement as a supplier of Company, suppliers represent that they do not engage in any form of forced labor, including using forced labor in the performance of work, including directly or indirectly sourcing goods, wares, articles, or merchandise (including parts and components) mined, produced, or manufactured wholly or in part by forced labor.
- All work must be voluntary, and workers shall be free terminate their employment without penalty.

- Suppliers shall not retain, destroy, conceal, confiscate, or withhold any of their worker's identity or immigration documents, such as government-issued identification, passports, or work permits, unless required by law.
- Suppliers are prohibited from collecting recruitment fees from their workers. Nor shall workers be required to pay employers' agents or sub-agents' recruitment fees or other related fees for their employment.

Non-Discrimination and Equal Opportunity

Suppliers shall not engage in discrimination or harassment in hiring and employment practices, such as wages, promotions, rewards, and access to training, based on sex (which includes pregnancy, childbirth, breastfeeding, or related medical conditions, the actual sex of the individual, or their gender identity or gender expression), race, color, religion (including religious dress practices and religious grooming practices), sexual orientation, national origin, ancestry, citizenship, marital status, familial status, age, physical disability, mental disability, medical condition, genetic information, protected veteran or military status, or any other protected classes which may exist under applicable law. Workers shall be provided with reasonable accommodation for religious practices. We are committed to diversity and inclusion, and we expect our suppliers to share this commitment.

Fair Treatment

Suppliers must provide a workplace free of harsh and inhumane treatment, including any sexual harassment, sexual abuse, corporal punishment, mental or physical coercion, bullying, public shaming, or verbal abuse and no threat of any such treatment.

Suppliers shall not hire or use public or private security forces, unless such forces are given detailed and appropriate instructions and are responsibly overseen in such a way as to prevent human rights abuses.

As applicable, in the operations of suppliers, suppliers must refrain from unlawful eviction and unlawful taking of land, forests and waters that secure the livelihood of a person.

Wages, Benefits and Working Hours

Suppliers must maintain work hours in compliance with all applicable laws and regulations. Suppliers must pay workers according to applicable wage and hour laws, including minimum wages, overtime hours and mandated benefits. Suppliers shall communicate with the worker the basis on which they are being compensated in a timely manner. All overtime must be voluntary. Suppliers must maintain employment documents in accordance with all applicable laws and regulations, including employee records.

Freedom of Association

Open communication and direct engagement with workers to resolve workplace and compensation issues is encouraged. Suppliers shall respect the rights of workers, as set forth in local laws, to associate freely, join or not join labor unions, seek representation, and join workers' councils. Workers shall be able to communicate openly with management regarding working conditions without threat of reprisal, intimidation, or harassment.

Health and Safety

Worker Protection

Suppliers must provide a safe and healthy workplace for its employees in compliance with laws and regulations. Suppliers must protect workers from over exposure to chemical, biological and physical hazards, physically demanding tasks in the workplace and in any company-provided living quarters. Suppliers must provide adequate resources to manage workplace safety and to ensure that all workers understand and properly exercise safety practices and procedures. Procedures and systems must be in place to manage, mitigate, track and report occupational injury and illness. Suppliers are expected to provide ongoing occupational health and safety training as applicable to their business.

Process Safety

Suppliers shall have programs in place to prevent and mitigate catastrophic or other unwanted releases of chemicals, biological agents or genetically modified organisms.

Emergency Preparedness and Response

Suppliers must have procedures in place to detect and manage potential risks to employees in the workplace and any company-provided living quarters, including by implementing emergency plans and response procedures.

Hazard Information

Safety information relating to hazardous materials, including biological agents, genetically modified organisms, pharmaceutical compounds and pharmaceutical intermediate materials, shall be available to educate, train and protect workers from hazards.

Environmental Responsibility

Environmental Regulations Compliance

Suppliers shall comply with all applicable environmental, health and safety laws, rules, and regulations. This specifically includes, but is not limited to:

- The prohibition of the manufacture of mercury-added product, the use of mercury and mercury compounds in manufacturing processes, and the treatment of mercury waste in accordance with the Minamata Convention on Mercury.
- The prohibition of the production and use of chemicals pursuant to the Stockholm Convention and European Union regulations.
- The prohibition of the handling, collection, storage and disposal of waste in a manner that is not environmentally sound in accordance with the Stockholm Convention on Persistent Organic Pollutants.
- The prohibition of exports of hazardous waste and other wastes in accordance with European Union regulations and the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal, as well exports from Basel Convention countries to countries not listed in the Basel Convention, and imports from a non-part to the Basel Convention.

Suppliers are encouraged to have environmental, health and safety management systems that are based on ISO 14001 and ISO 45001. All required environmental permits, licenses, information registrations and restrictions must be obtained, and their operational and reporting requirements followed.

Environmentally Responsible Practices

Suppliers must operate in an environmentally responsible and efficient manner, and must take reasonable efforts to identify the environmental impacts of their business and minimize adverse impacts on the community, environment, and natural resources. Suppliers are urged to conserve natural resources, to avoid the use of hazardous materials where possible and to engage in activities that reuse and recycle. Suppliers must take steps to prevent harm to soil, land, and water supplies and air quality, or cause noise emissions, in each case, that could impair access to drinking water supplies, food supplies, sanitary facilities or that otherwise harm the health and livelihood of individuals. Suppliers must undertake ongoing efforts to reduce the environmental impact of their operations, products, and services.

Waste and Emissions

Suppliers must have systems in place to ensure the safe handling, movement, storage, recycling, reuse or management of waste, air emissions and wastewater discharges. Any waste, wastewater, or emissions with the potential to adversely impact human or environmental health shall be appropriately managed, controlled and treated prior to release into the environment.

Spills and Releases

Suppliers must have systems in place to prevent and mitigate accidental spills and releases to the environment.

Greenhouse Gas Emissions Management

Suppliers must identify, manage, reduce, and responsibly control Greenhouse Gas (GHG) emissions from their operations and value chain. Suppliers are encouraged to regularly quantify their Scope 1, 2, and 3 emissions, set reduction targets, monitor progress, and reduce their emissions.

Management Systems

Identification of Concerns

Suppliers must have a policy prohibiting unlawful and inappropriate conduct, a procedure that gives employees a way to report concerns, risks, or violations of this Code, and a process for investigating and resolving incidents. Unlawful retaliation against employees, including the threat of reprisal, intimidation, or harassment, for reporting violations or cooperating in investigations, is prohibited. Suppliers must investigate and take corrective action if needed.

Suppliers must immediately notify Company upon learning of any known or suspected (1) improper or illegal behavior by any directors, employees, agents, or representatives of Company, (2) improper or illegal behavior by a supplier, an agent, any subcontractor or sub-supplier or anyone else providing goods or services to Company, (3) matter or legal violation that may affect Company or supplier's provision of goods and/or services to Company, or (4) debarment or suspension (or proposed debarment or suspension) from government contracting of suppliers of items or services that may be used in the performance of U.S. federal government contracts or subcontracts.

If any person knows that a violation of this Code has occurred, such representative is encouraged to report concerns directly via any of the following methods:

- By email to complianceofficer@lemaitre.com or, in Italy, whistleblowingita@lemaitre.com (**anonymity cannot be maintained**).
- By phoning +01 (781) 968-5149, a voicemail account established under the LeMaitre Business Code of Ethics Procedure, which we have established for receipt of questions and reports of potential violations of the Code. Calls may be made anonymously as set forth under "Reporting; Anonymity;" Retaliation section of the LeMaitre Business Code of Ethics Procedure.

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 Company, 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 Company to address such issues in accordance with the Company's legal obligations, as applicable.

Documentation

Suppliers must maintain documentation necessary to demonstrate conformance with this Code and with applicable regulations for at least seven (7) years.

Compliance and Accountability

Suppliers must establish and maintain a management system reasonably designed to ensure compliance with, and mitigate the risks identified in, this Code and applicable laws and regulations. Suppliers must demonstrate commitment to the concepts described in this document by allocating appropriate resources thereto. At Company's request, supplier shall provide documentation to demonstrate conformance with this Code and applicable regulations through the sharing of documentation, or a third-party assessment or audit. To assist with any applicable audits or requests, Suppliers shall keep and maintain records related to their compliance with applicable law and this Code and provide documentation to Company upon request.

Upon receipt of any unsatisfactory audit results and a supplier's failure to implement recommended corrective actions, Company, in its sole discretion, reserves the right to suspend any purchases from such supplier until corrective actions are implemented, or to terminate its relationship with such supplier. In addition, Company reserves the right to request the removal of any representative who behaves in a manner that is unlawful or inconsistent with this Code or any other Company policy or procedure.

Suppliers may never engage in any activity prohibited by this Code by knowingly employing – or failing to impose appropriate corrective action, up to and including termination, upon – a subcontractor, sub-supplier or agent who performs the prohibited activity on behalf of such supplier.

Consequences of Violations

Company may take compliance with the Code into account in its procurement decisions. Company may suspend or terminate an existing relationship with any supplier found to be in violation of this Code or for any other reason consistent with Company's agreement with such supplier including, without limitation, as a material breach of any contract between Company and such supplier.

Sustainable Sourcing and Traceability

Company supports responsible sourcing practices, and suppliers shall carry out due diligence on the source of materials to promote legal and sustainable sourcing. If requested, suppliers must disclose the geographical location of facilities producing goods for Company, as well as the origin of materials within the supplier's supply chain. Specifically, suppliers must adopt policies and establish systems to (i) procure tantalum, tin, tungsten, gold and rare earth minerals from sources that do not directly or indirectly finance armed groups in the Democratic Republic of the Congo or other conflict affected and high risk areas and provide supporting data on the supplier's supply chain for tantalum, tin, tungsten, gold, or other requested rare earth minerals to Company when requested, on a platform to be designated by Company and (ii) ensure that goods, wares, articles, and merchandise do not include forced labor at any stage of production.

Fraud Prevention and Reporting

Suppliers must have a processes to prevent fraud and report any incidents to Company, regardless of materiality. This process should be similar to programs of other companies comparable in size, revenue and industry.

Business Continuity

Suppliers are responsible for the development and implementation of appropriate business continuity plans for operations supporting Company.

Risk Management

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

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 outlined in this Code, and must participate in relevant Company training, as applicable.

Continual Improvement

Suppliers are expected 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.

U.S. Government Contracts and Subcontracts

The products purchased by Company from our suppliers may be used in performance of U.S. government contracts. Company is committed to the highest standards of business conduct and ethics in obtaining and performing U.S. government contracts. We expect the same from our suppliers when providing us with products and services that may be used in the performance of

U.S. government contracts. As a result, Company may incorporate certain Federal Acquisition Regulation ("FAR") or applicable FAR supplement into certain contracts and orders, and each supplier engaged in government contracting, or in the government supply chain, must comply with government contracting laws and regulations, as applicable. Suppliers of items or services that may be used in the performance of U.S. federal government contracts or subcontracts shall comply with our terms of sale/purchase.

Debarment and Suspension

Absent an extraordinary circumstance approved by cognizant U.S government officials, Company will not engage in business activities with individuals or companies that are debarred, suspended, or proposed for debarment or suspension, or otherwise, excluded from award of U.S. government contracts. Any supplier must promptly notify Company in writing if it becomes debarred, suspended, or proposed for debarment or suspension.