

Cerner Corporation Supplier Code of Conduct

Introduction

This Supplier Code of Conduct (the “Code”) applies to all suppliers, contractors, consultants, vendors, distributors, and other third parties, including, without limitation, the agents, subsidiaries, affiliates and subcontractors of such entities and individuals (collectively, “Supplier,” “you” or “your”), that provide products or services to, on behalf of or for the benefit of Cerner Corporation or one or more of its controlled subsidiaries or affiliates (collectively, “Cerner” or “our”), or Cerner’s clients. Supplier’s business relationship with Cerner (which includes, without limitation, all business conducted for, with, for the benefit of or on behalf of Cerner or a Cerner client) is referred to in this Code as, “Cerner Business”. This Code sets out the minimum ethical and legal expectations for our Suppliers in connection with any Cerner Business and is designed to deter wrongdoing and promote: (a) honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships; (b) compliance with applicable laws, rules, and regulations; (c) the prompt reporting of unethical or unlawful situations and violations of this Code; and (d) accountability for adherence to this Code.

Cerner expects our Suppliers to conduct themselves in a safe, ethical and professional manner, to avoid any act that may result in a conflict of interest, and to treat others with respect, fairness and dignity in connection with any Cerner Business. The standards of conduct described in this Code are critical to the ongoing success of our business and our relationship with our Suppliers, and, therefore, you are expected to comply with this Code at all times in connection with Cerner Business. Your failure to comply with this Code may lead to your disqualification as a Cerner Supplier.

Our industry continues to undergo significant changes. As a whole, these changes make the ways in which we do business more complex. Because of the continuing need to reassess or clarify our practices, the content of this Code will be kept online and updated as required. It is your responsibility to review and comply with this Code and all other Cerner policies or procedures referenced in this Code that are applicable to you in connection with any Cerner Business. At our discretion, we may audit your compliance with this Code, and, from time to time, at our request, you will certify your compliance with this Code. Additionally, we may change or supplement, modify or replace this Code at any time.

Our Code cannot address every possible situation you might encounter. If you have questions about this Code, if you are aware of an unlawful or unethical situation, or if you suspect this Code is being or has been violated, call Cerner's Ethics Hotline, which is available 24 hours a day, 7 days a week. The phone number (or website address, if applicable) for accessing the Ethics Hotline from your country can be found by visiting the [Corporate Governance section of cerner.com](#). Cerner’s Ethics Hotline is confidential, except as needed to conduct a full, fair investigation. You may remain anonymous if you so choose, except where restricted by local law. Due to local privacy laws in certain countries and the European Union, the Ethics Hotline may permit only specific types of calls, such as financial, accounting, auditing and bribery related offenses or offenses committed by company executives or persons with a management role. In those countries, contact your Cerner representative to report other issues.

I. Business Conduct

Cerner encourages and strives to provide a healthy, safe, and productive work environment, and, as such, Cerner expects our Suppliers to provide a healthy, safe, and productive work environment. Supplier will uphold the human rights of workers and will provide your workers with a creative, diverse, and supportive work environment, free from discrimination, harassment, intimidation, threats, bullying, and coercion. Supplier will abide by all applicable workplace safety, anti-discrimination, anti-retaliation, and human rights laws and/or guidelines. More specifically, Supplier acknowledges and agrees as follows:

Freely Chosen Employment

Supplier will not use forced, bonded, or indentured labor or involuntary prison labor. All work performed by Supplier's employees or contractors will be voluntary, and workers will be free to leave upon giving reasonable notice and at their own will. Workers will not be required to forfeit any documents related to travel, work authorization, immigration, identification, or other similar personal documentation, as a condition of employment.

Child Labor Avoidance

Child workers may not be used. The term "child" is (i) any person employed under the age of 15 (or 14 where the law of the country permits), (ii) under the age for completing compulsory education, or (iii) under the minimum age for employment in the country – whichever is greatest. However, we do support the use of legitimate workplace apprentice or internship programs, in compliance with all applicable laws and regulations.

Working Hours

Supplier workdays and workweeks may not exceed the maximum set by applicable local law. Workers will be allowed at least one day off per seven-day week, and excessive, mandatory overtime is prohibited.

Wages and Benefits

Compensation of all workers will comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. All workers must be paid in a timely manner via pay stub or similar documentation.

Anti-Bullying and Harassment

There will be no harsh or inhumane treatment, or the threat of any harsh or inhumane treatment, toward workers, including any bullying or harassment, sexual harassment, sexual abuse, corporal punishment, or mental or physical coercion.

Anti-Slavery and Anti-Trafficking

Cerner opposes and prohibits the use of human trafficking, slavery and slave labor. Likewise, Supplier will obey and comply with all laws, statutes and regulations in the country in which they are operating regarding human trafficking, forced labor and other forms of modern slavery. Supplier will implement due diligence procedures for its suppliers, agents, representatives, vendors or other third-party resources to detect and prevent violations of applicable laws prohibiting human trafficking, forced labor and other forms of modern slavery.

Nondiscrimination

Supplier is committed to a workforce free of harassment and unlawful discrimination and will not engage in discrimination based on, race, color, religion, sex, national origin, ancestry, marital status, veteran's status, age, disability, pregnancy, genetic information, citizenship status, sexual orientation, gender identity, sex stereotyping, or any other legally protected category in hiring and employment practices such as promotions, rewards and access to training. In addition, workers or potential workers may not be subjected to employment testing which could be used for any discriminatory or other *unlawful* purpose.

Freedom of Association

Supplier will not unlawfully interfere with the rights of workers to associate freely, join or not join labor unions, seek representation or join workers' councils in accordance with local laws.

Layoff Practices

Supplier will not unlawfully lay off workers. This includes temporary layoffs to promote or increase the company revenue and turnover.

II. Health and Safety/Environmental Protection

Cerner is committed to providing a safe work environment and promoting the health and well-being of our associates. Supplier will likewise create and maintain a safe work environment that promotes the health and safety of its personnel.

Supplier will prohibit Supplier's workers from bringing weapons, firearms and hazardous materials onto a Cerner and/or Cerner client property or facility. Supplier will keep Cerner and Cerner client property free of alcohol, illegal drugs and tobacco. Supplier will comply with all other Cerner policies regarding visits to Cerner and Cerner client property, as applicable.

Supplier will act in accordance with the applicable statutory and international standards regarding environmental protection, minimize environmental pollution, and act in accordance with all applicable laws and guidelines.

III. Compliance with Laws

Supplier will comply with this Code, and with all applicable laws, rules, and regulations in connection with any Cerner Business. If applicable laws, rules, regulations and policies are more permissive than this Code, Supplier will comply with this Code. If applicable laws, rules, regulations and policies are more restrictive than this Code, Supplier will comply with those more restrictive laws, rules, regulations and policies.

Prohibition of Corruption and Bribery

Under no circumstance will Supplier ever, directly or indirectly, offer, give, make, promise, authorize, require, solicit or accept any bribe, kickback or payment of money or anything of value to anyone, including officials, employees or representatives of any government, public or international organization, or to any other third party (public or private sector) for the purpose of: (a) obtaining or retaining business, (b) influencing business decisions, or (c) securing an unfair advantage. This includes giving money or anything of value to anyone when there is reason to believe that it will be passed on to a government official or the decision maker at a client or potential client for this purpose. Additionally, Supplier will maintain accurate books and records in connection with any Cerner Business. Supplier will comply with all applicable federal, state and local anti-bribery laws, including without limitation the German Criminal Code, the U.S. Foreign Corrupt Practices Act, and the UK Bribery Act, all as may be amended from time to time, as well as Cerner's Anti-Bribery Policy, available on the [Corporate Governance section of cerner.com](#).

Fair Competition, Anti-Trust Laws, and Conflict of Interest

Supplier will comply with all applicable antitrust and competition laws. Antitrust or competition laws vary from country to country, but generally such laws prohibit agreements or actions that unreasonably restrain trade, are deceptive or misleading, or unreasonably reduce competition without providing beneficial effects to consumers, including without limitation, unlawful boycotts, price fixing, market or customer allocation, market sharing or bid rigging.

Conflict Minerals

As applicable, Supplier will comply with Cerner's Conflict Mineral Policy available at: <https://www.cerner.com/about/collaborations/conflict-minerals-policy>.

Securities and Insider Trading

Supplier will, and will cause its employees, agents and contractors to, comply with applicable securities laws prohibiting trading in Cerner securities based on material non-public information obtained by virtue of his or her position or relationship with Cerner, and Cerner's Policy Applicable to All Associates, Consultants and Contractors Regarding Securities Trading (available upon request).

Export Laws

To the extent Supplier is responsible for the import or export of goods, software or technology, Supplier must comply with all applicable export laws and regulations. Supplier must obtain the appropriate import and export licenses when shipping controlled goods, technology or software in connection with Cerner Business.

Conflict of Interest

Supplier will compete fairly and ethically for all business opportunities, and Supplier's workers involved in the sale or licensing of products and/or provision of services to, and the negotiation of agreements and contracts with, Cerner and Cerner clients must ensure that all statements, communications and representations to Cerner and Cerner clients are accurate and truthful and do not omit a material fact necessary to make a statement not misleading in light of the circumstances under which it is made.

Any expenditure offered to or received by any Cerner associate from Supplier must be in the ordinary and proper course of business and not reasonably construed as a bribe or improper inducement designed to influence the recipient and secure unfair preferential treatment. To that end, (a) no gifts or other favors may be provided to Cerner associates or their family members if they have a value of more than \$250 USD (or local currency equivalent) per year, without prior approval from Cerner's Chief Legal Officer or his/her designee, and (b) no gifts of cash or cash equivalents, such as gift cards, may be provided to a Cerner associate or his or her family members. Additionally, any entertainment or services offered to a Cerner associate must be offered only as a bona fide business courtesy and provided to others as a normal part of Supplier's business. Cerner has a presumption that entertainment having a value of no more than \$500 USD (or local currency equivalent) per person per transaction is reasonable. Still further, no discounts on personal purchases of products or services from Supplier may be given to a Cerner associate if such discounts exceed \$500 USD (or local currency equivalent) per person per transaction, unless such discount is offered generally to all Cerner associates in connection with a Cerner-approved discount or partner program. Notwithstanding the foregoing, no gifts, entertainment or discounts shall be provided to any Cerner associate who has authority to influence or direct Cerner's spending or revenue generating activities during an active negotiation for new, incremental or renewal of existing business unless otherwise approved by Cerner's Chief Legal Officer or his/her designee.

The term "Conflict of Interest" describes any circumstance that could cast doubt on Supplier's ability to act with total objectivity with regard to any Cerner Business. A Conflict of Interest also exists when there is a choice between acting in a personal interest (financial or otherwise) or in the interest of Cerner. While engaged in Cerner Business, Supplier will exercise reasonable care and diligence to avoid any actions or situations that could result in a Conflict of Interest. Unless otherwise agreed, this includes not accepting any secondary employment or other outside activity that creates a Conflict of Interest or appearance of a Conflict of Interest with Cerner or in any way compromises the work to be performed for Cerner.

Supplier will prevent or immediately disclose a Conflict of Interest or the appearance of a Conflict of Interest to Cerner's Ethics Hotline.

Data Privacy

Many countries have laws and directives that regulate the processing or exchange of personal information or personal data relating to individuals. Supplier will abide by the privacy and data protection laws, including those applicable to data controllers and processors, that are in effect in countries in which Supplier conducts business with respect to Cerner. Supplier is responsible for protecting personal information as required by applicable law and will ensure that the information is not disclosed in violation of applicable laws, rules, regulations, or contractual obligations. Suppliers processing personal data on behalf of Cerner or a Cerner client, shall not process such data except on instructions from Cerner. At Cerner's request, Supplier will enter into Cerner's standard data processing agreement applicable to Supplier's processing activities. Supplier also will adhere to applicable data breach notification laws and provide notification to Cerner in accordance with such laws.

IV. Travel Reimbursement Policy

When traveling for or on behalf of Cerner or a Cerner client, Supplier will follow and comply with Cerner's Travel Reimbursement Policy (available upon request).

V. Rules of the Road Policy

When accessing any Cerner system or network, Supplier will follow and comply with Cerner's "Rules of the Road" Policy (available upon request).