



## ACCURAY INCORPORATED SUPPLIER CODE OF CONDUCT

### A. INTRODUCTION

Accuray Incorporated and its subsidiaries (“**Accuray**,” “**we**” or “**our**”) is committed to corporate integrity, responsible product sourcing, and the safety and wellbeing of workers across our global supply chain. Accuray views our Suppliers as an integral part of the overall success of Accuray. We want to work with suppliers who have strong management systems in place, are transparent in their practices and manage their own supply chain. As such, this Supplier Code of Conduct (hereinafter referred to as the “**Code**”) is developed to clearly outline our expectations for all our Suppliers.

Accuray strongly encourages its Suppliers to comply with this Code in all markets and jurisdictions where the Supplier is carrying out its business activities. We may periodically evaluate a Supplier’s compliance with these standards to determine whether to continue the business relationship with such Supplier.

In addition to any restrictions on the use of subcontractors that are otherwise agreed to between Supplier and Accuray, Supplier will not use any subcontractor in connection with any Accuray business unless the subcontractor has received a copy of this Code.

### B. GENERAL REQUIREMENTS

#### 1. Legal compliance

Suppliers shall comply with all applicable laws, rules and regulations in the countries where they carry out business activities and comply with this Code even if it stipulates a higher standard than required by national laws or regulations. To the extent the International Labour Organization’s core conventions, the Universal Declaration of Human Rights or the United Nations Guiding Principles for Business and Human Rights provide for higher standards, Supplier is expected to meet those standards. By communicating these standards to Suppliers, Accuray is not conferring any rights or remedies to any third parties.

#### 2. Management systems

Suppliers should have adequate management systems and controls in place to ensure compliance with, mitigate risks identified in, and facilitate continuous improvement with respect to this Code or agreed equivalent standards. The function and quality of the Supplier’s management system should be in proportion to the size, complexity and risk environment of its business. Suppliers shall secure and monitor their suppliers and subcontractors to ensure compliance with this Code or, where applicable, their own equivalent code of conduct. On request, Supplier shall inform



Accuray which subcontractors Supplier uses and demonstrate that such subcontractor had received and understood the provisions in the Code.

### **3. Product safety**

Accuray strives to constantly improve the audit and inspection process of its supply chain to assure the safety and quality of its products. Material safety data sheets containing all necessary safety-relevant information will be made available by Suppliers for all hazardous substances and will be provided to Accuray and other parties in case of legitimate need.

### **4. Commitment to continuous improvement**

Accuray recognizes that Suppliers will be at different stages of maturity and commits to working with Suppliers to achieve continuous improvement.

If Accuray finds that a Supplier is not meeting the requirements and expectations set out in this Code, Accuray may offer guidance specifying which issues need to be corrected or improved. The Supplier shall then take corrective actions promptly and commit to showing progress.

## **C. HUMAN RIGHTS AND LABOR RIGHTS**

Accuray Suppliers shall respect internationally proclaimed human rights policies both in the workplace and more broadly in all their business activities.

Suppliers shall take measures to avoid causing, contributing or being linked to negative human rights impacts.

### **1. Child labor and authorized minors**

Suppliers shall not use child labor. Supplier must comply with all applicable laws regarding minimum employment age. For authorized minors, Suppliers are responsible for providing age-appropriate working conditions, hours of work and wage, in compliance with applicable local law.

### **2. Forced labor and human trafficking**

Suppliers shall not participate in, or benefit from, any form of forced labor, including bonded labor, involuntary prison labor, slavery, servitude, trafficking or work performed under the menace of a penalty or coercion. Suppliers shall not require monetary deposits or retain identity papers or work permits as a condition of work. All work, including overtime work, shall be voluntary and workers shall be free to leave work or terminate their employment with reasonable notice.

### **3. Health and safety of workplace**

Suppliers shall provide all workers a safe and healthy working environment that complies with all legal and regulatory requirements. Suppliers are expected to have a worker health and safety program addressing physical, chemical and biological hazards in the workplace. Supplier should take appropriate action to prevent and manage potential workplace accidents and illnesses.

### **4. Non-discrimination**

Suppliers shall not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement, or any other employment practice based on race, color, national origin, gender, gender identity, sexual orientation, military status, religion, age, marital or pregnancy status, disability or any other characteristic other than the worker's ability to perform the job. Accuray expects Suppliers to share its commitment to equal opportunity in employment and its commitment to employee diversity.

### **5. Fair Treatment**

Suppliers shall treat workers with respect and dignity. Suppliers shall ensure that no worker is subject physical, sexual, psychological or verbal harassment, intimidation or abuse.

### **6. Working hours, wages and benefits**

Suppliers must comply with all applicable laws and regulations related to wages and work hours and must provide all legally mandated benefits. Suppliers will not require its employees to work more hours than permitted under applicable laws. Suppliers must ensure overtime is voluntary and paid in accordance with local and national laws or regulations. Wages and benefits must be paid/provided in a timely manner.

### **7. Freedom of association and collective bargaining**

Suppliers shall respect, and shall not interfere with, the right of workers to decide whether to lawfully associate with groups of their choice, including the right to form or join trade unions and to engage in collective bargaining.

## **D. MATERIAL COMPLIANCE AND CONFLICT MINERALS**

In accordance with Accuray's Conflict Minerals Policy Statement, Suppliers are expected to exercise due diligence to make a reliable determination of the origin and source of materials in products, parts or components supplied to Accuray and ensure that the sourcing



does not directly or indirectly contribute to human right abuses and/or environmental damage in conflict-affected and high-risk areas.

Minerals and metals of special concern are tin, tantalum, tungsten, gold and cobalt, but other minerals and metals may also be applicable. Accuray refers to the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas for the definition of conflict-affected and high-risk-areas.

## **E. BUSINESS ETHICS**

Suppliers are expected to do business in compliance with all applicable national, state, local and international laws, regulations, and ordinances and adhere to internationally agreed standards of business ethics.

### **1. Anti-corruption**

Suppliers must not engage in or tolerate any form of corruption, bribery, extortion or embezzlement and are required to comply with all anti-corruption laws and regulations of the countries in which they operated, including the U.S. Foreign Corrupt Practices Act. Suppliers must not offer or accept any benefits or other means to obtain any undue or improper advantage.

### **2. Conflict of interest**

Suppliers shall avoid conflicts of interest that may compromise the Supplier's credibility or other exterior parties' confidence in Accuray. A conflict of interest is a situation where a Supplier has a private personal loyalty or activity that might conflict with Accuray's interests, or might appear to do so; or when a Supplier is in a position to improperly use their relationship with Accuray for their own personal benefit. Suppliers shall disclose to Accuray whenever a situation arises in which there appears to be a conflict of interest involving or affecting Accuray.

### **3. Privacy and intellectual property**

Suppliers must respect Accuray's confidential information and intellectual property rights and protect Accuray's information by safeguarding it against misuse, theft, fraud or improper disclosure.

### **4. Trade compliance**

Suppliers shall comply with applicable export, import and trade compliance laws and regulations in the U.S. and all other countries in which Accuray does business. Suppliers may not undertake any activity, or cause or require Accuray to undertake any activity, that could result in Accuray violating any of the abovementioned export control and/or sanction laws and regulations.



## **F. ENVIRONMENTAL PROTECTION**

Suppliers shall operate in full compliance with all applicable environmental laws and regulations. Suppliers are encouraged to conserve natural resources, to avoid the use of hazardous materials where possible, and to promote activities that reuse and recycle. Suppliers shall have a management system in place aimed to continuously improve the Supplier's environmental standards and performance. Suppliers shall identify and address any environmental compliance issues, including resource consumption, emissions, chemicals, spills and waste.

## **G. MONITORING AND COMPLIANCE**

Supplier is responsible for regular and documented monitoring and review of its compliance with this Code. Supplier is also responsible for maintaining adequate documentation to demonstrate compliance by its subcontractors.

While Suppliers are expected to self-monitor and demonstrate their compliance with this Code, Supplier must permit Accuray and its designated agents (including third parties) to perform audits to review Supplier's compliance with this Code. Accuray has no obligation to conduct inspections or review Supplier's compliance with this Code and assumes no liability or responsibility for the actions or omissions of Supplier.

In case deviations from this Code and/or applicable laws are found, the Supplier shall take corrective actions in cooperation with Accuray. A lack of cooperation, repeated and severe violations of this Code and/or applicable laws may result in Accuray reducing or terminating its business with such Supplier.

Supplier must self-report to Accuray upon learning of any its known or suspected improper behavior in violation of this Code by contacting our independent third party reporting partner, EthicsPoint at 1-800-499-8895 or [www accuray.ethicspoint.com](http://www accuray.ethicspoint.com).