

## **Adaptive Supplier Code of Conduct**

At Adaptive we aim to translate the genetics of the adaptive immune system into diagnostics and therapeutics to improve patients' lives. Our commitment to patients extends to all aspects of our work and we see our suppliers as being an integral part of our commitment.

Adaptive encourages innovation and strives for economic, social, and environmental sustainability to safeguard the long-term success of Adaptive and its stakeholders and aims to apply the highest ethical standards. In support of this goal Adaptive has adopted the following Supplier Code of Conduct and we require all suppliers to understand and comply to the principles embodied herein.

Thank you for your commitment to Adaptive and for partnering with us to fulfill our mission.

A handwritten signature in black ink, appearing to read 'Chad Robins', followed by a horizontal line extending to the right.

Chad Robins

Chief Executive Officer, Co-Founder

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### **Ethics**

Suppliers shall conduct their business in an ethical manner and act with integrity. Suppliers are expected to adhere to the following requirements:

#### **1. Business Integrity and Fair Competition**

Suppliers shall not pay or accept bribes or participate in other illegal inducements in business or government relationships. Suppliers shall conduct their business consistent with fair and vigorous competition and in compliance with all applicable laws and regulations. Suppliers shall employ fair business practices, including accurate and truthful advertising. All corruption, extortion and embezzlement are prohibited.

#### **2. Identification of Concerns**

Suppliers shall have appropriate channels for employees and contractors to report concerns or illegal activities in the workplace without threat of reprisal, intimidation or harassment. Suppliers shall investigate and take corrective action if needed. In the event Supplier has any concerns regarding Adaptive, Supplier shall report those directly to their Adaptive point of contact.

#### **3. Animal Welfare**

As applicable, Suppliers shall treat humanely with pain and stress minimized. To the extent it is required, animal testing should be performed after consideration to replace animals, to reduce the numbers of animals used, or to refine procedures to minimize distress.

#### **4. Fraud, Waste and Abuse**

Suppliers shall fully cooperate with, and assist, Adaptive with any investigations into allegations of fraud, waste, and/or abuse. Suppliers are prohibited from retaliating against any whistleblowers who may come forward in these investigations.

#### **5. Conflict of Interest**

Suppliers shall disclose to Adaptive any situation that could constitute a conflict of interest, including but not limited to, any of Suppliers employees having a financial interest in Adaptive or any of Adaptive's employees having a financial interest in any of Suppliers businesses.

#### **6. Privacy**

Suppliers' information systems that contain Adaptive's data or confidential information shall be appropriately managed and protected against unauthorized access, use, disclosure, modification, or destruction. Suppliers shall only collect Adaptive's data for legitimate business purposes and disclose to individuals or organizations permitted to have access. Any data collected by Suppliers shall be used in accordance with all applicable laws, including but not limited to, all applicable notification obligations and data subject rights. Adaptive's data

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shall be protected in accordance with all applicable security requirements and Suppliers must obligate any third parties with access to this information to protect it to same extent.

### **Labor**

Suppliers shall be committed to uphold the human rights of workers and treat them with dignity and respect. Suppliers are expected to adhere to the following requirements.

#### **1. Freely Chosen Employment**

Suppliers shall not use forced, bonded, or indentured labor or involuntary prison labor. Practices such as withholding personal property, passports, wages, training certificates, work or any other document for inappropriate reasons are not acceptable.

#### **2. Child Labor and Young Workers**

Suppliers shall not use child labor. The employment of young workers under the age of 18 shall only occur in non-hazardous work and when young workers are above a country's legal age for employment, or the age established for completing compulsory education.

#### **3. Non-Discrimination**

Suppliers shall provide a workplace free of sexual harassment and discrimination. Discrimination for reasons such as color, age, gender, sexual orientation, ethnicity, disability, religion, political affiliation, union membership or marital status is not tolerated.

#### **4. Fair Treatment**

Suppliers shall provide a workplace free of harsh and inhumane treatment or the threat of such treatment. This includes any sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or verbal abuse of workers.

#### **5. Wages, Benefits and Working Hours**

Suppliers shall pay workers according to applicable wage 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. Suppliers are also expected to communicate with the worker whether overtime is required and the wages to be paid for such overtime.

#### **6. Freedom of Association**

Suppliers shall encourage open communication and direct engagement with workers to resolve workplace and compensation issues. Suppliers shall respect the rights of workers, as

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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 & Safety**

Suppliers shall provide a safe and healthy working environment, including for any company provided living quarters. Suppliers shall comply with all applicable workplace safety laws and regulations, including:

#### **1. Worker Protection**

Suppliers shall protect workers from over exposure to chemical, biological, physical hazards and physically demanding tasks in the workplace and in any company provided living quarters.

#### **2. Process Safety**

Suppliers shall have programs in place to prevent or mitigate catastrophic releases of chemicals.

#### **3. Emergency Preparedness and Response**

Suppliers shall identify and assess emergency situations in the workplace and any company provided living quarters, and to minimize their impact by implementing emergency plans and response procedures.

#### **4. Hazard Information**

Suppliers shall educate, train, and protect workers about hazardous materials, including pharmaceutical compounds and pharmaceutical intermediate materials, to protect workers from hazards.

### **Environment**

Suppliers shall operate in an environmentally responsible and efficient manner to minimize adverse impacts on the environment. Suppliers are encouraged to conserve energy and natural resources, to avoid the use of hazardous materials where possible, and to engage in activities that reuse and recycle materials. Suppliers are expected to adhere to the following requirements:

#### **1. Environmental Authorizations**

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Suppliers shall comply with all applicable environmental regulations. All required environmental permits, licenses, information registrations and restrictions shall be obtained, and their operational and reporting requirements followed.

### **2. Waste and Emissions**

Suppliers shall 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.

### **3. Spills and Releases**

Suppliers shall have systems in place to prevent and mitigate accidental spills and releases of fuels, raw materials, chemicals, intermediates, products, and other hazardous materials to the environment.

## **Management Systems**

Suppliers shall use management systems to facilitate continual improvement and compliance with the expectations of these principles. Suppliers are expected to adhere to the following requirements:

### **1. Commitment and Accountability**

Suppliers shall demonstrate commitment to the concepts described in this document by allocating appropriate resources.

### **2. Legal and Customer Requirements**

Suppliers shall identify and comply with applicable laws, regulations, standards, and relevant customer requirements. In the event that there is an overarching agreement between the Supplier and Adaptive, the applicable law requirements in that agreement will govern.

### **3. Risk Management**

Suppliers shall have mechanisms to determine and manage risks in all areas addressed by this document, and all other agreements between the Supplier and Adaptive, if applicable.

### **4. Documentation**

Suppliers shall maintain documentation necessary to demonstrate conformance with these expectations and compliance with applicable regulations.

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### **5. Training and Competency**

Suppliers shall have a training program that achieves an appropriate level of knowledge, skills and abilities in management, and workers to address these expectations.

### **6. 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.

Supplier must report to Adaptive any violation of this Code of Conduct within two (2) business days from the date of which they were made aware of the violation.