

Bioventus Employee Handbook Germany

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1 Introduction

Dear Bioventus Colleagues,

The vision of Bioventus is to be a global leader in Orthobiologics and a key component of achieving this success is having and developing talented employees. To support our vision and your success, we are continuing to invest in developing tools and processes to facilitate your growth and development as well as the success of Bioventus.

The purpose of the Employee Handbook is to provide a useful source of information, providing guidelines about the rules, regulations and conditions of employment with Bioventus. It is not exhaustive and does not cover every aspect of working life within Bioventus.

While this Employee Handbook will apply to your employment with Bioventus, your actual terms and conditions of employment are as outlined in your Employment Agreement and may differ from those outlined in this Employee Handbook. Where there is an inconsistency between your Employment Agreement and this Employee Handbook, your Employment Agreement will apply.

The Employee Handbook includes those rules and regulations, which are necessary to ensure the efficient conduct of the Bioventus business and help you be more successful.

Vision and mission

Our vision is to be the global leader in Orthobiologics.

Our mission is to partner with the health care community to help people resume and enjoy active lives.

Company values – A Performance Culture

Acting with Integrity:

In all interactions – with customers, stakeholders and each other – we will adhere to ethical principles. We are trustworthy, respectful, honest and take personal accountability for our decisions and actions.

Focusing on Customers:

We listen to our customers – physicians, payers and patients – and apply this knowledge in everything we do. This drives our product innovation and company direction.

Competing to Win:

We function as a cohesive team, focused on success. Driven by energy, passion and an entrepreneurial spirit, we are not afraid to take risks or face challenges

Definitions

Bioventus means Bioventus Germany GmbH.;

Employee means an employee of Bioventus working in Germany;

Employee Handbook means this Employee Handbook;

Employer means Bioventus Germany GmbH.;

Employment Agreement employee's employment contract with employer stating terms and conditions of employment;

Personal Data means data relating to a living individual who can be identified either from that data alone, or from that data and other information, which is held or likely to come into possession of the data controller;

Bionet is the Bioventus intranet to be accessed via the www.bioventusglobal.com/bionet with the same log on details as for the company computer.

Homeworking means employees home as the main place of work.

2 Working hours, Performance and Compensation

2.1 Working Hours and Overtime

In order to offer excellent service and in view of the international nature of Bioventus, optimal availability is very important. This means that a flexible attitude is required from all Employees in the organisation with regard to start/end times, working additional hours and the timing of lunch breaks.

The standard working hours for a full time position amount to 40 hours per week exclusive of a 60- minute lunch break. Overtime will not be paid in addition to base salary as payment for additional hours is taken into account when determining your annual salary. The normal office opening hours are from 08:00 till 18:00, Monday to Friday. Actual start/finish times will be agreed with your line manager.

2.2 Performance Review

Performance standards provide the basis for achieving quality results. Employees and their managers share responsibility for establishing and agreeing objectives, and working towards them throughout the year. Bioventus measures performance against agreed personal/functional objectives ('What') as well as the way in which Employees behave ('How') aligned to the values set out above. Reviews are held at mid-year and the end of each year.

2.3 Salary Review

Salaries are reviewed on an annual basis and are influenced by the performance review process, by the external market and other data. This review process does not necessarily mean an adjustment will be made. Any increase to salary is effective 1 April.

Sales Employees are eligible to participate in the Sales Bonus Scheme. Full details are provided in the Plan roles. The operation of the Scheme is entirely at the discretion of the Company and may be withdrawn, with or without replacement, amended or varied at any time. Participation in any discretionary bonus scheme or receipt of a discretionary bonus payment in one year creates neither the right nor expectation of any bonus in any subsequent year.

In the event that at the scheduled date for payment of a discretionary bonus an Employee's contract has terminated (whether by reason of resignation or dismissal and whether in breach of Employment Agreement or otherwise) or the Employee is under notice of termination of employment (whether such notice is given by the individual or the Company) the Employee will have no entitlement to any bonus.

Participation in the year of the employment commencing will be pro-rata based on completed months of service.

3 Health, Safety and Working Environment

3.1 Hazard and Safety Risks International HQ

Employees are responsible for their own health and safety in the workplace. It is the Employee's obligation to report any potential health or safety hazard at work including reporting infectious or other diseases, accidents or injuries, which may be associated with the workplace. As necessary, preventative action can be taken as soon as possible and a report has to be made to the appropriate authority.

Examples are as follows:

- fire risks e.g. accumulation of combustible waste, obstruction (or locking) of fire doors, corridors or escape staircases, smoking in no smoking areas;
- electrical problems, e.g. worn cables, loose connections, multiple connections to power sockets, faulty wiring or trailing cables;
- defective furniture or equipment, e.g. jagged edges, splintering or unstable/unsuitable positioning;
- defective flooring, e.g. worn or frayed carpets, or uneven or slippery surfaces;
- unsuitable loading and stacking;
- broken glass; and
- carelessness by an Employee/other person on the premises e.g. trying to repair equipment without proper training.

It is also the Employee's responsibility to ensure that all accidents, no matter how minor, must be reported to HR.

It is Bioventus policy to have a health and safety procedure available at every front desk in a Bioventus office. Upon visiting a Bioventus office contact your host to provide you with the relevant health and safety documents.

3.2 Hazard and Safety Risks Home Based

For Employees who are not based in a Bioventus office, it is important that the necessary and appropriate steps are taken if a need arises for immediate care in response to sudden illness or injury whilst at work or performing work activities. Employees must alert HR and their line manager if a situation like this arises.

3.3 No Smoking Policy

In an effort to provide a comfortable working environment for all employees and in line with anti-smoking laws, there is a no smoking policy throughout the Bioventus office and the office complex where Bioventus is located. Employees may smoke outside the buildings in designated areas, which are determined by the managing agents of the Bioventus office. Bioventus expects that employees should take no more than two five minute breaks per day for smoking breaks in addition to their lunch break.

3.4 Drug Free Policy

The use, possession and/or distribution of illegal drugs and controlled substances either in the workplace or whilst engaged in Bioventus business is strictly prohibited.

3.5 Dress Code

Employees are expected to dress appropriately for their role and are expected to be aware that during working hours they are a representative of the Company and therefore are expected to look professional at all times. It is the responsibility of line managers and Employees to insure that appropriate standards



are maintained, examples of inappropriate business dress includes but is not limited to ripped jeans, flip flops, trainers and revealing clothing.

4 Employee Relations and Standards of Conduct

4.1 Equal Opportunities Policy

Bioventus is committed to promoting equality of opportunity for all Employees and job applicants. Bioventus aims to create a working environment in which all Employees are able to make best use of their skills, free from discrimination or harassment, and in which all decisions are based on merit.

Bioventus does not discriminate against Employees based on age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation (the **Protected Characteristics**).

The principles of non-discrimination and equality of opportunity also apply to the way in which Employees treat visitors, clients, customers, suppliers and former employees.

All Employees have a duty to act in accordance with the Equal Opportunities Policy and treat colleagues with dignity at all times, and not to discriminate against or harass other members of staff, regardless of their status.

4.2 Scope and Purpose of the Equal Opportunities Policy

The Equal Opportunities Policy applies to all aspects of the relationship between Bioventus and the Employees and also relations between all levels of Employees. This includes job advertisements, recruitment and selection, training and development, opportunities for promotion, conditions of service, pay and benefits, conduct at work, disciplinary and grievance procedures, and termination of employment.

4.1 Forms of Discrimination

Discrimination by or against an Employee is generally prohibited unless there is a specific legal exemption. Discrimination may be direct or indirect and it may occur intentionally or unintentionally.

Direct discrimination occurs where someone is treated less favourably because of one or more of the Protected Characteristics. For example, rejecting an applicant for a job on the grounds of their race because they would not "fit in" would be direct discrimination.

Indirect discrimination occurs where someone is disadvantaged by an unjustified provision, criterion or practice that also puts other people with the same Protected Characteristic at a particular disadvantage. For example, a requirement to work full time puts women at a particular disadvantage because they generally have greater childcare commitments than men. Such a requirement will need to be objectively justified.

In particular, Bioventus aims to ensure that no job applicant suffers discrimination because of any of the Protected Characteristics. Bioventus' recruitment procedures including but not limited to job selection criteria aim to ensure that individuals are treated on the basis of their relevant merits and abilities.

Harassment related to any of the Protected Characteristics is prohibited. Harassment is unwanted conduct that has the purpose or effect of violating someone's dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. Harassment is dealt with further in the Anti-harassment and Bullying Policy (see below).

Victimisation is also prohibited. This is less favourable treatment of someone who has complained to or given information to Bioventus about discrimination or harassment, or supported someone else's complaint.

4.2 Breaches of the Equal Opportunities Policy

If an Employee believes that they may have been discriminated against, that Employee is encouraged to raise the matter through the Grievance Procedure (see below). If the Employee believes that they may have been subject to harassment, the Employee is encouraged to raise the matter through the Anti-harassment and Bullying Policy (see below).

Allegations regarding potential breaches of the Equal Opportunities Policy will be treated in confidence and investigated in accordance with the relevant procedure. Employees who make such allegations in good faith will not be victimised or treated less favourably as a result. False allegations which are found to have been made in bad faith will, however, be dealt with under our Disciplinary Procedure (see below).

Any Employee who is found to have committed an act of discrimination or harassment will be subject to disciplinary action. Such behaviour may constitute gross misconduct and, as such, may result in summary dismissal. Bioventus will take a strict approach to serious breaches of the Equal Opportunities Policy.

5 Anti-Harassment and Bullying Policy

The purpose of the Anti-harassment and Bullying Policy is to ensure that all Employees are treated and treat others with dignity and respect, free from harassment and bullying. All Employees should take the time to ensure they understand what types of behaviour are unacceptable under this policy.

The Anti-harassment and Bullying Policy covers harassment or bullying which occurs both within and outside the scope of Employees' day to day work activities (for example, business trips, events or work-related social functions). The Anti-harassment and Bullying Policy covers bullying and harassment by Employees and also by third parties such as customers, suppliers or visitors to the Company premises.

Employees must treat colleagues and others with dignity and respect, and should always consider whether their words or conduct could be offensive. Even unintentional harassment or bullying is unacceptable.

Bioventus will take allegations of harassment or bullying seriously and address them promptly and confidentially where possible. Harassment or bullying by an Employee will be treated as misconduct under our Disciplinary Procedure (see below). In some cases, it may amount to gross misconduct leading to summary dismissal.

5.1 What is Harassment?

Harassment is any unwanted physical, verbal or non-verbal conduct which has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. A single incident can amount to harassment.

It also includes treating someone less favourably because they have submitted or refused to submit to such behaviour in the past.

Unlawful harassment may involve conduct of a sexual nature (sexual harassment), or it may be related to a Protected Characteristic (as defined in the Equal Opportunities Policy, above). Harassment is unacceptable even if it does not fall within any of these categories.

Harassment may include, for example:

- a) unwanted physical conduct or "horseplay", including touching, pinching, pushing, grabbing, brushing past someone, invading their personal space, and more serious forms of physical or sexual assault;
- b) unwelcome sexual advances or suggestive behavior (which the harasser may perceive as harmless), and suggestions that sexual favors may further a career or that a refusal may hinder it;
- c) continued suggestions for social activity after it has been made clear that such suggestions are unwelcome;
- d) sending or displaying material that is pornographic or that some people may find offensive (including e-mails, text messages, video clips and images sent by mobile phone or posted on the internet);
- e) offensive or intimidating comments or gestures, or insensitive jokes or pranks;
- f) mocking, mimicking or belittling a person's disability;
- g) racist, sexist, homophobic or ageist jokes, or derogatory or stereotypical remarks about a particular ethnic or religious group or gender;
- h) outing or threatening to out someone as gay or lesbian; or
- i) ignoring or shunning someone, for example, by deliberately excluding them from a conversation or a workplace social activity.

A person may be harassed even if they were not the intended “target”. For example, a person may be harassed by racist jokes about a different ethnic group if they create an offensive environment for him.

5.2 What is Bullying?

Bullying is offensive, intimidating, malicious or insulting behaviour involving the misuse of power that can make a person feel vulnerable, upset, humiliated, undermined or threatened. Power does not always mean being in a position of authority, but can include both personal strength and the power to coerce through fear or intimidation.

Bullying can take the form of physical, verbal and non-verbal conduct. Bullying may include, by way of example:

- a) shouting at, being sarcastic towards, ridiculing or demeaning others;
- b) physical or psychological threats;
- c) overbearing and intimidating levels of supervision;
- d) inappropriate and/or derogatory remarks about someone's performance;
- e) abuse of authority or power by those in positions of seniority; or
- f) deliberately excluding someone from meetings or communications without good reason.

Legitimate, reasonable and constructive criticism of a worker's performance or behavior, or reasonable instructions given to workers in the course of their employment, will not amount to bullying on their own.

Employees should disclose any instances of harassment or bullying of which they become aware to their line manager or HR.

5.3 Informal Steps

If an Employee is being bullied or harassed, the Employee should initially consider raising the problem informally with the person responsible, if they feel able. The Employee should explain clearly to them that their behaviour is not welcome or makes the Employee uncomfortable. If this is too difficult or embarrassing, the Employee should speak to HR, who can provide confidential advice and assistance in resolving the issue formally or informally.

If the Employee is not certain whether an incident or series of incidents amount to bullying or harassment, the Employee should initially contact HR informally for confidential advice.

If informal steps have not been successful or are not possible or appropriate the Employee should follow the formal procedure set out below.

5.4 Raising a Formal Complaint

If the Employee wishes to make a formal complaint about bullying or harassment, the Employee should submit it in writing to HR, whose role is to achieve a solution wherever possible and to respect the confidentiality of all concerned. If the matter concerns that person, the Employee should refer it to their line manager.

The Employee's written complaint should set out full details of the conduct in question, including the name of the harasser or bully, the nature of the harassment or bullying, the date(s) and time(s) at which it occurred, the names of any witnesses and any action that has been taken so far to attempt to stop it from occurring.

As a general principle, the decision whether to progress a complaint is up to the Employee. However, Bioventus has a duty to protect all Employees and may pursue the matter independently if, in all the circumstances, it considers it appropriate to do so.

5.5 Formal Investigations

Bioventus will investigate complaints in a timely and confidential manner. Individuals not involved in the complaint or the investigation should not be told about it. The investigation will be conducted by someone with appropriate experience and - where possible - no prior involvement in the complaint. The investigation should be thorough, impartial and objective, and carried out with sensitivity and due respect for the rights of all parties concerned.

A meeting will be arranged with the Employee within a reasonable period of receiving a complaint so that the Employee can give their account of events. The Employee has the right to be accompanied by a colleague of their choice, who must respect the confidentiality of the investigation. The Employee will be given a provisional timetable for the investigation. The investigator will arrange further meetings with the Employee as appropriate throughout the investigation.

Where the complaint is about an Employee, Bioventus may consider suspending them on full pay or making other temporary changes to working arrangements pending the outcome of the investigation, if circumstances require. The investigator will also meet with the alleged harasser or bully to hear their account of events. The harasser or bully has a right to be told the details of the allegations against them, so that they can respond.

Where a complaint is about someone other than an Employee, such as a contractor, customer, service user or supplier, Bioventus will consider what action may be appropriate to protect the Employee and anyone involved pending the outcome of the investigation, bearing in mind the reasonable needs of the business and the rights of that person. Where appropriate, Bioventus will attempt to discuss the matter with the third party.

Bioventus will also seriously consider any request that is made for changes to Employees' own working arrangements during the investigation. For example, an Employee may ask for changes to their duties or working hours so as to avoid or minimise contact with the alleged harasser or bully.

It may be necessary to interview witnesses to any of the incidents mentioned in a complaint. If so, the importance of confidentiality will be emphasised to them.

At the end of the investigation, the investigator will submit a report to a senior manager nominated to consider the complaint. The senior manager will arrange a meeting with the relevant Employee within a reasonable period following receipt of the report in order to discuss the outcome and what action, if any, should be taken. The relevant Employee has the right to bring a colleague or a trade union representative to the meeting. A copy of the report and the findings will be given to the Employee and to the alleged harasser.

5.6 Action Following the Investigation

If the relevant senior manager considers that harassment or bullying has occurred, prompt action will be taken to address it.

Where the harasser or bully is an Employee the matter will be dealt with as a case of possible misconduct or gross misconduct under the Disciplinary Procedure (see below).

Where the harasser or bully is a third party, appropriate action might include putting up signs setting out acceptable and unacceptable behaviour; speaking or writing to the person and/or their superior about their behaviour; or, in very serious cases, terminating a contract with them.

Whether or not the complaint is upheld, Bioventus will consider how best to manage the ongoing working relationship between the relevant Employee and the alleged harasser or bully. It may be appropriate to arrange some form of mediation and/or counselling, or to change the duties, working location or reporting lines of one or both parties.

Any Employee who deliberately provides false information or otherwise acts in bad faith as part of an investigation may be subject to action under the Disciplinary Procedure (see below).

5.7 Appeals

If an Employee is not satisfied with the outcome an appeal may be submitted in writing to HR, stating the full grounds of the appeal, within one week of the date on which the decision was sent or given to the Employee.

Bioventus will hold an appeal meeting, normally within one week of receiving the written appeal. This will be dealt with impartially by a more senior manager who has not previously been involved in the case (although they may ask anyone previously involved to be present). The relevant Employee may bring a colleague or trade union representative to the meeting.

Bioventus will confirm the final decision in writing, within a reasonable period following the appeal hearing. This is the end of the procedure and there is no further appeal.

5.8 Protection and Support for those Involved

Employees who make complaints or who participate in good faith in any investigation conducted under this policy must not suffer any form of retaliation or victimisation as a result.

If an Employee believes they have suffered any such treatment the Employee should inform their line manager and/or HR. If the matter is not remedied the Employee should raise it formally using the Grievance Procedure (see below) or this procedure if appropriate.

Anyone found to have retaliated against or victimised someone for making a complaint or assisting in good faith with an investigation under this procedure will be subject to disciplinary action under our Disciplinary Procedure.

6 Capability Policy and Procedure

The Company aims to provide a formal method for handling situations where a lack of capability becomes apparent when undertaking duties and where there is no question of a deliberate failure or refusal on the Employee's part to perform at the required standard or attend work as regularly as required. This policy is designed to support Employees to try to reach the required level of performance or attendance. Poor performance or absence, which is due to negligence, lack of care or other misbehavior, should be dealt with as a disciplinary matter under the Disciplinary Policy and Procedure.

The Company is committed to providing Employees with appropriate training, supervision and support to enable them to meet Company objectives. Where Employees experience problems in attaining the appropriate standards the Company will endeavor to support them in order for them to reach the required standard.

The capability procedure works in parallel with the disciplinary procedure. Clearly, it is not always appropriate to label incapability, absence and poor job performance as misconduct warranting disciplinary action though it may be so sometimes. This is a matter for the Company's discretion although the key distinction between capability and conduct is generally whether the Employee is trying their best or not. Nonetheless, the Company needs to be able to address performance inadequacy and/or absence and deal with it effectively.

If the Employee believes that poor performance is due to specific problems they have, for example, alcohol abuse, harassment or bullying then it is the responsibility of the Employee to ensure that the Company is aware so that it can be considered and (if appropriate) action taken under the relevant policy.

This policy applies equally to all Employees except those subject to a probationary period. However, the Company reserves the right not to follow all or part of the procedure for Employees with less than six months' service.

This policy provides guidelines only and (unless expressly stated otherwise) is not contractual nor does it confer any legal rights on Employees. The Company reserves the right to adapt and amend the process according to the circumstances of the capability issue.

6.1 Aims

The aims of the Policy are to:

- a) identify constructive action which may be taken to improve performance/attendance;
- b) through such constructive action, enable Employees to achieve and maintain a standard of work or attendance that is acceptable to the Company;
- c) follow a consistent and fair procedure to bring about a positive change. If there is no improvement in the Employee's performance and attendance after a period of support and training, then the Employee may ultimately be dismissed.

What is and is not an acceptable standard of performance is not fixed. As the Company evolves and develops and faces increased competition globally, the expectations and demands placed on Employees and their roles must also evolve and develop. Performance which may once have been regarded as acceptable will not therefore always remain acceptable. Both the Company and Employees are therefore subject to constantly changing demands and requirements to improve and develop.

6.2 Employees with Less than 6 months' Continuous Service

An Employee with less than six months' service will normally be informed in writing if their performance or attendance fails to meet the Company's required standards and normally be invited to attend a meeting to discuss the reasons for the poor performance/attendance.

The Employee must take all reasonable steps to attend the meeting. At the meeting, they will be given a full opportunity to comment on the reasons for the poor performance or attendance and to put forward any defense or arguments to explain it.

After the hearing, the Employee may be dismissed on notice or payment in lieu of notice, or some lesser sanction imposed, including demotion or suspension without pay for up to one week. The Company has the contractual right under this policy to suspend an Employee without pay for up to one week if there is shown to be poor performance.

The Employee will receive notification of the Company's decision in writing.

If the Employee has been dismissed or has been suspended or demoted, they have the right to appeal in accordance with the procedures set out below.

The Employee is entitled to be accompanied at any hearing or appeal hearing in accordance with the provisions below.

6.3 Employees with Over 6 Months' Continuous Service

There are two stages the Company may choose to follow:

6.3.1 Stage One- Investigation and Counseling

If the Company considers that the Employee's performance is substandard, the Employee will be notified in writing of the concerns/complaints and invited to attend an initial meeting with their line manager (the reviewer) to try to establish the reason. The Employee will be given the opportunity to respond to the complaints or concerns about their performance.

Should the interview establish that the Employee's poor performance is due to a lack of relevant skills then where reasonable and appropriate, the Company will offer help to obtain the necessary skills through training and supervision. The Employee will then be given such time as the Company considers appropriate to reach the required standard of performance;

Where the Employee's poor performance results from an acknowledged lack of support, equipment or necessary facilities the Company will seek to address this by providing, where reasonable, appropriate assistance. The Employee will then be given such time as the Company considers appropriate to reach the required standard of performance.

In the case of both the provision of training and equipment and facilities, although the Company will seek to address this, the responsibility lies on the Employee to ensure that this happens. Accordingly, it is not an acceptable response for the Employee just to leave it to the Company to provide this. The Employee must be pro-active about ensuring that this is provided and must notify their line manager and HR if agreed actions have not been implemented.

If the Employee feels that necessary supervision or support is not forthcoming, they must notify HR of their concerns so that this can be addressed.

6.3.2 Stage Two - Formal Performance Management Procedure

The Company will take steps to deal with the matter by way of formal warnings where:

It is believed that the Employee's poor performance does not arise from any of the reasons stated above or the absence is persistent, and/or the Company has taken appropriate steps to assist the Employee to improve poor performance or attendance and the Employee has not improved to the required standard within the specified time-scale.

The Employee will be informed in writing of the concerns/complaints about the poor performance or attendance and will be invited to attend a meeting to discuss this with the reviewer. Unless already established to the Company's satisfaction at an earlier stage, the reviewer will seek to identify the cause(s) of the poor performance or attendance and determine what, if any remedial treatment or assistance can be offered. The Employee will be given the opportunity to respond to the Company's concerns/complaints.

If at the conclusion of the meeting the reviewer believes that there is a shortfall in the Employee's performance or attendance which requires further attention, then the Employee will be issued with a formal warning. Formal warnings will usually set out:

- a) the nature of the poor performance or absence that is causing concern;
- b) the level of improvement required and (if practicable) how it will be measured;
- c) the time limit for achieving the required improvement;
- d) any interim review meetings to be held during the currency of the warning; any training, equipment, facilities, supervision or support that the Company will provide to assist the Employee to improve the performance. It remains the Employee's responsibility to ensure that they receive this;
- e) what may happen if the Employee fails to achieve or maintain the required standard of improvement; and how long the warning will remain active.

6.4 Formal Warnings

There are four options the Company may choose to give as a formal warning:

6.4.1 Verbal Warning

If the Company considers that the Employee needs to improve their performance or attendance, a verbal warning will be issued. A note of this will be placed on the Employee's file.

6.4.2 Written Warning

If the Employee's performance or attendance warrants it, or if there is no improvement, or insufficient improvement, or the improvement in performance or attendance is not maintained, the Employee will be invited to a further review meeting. In the absence of a satisfactory explanation, the Company may issue a written warning.

6.4.3 Final Written Warning

If the Employee's performance or attendance warrants it, or if there is no improvement, or insufficient improvement, or the improvement in performance or attendance is not maintained, the Employee will be invited to a further review meeting. In the absence of a satisfactory explanation, the Company may issue a final written warning.

6.4.4 Dismissal

If the Employee's performance warrants it, for example because the error that the Employee is alleged to have committed is due to negligence and the actual or potential consequences of that error are or could be extremely serious, a prior warning may not be appropriate. In those circumstances the Employee will be invited to a review meeting and in the absence of a satisfactory explanation the Company may dismiss the Employee without notice; or if there is no improvement, or insufficient improvement, or the improvement in performance or attendance is not maintained during the currency of the final written warning, the Employee will be invited to a further review meeting. In the absence of a satisfactory explanation the Company may dismiss the Employee with notice.

Except in cases of gross negligence, the Company will give consideration whether to move an under-performing Employee to an alternative position/work as an alternative to dismissal.

6.5 General

The Company reserves the right to implement the procedure at any stage should the outcome of the initial review meeting suggest that the performance failing or attendance warrants it, or should it be obvious that the conditions in Stage Two are met. The verbal warning may be dispensed with where the Company thinks it appropriate having regard to other steps taken to make the Employee aware of the problem and/or the perceived likelihood of effective corrective action against him/her.

6.6 Duration of Warnings

A verbal warning will usually remain in force for a period of six months from the date on which it was given and a written warning will usually remain in force for a period of twelve months unless stated otherwise. In exceptional cases, a final written warning may remain in force for a longer period and the Employee will be notified of this at the outcome of the performance management process. Warnings may be retained on the Employee's file beyond these periods in some circumstances, for example where it remains relevant to other decisions relating to the employee, e.g. pay, promotion etc.

The duration of any warning will be automatically extended by the amount of time that an Employee may be absent from work for any reason including without limitation, sickness, maternity or any other form of parental leave and so on.

6.7 Attendance at Hearings

The Employee must make all reasonable efforts to attend any meeting. If the Employee fails to attend, the Company may proceed with the meeting in their absence.

6.8 Representation

If the Employee is asked to attend a hearing in accordance with this procedure, they have a statutory right to be accompanied by a fellow work colleague or trade union representative if applicable of his/her choice. The Employee must make a written or verbal request to be accompanied. The request must be made to HR.

The Company will arrange a date for the hearing to take place. If the Employee's chosen representative cannot attend on the date proposed, the Employee can propose an alternative time and date so long as it is reasonable and falls before the end of the period of five working days after the date proposed by the Company.

The Employee's chosen representative will be able to address the hearing and confer with the Employee, but cannot answer questions on the Employee's behalf.

If the Employee does not comply with this procedure, they may lose their right to be accompanied by the chosen representative.

The Employee will not have the right to be accompanied by the chosen representative if the performance or absence problem is dealt with only under Stage One of this procedure.

6.9 Appeals

If the Employee wishes to appeal against a formal warning, then they should follow the procedure set out below.

Any appeal should be lodged in writing within seven days of the decision complained about. The letter should indicate the full grounds upon which the appeal is made.

The Employee's chosen representative may also accompany them and the provisions above relating to representation apply.

The conduct of the appeal shall be a matter for the appeal manager who may interview such witnesses and consider such documents that is deemed appropriate. The manager may also adjourn the appeal to conduct any further enquiries deemed necessary.

The appeal manager on hearing the appeal, may:

- a) confirm the action taken; or
- b) uphold the appeal and set aside the original action; or
- c) substitute an alternative form of action or penalty (whether more or less severe) if they think it appropriate to do so.

The Employee must make all reasonable efforts to attend the appeal hearing. If the Employee fails to attend, the Company may proceed with the hearing regardless.

The decision made at the appeal will be final and there is no further right to appeal.

6.10 Responsibilities of the Employee

It is the responsibility of the Employee to:

- a) achieve a required standard of performance or attendance with commitment and motivation;
- b) seek assistance if there are difficulties in achieving the required standard;
- c) cooperate with line managers in attempting to achieve the required standards;
- d) participate in discussions around the problems;
- e) undertake all coaching and training agreed;
- f) take reasonable steps to maintain and improve their talents and skills.

6.11 Records

It is important that managers keep records of the employee's performance, the monitoring arrangements and details of the meetings held throughout this period.

6.12 Confidentiality

The contents of interviews under this procedure will remain confidential and will be kept in accordance with the Data Protection Act 1998. This allows an Employee access to certain data at their request.

6.13 Sickness during Capability Procedure

If an Employee goes off sick at any time whilst they are subject to the application of the Capability process, then the Employee is not entitled to receive Company sick pay. The Company may in the circumstances withhold Company sick pay in its absolute discretion until the capability process is completed and the Employee has reached the required standard of performance.

This section of the capability policy and procedure forms part of Employees' terms and conditions of employment.

6.14 Employees with Disabilities

If an Employee is not achieving the required standards of work or attendance due to poor performance/ lack of capability because of a disability, the Company must identify any reasonable adjustments that can be made. This should be done in full consultation with the Employee and Occupational Health and any other appropriate bodies. Advice should always be sought from HR when an Employee is believed to be disabled.

A disabled person is someone who has a long term physical or mental impairment, which has a substantial adverse impact on their ability to carry out normal day to day activities. If there is doubt as to whether an Employee potentially is classed as disabled, further guidance should be sought from HR.

The Company should consider what reasonable adjustments it can make to accommodate the person's disability so as to allow them to meet an acceptable level of performance or attendance.

The following considerations must be made:

- the extent to which the adjustment would prevent the effect in question
- the extent to which it is practicable for the Company to take the step
- the financial and other costs which would be incurred by the Company in taking the step and the extent to which taking it would disrupt any of his activities
- the extent of the Company's financial and other resources
- the availability to the Company of financial or other assistance with respect to the adjustment

7 Non-Disclosure

7.1 Confidentiality

Employees are required to treat confidentially all written and oral information concerning Bioventus, affiliated companies, the business, clients and business relations, including but not limited to; trade processes, operational procedures and technology, marketing strategy, financing, accounting policies and business contacts regardless of whether such information includes any references to its being of a confidential nature or to its ownership and regardless of how the employee became aware of the information, and employees shall not use this information for any purpose other than in connection with the proper performance of their duties in relation to their employment with Bioventus.

Employees are required to take reasonable precautions to safeguard the confidentiality of documents, correspondence or their copies that he/she has in their possession in connection with the work for Bioventus and/or affiliated companies and/or for clients and business connections outside the offices.

8 Illness

8.1 Procedure

In the event of absence due to illness, it is important that you call to your line manager before the shift starts but no later than 9:00 AM of your first day of illness that you will not be attending work. The manager will let HR know that the employee is sick. In case the manager is not reachable, the employee reports the sickness to HR also by phone. It might happen that the employee cannot get a hold on the manager or HR, when this happens, keep on trying so that the sickness is reported before 10:00 AM. When you call in sick by email or SMS, the sick leave shall not be granted.

When reporting sick, the employee should at least inform the employer about the following:

- Estimated date of return to work;
- Telephone number and (nursing) address
- The tasks with high priority that have to be finished while the employee is on sick leave.
- Whether the sickness is work related
- Whether it is related to an occupational injury

If you are unable to speak to your line manager or HR e.g. because you are in hospital, you should ensure that a family member or friend contacts your line manager or HR on your behalf. Line managers are required to inform HR of any illness immediately and ongoing.

If the illness continues for more than three days, a medical certificate has to be provided to the line manager and HR. Failure to comply with Bioventus' sickness notification and evidencing requirements may lead to sick pay being withheld and disciplinary action being taken against the Employee.

The employee and his/her manager can make an agreement on the times that the employee has to be available during the sick leave. Line managers will discuss the illness with the Employee, seek to understand the expected date of recovery, and ascertain the consequences of the illness to the Employee's work. In case the employee does not make a request, the times stated below are applicable.

During the entire sick leave, the employee has to be reachable between 10:00 AM and 12:00 PM on the reported phone number and address in order to have contact with their line manager.

If the employee is not available between the above stated hours e.g. because of a doctor's appointment, the employee should let his/her manager know.

Change of (temporary) residence has to be reported to HR within 24 hours.

If an Employee is unable to work due to illness the Employee will be to payment for any absence from work due to illness in accordance with the "Krankengeld". All payment of sick pay is discretionary. Enhanced sick pay entitlements are as follows:

- Bioventus will pay the first six weeks at 100%
- German health insurance will pay up to 78 weeks within 3 years at 70%

If in the event of illness/incapacity to work the Employee does not comply with the procedures and applicable arrangements, or does not cooperate in their recovery or re-integration, this can lead to disciplinary action, such as suspension of salary payments or even dismissal.

For further information, please refer to the Sick Leave Policy Germany.

8.2 Accrued Holiday during Illness

An Employee who is absent from work due to illness will accrue the same number of statutory holidays as if they were not absent from work. An Employee who is absent from work due to illness will not accrue the holidays above the statutory minimum.

If an Employee is absent from work due to illness but wishes to use some of their holiday allowance, they should ask permission from their line manager and HR. If permission is granted, these days will be counted as holidays.

8.3 Occupational Health

Occupational Health is a broad term and can encompass a range of activities including risk prevention, wellness promotion and attendance management, through to rehabilitation of employees back into the workplace following illness or accident. The role of the Occupational Health Service is to help maintain the health and fitness of employees from when they join the firm through all stages of employment until they exit the business. As Bioventus wishes to provide this support to all its employees a collaboration with professional occupational health provider BCerta has been started.

9 Holiday and Leave

9.1 Holidays

In Germany full-time Employees are entitled to 30 days' paid holiday per year plus 9 bank holidays. Part time employees will be entitled to pro rata holidays. Holiday entitlement for Employees joining part way through a year will be pro-rata from the date of joining.

The holiday year runs from 1 January until 31 December. Holidays are accrued on a monthly basis. In the respective holiday years in which an Employee's employment commences or terminates, entitlement to holiday shall accrue on a pro-rata basis for each complete month of service during the relevant holiday year. If the Employee does not work on a full-time basis, holiday rights shall be awarded pro-rata to the amount of days worked.

The start and end dates of holidays will be decided in joint consultation with, and after formal approval of, the Employee's line manager. Both line manager and Employee will endeavour to ensure that holidays are taken in the year in which they are accrued.

All holiday should be taken in the year in which it accrues, otherwise it will lapse. However, in instances where holiday requests have been rejected due to business reasons, at the discretion of the line manager, the Employee can carry over the holidays, which must be taken by March 31. An exception can be made if the employee is permanently incapacitated for work beyond March 31 of the following year, in which case the employee is entitled to take the holiday beyond March 31 up until the expiry of 15 months after the end of the calendar year in which the holiday entitlement arose. Such approval must be granted before the end of the holiday year in which the holidays were accrued.

Unless required to attend work, Employees are entitled to paid leave of absence on any public / bank holiday if that holiday falls on a day when they would otherwise be at work. This is in addition to the annual holiday entitlement.

The employee is entitled to paid leave during the following public holidays:

- New Year's Day;
- Good Friday;
- Easter Monday;
- Labour Day
- Ascension Day
- Whit Monday
- German Unity Day
- Christmas Day
- Boxing day (known as *St Stephens day*)

9.2 Holiday Duration

Employees are able to take holiday at any time during the year, subject to the prior approval of their line manager. In some positions, it may be appropriate to avoid taking holidays at busy times such as quarter end. The duration of holidays is decided in joint consultation with the Employee's line manager.

The maximum number of holiday days that can be taken at any one time is ten working days (i.e. two weeks). This duration can be extended with the prior approval of the Employee's line manager after full consideration of workload and timing.

9.3 Illness during Holiday

If an Employee becomes ill during a period of holiday, the Employee should notify their line manager and should obtain an illness certificate from their doctor and forward this to HR as soon as possible. Once this has been received, HR will re-allocate this time as sick leave and adjust the Employee's holiday balance accordingly.

9.4 Compassionate Leave

The loss of a family member can be very distressing and Bioventus appreciates that Employees may wish to spend time with their family at such time. The policy on paid compassionate leave is as follows:

- for children, spouse or partner within the same household, 3 days;
- for children, spouse or partner not in the same household and parents; 2 days;
- for in-laws, grandparents and siblings; 1 day

All such leave is subject to the prior approval of the Employee's line manager. If an Employee requires additional unpaid leave, they should speak to their line manager.

9.5 Time Off for Family Emergencies

All Employees (irrespective of length of service and whether they are part-time or full-time) may be entitled to take a reasonable amount of unpaid time off during working hours in order to take necessary action:

- to provide assistance when a dependant falls ill, gives birth or is injured;
- to make longer term care arrangements for the provision of care for an ill or injured dependant;
- in consequence of the death of a dependant;
- because of the unexpected disruption or termination of arrangements for the care of a dependant; and
- to deal with an incident that involves their child and occurs unexpectedly whilst the child is at school/other educational establishment.

The Employee must inform their line manager of the reason for their absence and how long they expect to be absent as soon as is reasonably practicable. Time off work under this right is envisaged as being no more than five days. A dependant is:

- a spouse;
- a civil partner;
- a child for whom the Employee has parental responsibility;
- a parent;
- a person who lives with the Employee other than as their Employee, tenant, lodger or boarder; and
- any other person who would reasonably rely on the Employee for assistance if they fell ill or were injured or assaulted, or who would rely on the Employee to make arrangements for the provision of care in the event of illness or injury.

What is a reasonable amount of time off will depend upon the individual circumstances and will be subject to agreement between the Employee and their line manager (in the latter's absolute discretion). The line manager may request appropriate evidence of the need to take time off. The minimum amount of leave which can be taken in this way is a half day. Bioventus will try and be accommodating to such requests but reserves the right to decline based on business needs.

9.6 Force Majeure Leave

In Germany, employees are entitled to paid time off, where for urgent family reasons, owing to the injury or illness of an immediate family member, the immediate presence of the Employee at the place the person is located, is indispensable. Under these circumstances, the Employee is entitled to paid leave up to 10 days per occurrence.

The immediate family members covered by this policy include:

- A child of the Employee
- Spouse/Civil Partner or person with whom the Employee is living as husband and wife.
- Person to whom the Employee is acting in a parental capacity.
- Brother or sister of the Employee.
- Parent or Grandparent of the Employee.
- Person who resides with the Employee in a relationship of domestic dependency.

By definition, the nature of force majeure leave means that the illness or injury of a family member is sudden and unexpected and cannot be forecast or predicted in advance. It must be of a substantial nature to require the immediate and indispensable presence of the Employee. Force majeure leave cannot be used by an Employee when their presence can be forecasted or scheduled. However, depending on the circumstances, another form of leave may be used (i.e. annual leave). There is no service requirement for an Employee to be eligible for force majeure leave.

An Employee is expected to make contact with his/her line manager as soon as practically possible after becoming aware of the sudden illness or injury to an immediate family member and inform them of the need to take force majeure leave. Under the terms of the legislation, an Employee is required to give written notice to Bioventus of the circumstances for taking force majeure leave as soon as reasonably practicable thereafter.

9.7 Unpaid Leave

Where Employees have exhausted all holiday entitlements and as a result of unplanned events seek additional unpaid leave, Employees should speak to their line manager in the first instance who will assess the reason for the request in relation to current departmental workload.

Wherever possible, Bioventus will be accommodating in meeting such requests, but reserves the right to decline any applications for unpaid leave.

10 Maternity, Paternity, Adoption and Parental Leave

10.1 Maternity Leave

Maternity leave is a statutory entitlement and starts six weeks before the birth and eight weeks thereafter (12 weeks for premature and multiple births). In the case of a premature birth, the maternity protection period is extended by the number of days earlier than the due date that the child was born. If, per doctor's orders, the pregnant employee must completely or partly cease working to avoid a risk to herself or the unborn child, the employer is obligated to partly/fully release her from work obligations. In addition, the female employee will receive a maternity wage equaling her previous salary/wage.

10.2 Notification Requirement Prior to Maternity Leave

Employees must notify HR, in writing, of her intention to take maternity leave no later than the 15th week before the expected week of childbirth. Employees are, however, encouraged to advise the Company of their pregnancy at an early stage to ensure they receive the appropriate support, guidance and benefits (for example, in relation to antenatal care). This will also help the Company plan for your maternity related absence.

If the Employee wishes to change the date on which she intends to commence maternity leave, she must give 28 days' written notice of the new date. Again, however, Employees are encouraged to inform the Company of any change as soon as possible.

The notification should include:

- confirmation of the employee's pregnancy
- the week in which the child is due – expected week of childbirth (EWC)
- when she wants her maternity leave to start.

The notification should be submitted to HR and an appointment made to discuss the procedure and dates.

Employees can choose to begin their maternity leave at any time after the start of the sixth week before the EWC. However, if an Employee is ill wholly or partly because of the pregnancy and that illness is within four weeks of the EWC, maternity leave will automatically start on the first day of any such absence.

HR will respond to notification of maternity leave plans from the employee within 28 days. This response will include the date on which the Company expects the Employee to return to work if she takes her full entitlement to maternity leave. Unless otherwise informed the Company will presume that the Employee wishes to take her full entitlement and the date provided by the Company will therefore reflect the end of the period. At this stage confirmation of the intended return date is in no way binding and the Employee may still choose to return on a different date provided that eight weeks' notice is provided. The eight-week period is a minimum requirement and the Company encourages Employees to provide as much notice as possible of any planned change.

If the Employee fails to give proper notification of their pregnancy and maternity leave plans, Bioventus will regard this as a disciplinary matter and normal disciplinary sanctions for this conduct will apply, where appropriate. Also, the Employee's entitlement to maternity benefits may be affected.

10.3 Notification Requirements after the Baby is Born

The Company must be advised of the actual date of birth as soon as practicable. If the baby is born earlier than notified (or before notification of maternity leave has been given), maternity leave will begin automatically even if it is earlier than the sixth week before the EWC. If this occurs, the Employee is required to notify the Company that she has given birth and the date on which the birth occurred.

Notification from Employees is very important. It ensures the Company has the information it is entitled to receive and can therefore fulfil its maternity related obligations. If an Employee fails to provide notice at the relevant time of absence the leave is likely to be treated by the Company as unauthorized. This could lead to appropriate action being taken under the Company's disciplinary procedure.

10.4 Returning After Maternity Leave

An Employee who is due to return to work at the end of maternity leave does not need to notify the Company in advance of the date of her return. This also applies to an Employee who has provided an earlier intended return date and plans to stick to that early return date. In either case, however, it would be helpful during the maternity leave period for Employees to keep in touch with the Company and confirm that their plans have not changed. This will help the Company plan for the return of its Employees well in advance.

10.5 Returning during a Maternity Leave Period

If an Employee wishes to return to work before the end of her maternity leave period, or before the date previously notified by her (i.e. the Employee has changed her mind) she must give HR at least eight weeks' advance notice of the revised date of her return. If she does not do this, the Company reserves the right to postpone her return until it has sufficient notice, i.e. after the eighth week has expired. However, the Company cannot postpone the Employee's return beyond the end of her maternity leave period.

In the event of illness at the end of an Employee's maternity leave the normal Company rules on sick leave will apply.

10.1 Ante-Natal Care

The expectant mother is entitled to take reasonable time off during her normal working hours to receive ante-natal care, although whenever it is possible to do so she should arrange her appointments at the start or end of her working day. Antenatal care includes appointments with her GP, hospital clinics, parent craft and relaxation classes.

The expectant mother should advise HR that she will be absent from work as far in advance of her appointment as possible. She may be asked to produce her appointment card, or some other confirmation of her appointment (except in the case of the very first appointment). There will be no deduction from salary/ wages for attendance at authorized antenatal appointments, including time spent travelling to and waiting for the appointment.

10.2 Entitlement to Maternity Pay

The maternity allowance amount is determined by your most recent salary. The maximum is EUR 13 per day. The employer pays the difference between the maternity allowance and your existing salary.

Employees who are insured privately or are part of a family insurance policy with a state-regulated insurance company receive a total of maximum 210 Euros from the Federal (Social) Insurance Office (Bundesversicherungsamt).

10.3 Terms and Conditions of Employment during Maternity Leave

The contract of employment of Employees absent on maternity leave will continue throughout the maternity leave. During this period Employees are entitled to all of their contractual benefits.

In respect of holiday, an Employee will continue to accrue her holiday during periods of maternity leave.

Employees also remain subject to their contractual obligations and duties to the Company during maternity leave, in particular by way of confidentiality, good faith and exclusive service.

Employees who are eligible for a company car or cash alternative, will continue to be entitled to their Company car or the car cash alternative throughout their maternity leave. Bioventus reserves the right to withdraw this benefit once the Employee has finished the paid part of maternity leave.

An Employee returning to work after her maternity leave is entitled to benefit from any general improvements to the rate of pay (and any other terms and conditions), which may have been introduced for her grade or class of work while she has been absent if these would have applied to her had she not been on maternity leave.

It is a condition of Employees' continued entitlement to benefits during their maternity leave that they do not work for another employer during this time.

10.1 Right to Return to Work after Maternity Leave

Employees have the right to return to their former position, or to a similar position, on equal terms following their maternity leave.

If the Employee decides during the maternity leave period that she does not wish to return to work, written notice must be given to her line manager and HR in accordance with the contract of employment. There is no entitlement to receive any payment in lieu of any period of notice if the Employee decides to leave early.

10.1 Paternity Leave

There is no statutory entitlement for paternity leave. Instead, male employees can take parental leave.

10.2 Adoption Leave

Employees who adopt a child are entitled to adoption leave if they meet the qualification criteria. If an Employee adopts more than one child at one time the amount of leave is the same as for one child.

The entitlement to adoption leave is the same entitlement that is stated in parental leave.

10.3 Notification Requirements

The Employee must give the Company the following information in writing within seven days of having been notified of a match, or as soon as reasonably practicable afterwards:

- the date on which the child is expected to be placed with them; and
- the date the Employee wants to start their leave.

The Employee may change the date on which they want to start adoption leave providing they give the Company at least 28 days' notice of the change.

It is helpful if the Employee notifies the Company as soon as possible of their intention to take adoption leave so that the necessary arrangements for cover can be made.

Once the notification has been received by HR, they will write and confirm the Employee's expected date of return. Unless the Employee confirms that they plan to return early, the Company will presume that the date of return is the end of the adoption leave period. The Company will confirm the expected date of return within 28 days of receiving notice that the Employee intends to take adoption leave.

10.4 Returning after Adoption Leave

Employees returning to work at the end of adoption leave do not need to notify the Company in advance of their date of return, although it is helpful for the Company to have this information. An Employee may return to work at any time during the leave, subject to the notification period below.

If the Employee wishes to return to work before the end of the leave they must give the Company at least eight weeks' advance written notice giving the date of their proposed return. If the Employee fails to give this notice in full, the Company can delay their return to work until the earlier of eight weeks from the notice given or the end of adoption leave.

10.5 Adoption Pay

Parents will receive an adoption benefit of maximum €1,800. There is a supplementary payment for parents with several younger children. If there are two children under the age of three, or three or more under the age of six in the household, the parental benefit is increased by 10% (or a minimum of €75).

10.6 Employees Terms and Conditions

The Employee's contract continues throughout adoption leave. During their leave period Employees are entitled to all contractual benefits except remuneration. (Remuneration includes wages or salary, and any contractual allowances).

Employees will remain subject to their contractual obligations and duties to the Company during all periods of adoption leave. This includes in particular their duties of confidentiality, good faith and exclusive service.

An Employee returning to work after adoption leave is entitled to benefit from any general improvements to the rate of pay (and any other terms and conditions), which may have been introduced for his / her grade or class of work while he / she has been absent if these would have applied to him / her had he / she not been on adoption leave.

10.7 Return to Work – After adoption leave

If the Employee returns to work immediately after their adoption leave, where possible, they will return to work in the same job that they left before they started their adoption leave.

Where there is a reason that makes it impossible for the Employee to be taken back in their original job, a similar job must be found for them. The new job must be such that the work to be done is both suitable and appropriate for them to do in the circumstances. In addition, the capacity and place in which they are to be employed and the other terms and conditions of their employment are no less favorable to them than if they had continued to be employed in their old job. If the Employee cannot return to their original job a meeting will be arranged between the line manager and HR with the Employee to discuss the implications of the changed work.

10.8 Failure to return

An Employee who does not wish to return to work after adoption leave should give the Company the notice required under the contract of employment.

10.9 Complaints

Any Employee who is dissatisfied with any decision made in respect of their adoption rights should use the Company's formal grievance procedure.

10.10 Parental Leave

It is the policy of Bioventus to ensure that, as far as possible, all Employees are able to continue their career and family responsibilities. Bioventus recognizes that parenthood brings additional responsibilities. The purpose of this policy is to set out a number of initiatives to assist Employees to combine their careers with parenthood and family responsibilities.

10.11 The Right to Parental Leave

Employees with at least one year's continuous service are entitled to take a total of 3 years' parental leave if they have, or expect to have, responsibility for a child provided the Employee takes the parental leave for the purpose of undertaking the primary care of the child. 12 months of this leave will be paid. Employees can also choose to spread the paid leave over a 24-month time period. When both parents take at least 2 months leave, a bonus of 2 paid months, in case of 12 months leave, or 4 months in case of 24 months leave, will be given. The employee is also allowed to work 30 hours a week and use the rest of the time for parental leave. The majority of time taken as parental leave must be spent in the presence of the child to whom the parental leave entitlement relates.

An Employee has responsibility for a child for the purposes of this policy if he/she:

- is the child's biological mother or father (whether or not he/she is living with the child);
- is the child's adoptive parent; or
- otherwise has legal responsibility for the child. For example, if he/she is the child's guardian.

An Employee may take parental leave when the child is born or placed with them for adoption or as soon as they have completed a year's continuous service, whichever is the later up until:

- the child's third birthday; 24 months can be taken up to the child's eight birthday; or
- where the Employee would have taken parental leave by then but for the fact that Bioventus postponed it, the end of the period to which the leave was postponed.

10.12 When Parental Leave May be Taken

Parental leave can be taken in blocks up to the child's third birthday. 24 months can be transferred and used between the child's age of two and eight.

For the above purposes, the parental leave year will begin on the date when the Employee becomes entitled to take parental leave in relation to the child in question.

10.13 Notification Requirements

An Employee may not exercise any entitlement to parental leave unless they have given the appropriate notice to Bioventus of their intention to take parental leave (as specified below) and has complied with any request made by Bioventus to produce evidence of their entitlement to take parental leave (as specified below).

The notice required by Bioventus from an Employee intending to take parental leave must be made in writing with the following information included:

- specify the exact dates on which the period of leave is to begin and end; and
- be given to Bioventus at least 7 weeks prior to taking the leave.

In cases where Employees are unable to specify the exact dates for which they wish to take parental leave, for example, fathers who want to take leave straight after their baby is born (or prospective adoptive parents who want to take leave straight after a child is placed with them for adoption), the Employee must specify the expected week of childbirth (or the week in which placement is expected to occur) and the duration of the period of leave and it would be helpful if such notice could be given to Bioventus at least 21 days before the expected week of childbirth or placement

In order to establish an Employee's entitlement to parental leave, Bioventus may request reasonable evidence of:

- an Employee's responsibility (expected or otherwise) for the child in respect of which parental leave is to be taken, which may include, for example, a child's birth certificate, a parental responsibility order, or an adoption order;
- the age of the child in respect of whom parental leave is to be taken, which may include, for example, a child's birth certificate; and
- where relevant, details of the parental leave that the Employee has taken during any employment with another employer, in particular the length of any periods of absence on parental leave.

10.14 Parental pay

A parental allowance is paid by the authorities for a duration of 12 months (14 months if both parents take parental leave).

Since 1 July 2015, it is possible to apply for Parental Allowance Plus, which gives the employee the right to receive the parental allowance from the government for a period of up to 24 months, or if both parents decide to take parental leave, the allowance can be shared for a period of up to 28 months.

Employees are entitled to a parental allowance of 67% of the last net income (with a ceiling of €1800 per month) for a term of 14 months. Under the Parental Allowance Plus system, employees will receive the same amount of remuneration but stretched over the 24-month period.

If the parents both decide to work part-time simultaneously – for four months in parallel and between 25 to 30 hours per week – they will receive four additional Parental Allowance Plus months each.

10.15 Postponement of Parental Leave

The Company reserves the right to postpone or reduce the length of parental leave where necessary for compelling business reasons. As a guide, parental leave may be postponed in circumstances where:

- The Company is expecting a significant business order or is under time pressure to complete a particular business order or transaction and all Employees, or a significant number of them are needed to fill the order/complete the transaction.
- Bioventus is undergoing a management/business restructuring which requires significant Employee involvement for success;
- The Company will be in breach of a significant contractual obligation if the Employee is granted the parental leave as requested; or a key service provided by Bioventus will be interrupted for an unreasonable length of time.

HR will notify the Employee of any postponement of or the reduction in parental leave, the reason for it and the new leave dates (see below) within seven days after the Employee's notice requesting leave is given to Bioventus.

In circumstances where Bioventus has postponed or reduced parental leave, Bioventus will permit the Employee to take parental leave of the same length as originally requested, (or the remaining period of parental leave) (the Postponed Parental Leave) within six months of the date of the postponement or reduction in leave. HR and the line manager will try to agree with the Employee a suitable time to take the Postponed Parental Leave.

The Company will not be entitled to postpone an Employee's parental leave in the circumstances where the Employee is a parent who wants to take leave straight after the baby is born or prospective adoptive parents who want to take leave straight after a child is placed with them for adoption

10.16 Returning to Work

Employees are entitled to return to the position they held immediately prior to commencing parental leave.

10.17 Terms and Conditions of Employment

Provided the Employee returns to work following parental leave, the Employee will be entitled to any pay awards, which would have been received if the Employee had been at work.

Bioventus will maintain the terms and conditions of employment of Employees (other than remuneration) during the parental leave period. Employees are not automatically entitled to return to work part time. If an Employee wishes to change their working arrangements on return to work, to assist them to care for their child, a written request setting out details of the proposed change including the reasons, must be submitted to HR.

11 Leaving Bioventus

11.1 Voluntary Termination

Should an Employee wish to resign from their employment they should submit their resignation in writing to their line manager and HR. On receipt of the letter, HR will take the appropriate steps to inform payroll and the benefits providers that the Employee is leaving.

11.2 Notice Period

In the event that an Employee resigns, the notice period will be the greater of statutory minimum notice or what has been stated in the Employment Agreement.

Should an Employee work throughout their notice period, they will be eligible for benefits and will accrue holiday during this time until their last day of employment. If an Employee has outstanding holiday to take, they should work with their line manager to assess whether holiday can be taken during the notice period or whether payment in lieu of outstanding holiday is more appropriate. If an Employee has exceeded their holiday entitlement at the time of termination, a deduction will be made directly from their final salary.

On or before the Employee's last day, the Employee must ensure that they return all Company property to their line manager. The line manager should then in turn work with the IT department to divert or close down the Employees' e-mail account and disable their network access accordingly.

The Employee should also ensure that any outstanding expense claims are submitted to their line manager for approval prior to leaving or, if this is not possible, at the earliest opportunity after leaving.

Bioventus reserves the right to suspend payment of the Employee's final salary until such time as all Company property is returned in full working order.

11.3 Involuntary Termination - Dismissal

In the event that an Employee is dismissed, the Employee will be expected to return all Company property to their line manager and all network access will be removed. Bioventus reserves the right to accompany the Employee off the premises in cases where this is deemed appropriate.

11.4 Involuntary Termination - Redundancy

The Company will observe the legal procedure in relation to redundancy in accordance with prevailing legislation.

12 Data

12.1 Processing Data

Bioventus will observe the legal procedure in relation to redundancy in accordance with prevailing legislation.

- Bioventus processes Personal Data (both manually and electronically), including Sensitive Personal Data, for a number of reasons, including but not limited to:
- recruitment, appraisals, promotions, career planning, training and the provision of references;
- payment of salary and benefits, payroll, taxation, national insurance (and other statutory or contractual deductions from salary) reimbursement of expenses and business travel;
- health and safety matters;
- review and management of HR policies and procedures;
- disciplinary, grievance and performance management; and
- other purposes required by law, regulation or as deemed necessary by Bioventus for the management of employees and the business.

Bioventus processes Personal Data (both manually and electronically), including Sensitive Personal Data, for a number of reasons, including but not limited to:

- recruitment, appraisals, promotions, career planning, training and the provision of references;
- payment of salary and benefits, payroll, taxation, national insurance (and other statutory or contractual deductions from salary) reimbursement of expenses and business travel;
- health and safety matters;
- review and management of HR policies and procedures;
- disciplinary, grievance and performance management; and
- other purposes required by law, regulation or as deemed necessary by Bioventus for the management of employees and the business.

Employees consent to Bioventus and their appointed agents, where reasonably necessary, holding and processing both electronically and manually, the data that it collects in relation to employees and their employment.

This includes other personal data that is required for the purposes of employment, i.e. for the purposes of Bioventus' management and administration of employees and business and/or for compliance with applicable procedures, laws and regulations and to the storage transfer and processing by Bioventus or its agents of such data. The records that Bioventus holds include but are not limited to:

- personal details held on employee files, e.g. next of kin, home address, contact details etc.;
- illness absence;
- sick pay;
- suitability and fitness for work;
- health and safety control;
- maternity, paternity, adoption leave and pay, parental leave and/or time off for family and dependents;
- absence control; and
- those required by applicable laws and regulations.

12.2 Collection of Data

Bioventus collects and records personal data from various sources, including obtaining information from data subjects themselves.

In some circumstances, data may be collected indirectly from monitoring devices (including but not limited to: door access-control mechanisms, closed-circuit television and other security systems, telephone, e-mail and internet-access logs and recordings).

With the exception of data collected from the security systems, data collected indirectly from monitoring devices is not routinely accessed but access is possible. Data collected from monitoring devices is accessed and reviewed regularly. Such data may be processed in circumstances including, but not limited to, the investigation of security breaches, abuse of Bioventus Information Technology systems, or where the data is required for regulatory purposes.

12.3 Transferring Data

From time to time, the Company will transfer personal data out of the European Union and in particular into the United States of America and to other countries where Bioventus or any associated company has offices.

Personal data may also be transferred to third parties to process on Bioventus' instructions, subject to confidentiality arrangements approved by Bioventus.

12.4 Retaining Data

The Company endeavors to ensure that the personal data held is accurate and that inaccurate, irrelevant and excessive information is either deleted or rendered anonymous as soon as reasonably practical. However, the Company may retain some personal data in order to comply with legal and regulatory obligations and for other legitimate business reasons.

Bioventus reserves the right, at its absolute discretion, to retain personal data after the termination of employment, for purposes including, but not limited to, equal-opportunities monitoring, health and safety records and in relation to possible or actual legal claims.

12.5 Personal Data Changes

Should an Employee have any changes in their personal circumstances which could cause the Personal Data held by Bioventus to be incorrect, e.g. change of address, telephone number or emergency contact details, they should notify HR via Workday.

Workday is the global Bioventus HR information system, all employees can access Workday via Bionet and update any personal information.

HR and payroll will follow up accordingly.

12.6 Access to Personal Data

Should an Employee wish to view any of their personal data, they should provide a formal written request to HR.

12.7 Requests to Verify Employment Information

Should any other information be requested from 3rd parties, e.g. mortgage providers etc. HR will supply such information to the requesting party, provided that the employee has given their explicit consent by e-mail to HR.

12.8 Electronic Record Retention

If an Employee is in possession of personal data (including, but not limited to, data held in spreadsheets, contained in CVs, contact lists or address books), they are obliged to ensure that such personal data is kept in a safe place and is not accessed by unauthorized persons. Employees should use secure filing cabinets and password protected computer applications as appropriate.

13 Disciplinary Policy

Bioventus prides itself on providing a comfortable and positive environment in which to work and in return expects high standards in terms of both performance and behaviour. All Employees are expected to conduct themselves in a manner that reflects these high standards.

Occasionally however, there may be times where problems occur. Where possible, the Company aims to resolve such issues informally, but recognizes that some circumstances may require more formal steps, which may vary from a meeting, informal or formal warning, suspension from work or even dismissal.

Please note that the procedure set out below is only a guideline and the Company reserves the right to amend this procedure to accommodate the circumstances of the particular case. This procedure does not form part of the Employees' terms and conditions of employment with Bioventus except in relation to the examples it gives of conduct constituting gross misconduct and the right to suspend.

13.1 Application of the Procedure

This procedure applies where Bioventus is contemplating Disciplinary Action i.e. action (including Dismissal) to address poor performance or misconduct; or Dismissal i.e. the majority of cases where the Company contemplates dismissing an Employee including:

- dismissal on grounds of capability or conduct;
- dismissal arising from a business re-organisation or redundancy exercise; and
- non-renewal of a limited-term (fixed-term) employment contract.

The above definitions of Disciplinary Action and Dismissal are not exhaustive.

13.2 Suspension during Procedure

At any stage of a disciplinary procedure or before it begins, the Employee may be suspended on full pay, if appropriate. Full pay means the basic rate of pay to which the Employee is contractually entitled immediately prior to the period of suspension. An Employee's contractual benefits will continue during any such period of suspension. Suspension on full pay does not amount to Disciplinary Action.

13.3 Informal Discussions

Before taking formal Disciplinary Action, the Company will make every effort to resolve the matter by informal discussion with the Employee. Only where this fails to bring about the desired improvements or where informal discussion is not appropriate (due to the seriousness of the allegation) will formal Disciplinary Action be implemented.

13.4 Investigatory Process

The purpose of an investigation is to establish the facts relating to any disciplinary allegations against the Employee before deciding whether to proceed with a disciplinary hearing. The amount of investigation depends on the nature of the allegations and will vary from case to case. This may involve interviewing and taking statements or may include holding an investigatory meeting. Where an investigatory meeting is held this will be solely for the purposes of fact finding and no Disciplinary Action will be taken at this stage. Employees do not normally have the right to bring a companion to an investigative interview. However, Bioventus may allow Employees to bring a companion if it helps them to overcome any disability or any difficulty in understanding English.

Employees must cooperate fully and promptly with any investigation. This will include informing Bioventus of the names of any relevant witnesses, disclosing any relevant documents and attending any investigative meeting if required.

13.5 Procedure for Hearing

Following any investigation, if it is considered that there are grounds for Disciplinary Action, an Employee will be required to attend a disciplinary hearing. The Employee will be informed in writing of the conduct, characteristics or other circumstances that have led to Disciplinary Action being contemplated and of the basis for the decision. The Employee will be given the investigation report and any other relevant written evidence (including any witness statements except where witnesses' identity is to be kept confidential in which case the Employee will be given as much information as possible). The Employee will normally be given at least 48 hours' notice of the time and place of the meeting. The purpose of the meeting will be to consider the relevant conduct, characteristics or other circumstances and to allow the Employee to state their case.

The meeting will usually be conducted by the Employee's line manager and usually a representative from HR will also be present. Bioventus may require other persons to attend the meeting as appropriate, for example as a note taker or as a witness.

Employees must take all reasonable steps to attend the meeting.

Employees are entitled to be accompanied at the meeting if they wish - further details of this right are set out in the section below entitled "Right to be accompanied".

At the meeting, the person conducting it will state in full the basis for the Disciplinary Action or Dismissal that is being contemplated. The Employee will then have the opportunity to put their case (including where appropriate, to present evidence, call witnesses and raise points about any information provided by witnesses) and to respond to the matters raised. The Employee may also make any other statements or observations relevant to the issues. Employees may put these in writing if they wish but, if so, they must provide a copy to the person conducting the meeting in good time before the meeting. Failure to do so may result in the meeting being delayed.

Following the meeting, the person conducting it will consider what action, if any, will be taken. The Employee will usually be notified of the decision in writing within 48 hours of the meeting. The Employee will also be notified of their right to appeal against the decision if they are unhappy with it. This written notification will inform the Employee of who to contact should they wish to appeal.

13.6 Appeal

Employees have the right to appeal against the decision. If an Employee wishes to appeal, they must set out in writing the grounds for the appeal and send this to the person notified to the Employee.

The written grounds of appeal must be received within five working days of the issuing of the warning or notice of dismissal.

An appeal meeting will be held to review the content and outcome of the original disciplinary meeting in order for the person conducting the appeal meeting to judge if the matter was properly considered and (where relevant) any sanction properly imposed. Any evidence that has subsequently come to light may also be taken into account and if the Employee becomes aware of such evidence they should provide details of it to the person conducting the appeal meeting as soon as practicable.

An appeal meeting will normally be arranged within five working days of receipt of the written grounds of appeal. A member of HR will normally be present to take notes.

Employees must take all reasonable steps to attend the appeal meeting. Employees are entitled to be accompanied at an appeal meeting - for full details of this right, see the section below entitled "Right to be accompanied".

Following the appeal meeting, the decision will usually be communicated to the Employee in writing within five days of the appeal meeting. There is no further right of appeal beyond this stage and the appeal decision is final.

13.7 Conduct of Meetings

Meetings under this procedure will be arranged at reasonable times and locations. Meetings which form part of the procedure must be conducted so as to allow each party to state their case.

Recording by Employees or any companion of the proceedings of any meeting is not permitted under any circumstances although Employees are of course free to take notes.

If a meeting is arranged on two occasions but the Employee fails to attend on either occasion for a reason applying to the Employee or the Employee's companion which was foreseeable at the time the meeting was arranged, Bioventus will not be obliged to continue the procedure and may carry out Disciplinary Action or dismiss the Employee.

13.8 Disciplinary Action

Disciplinary Action may take a number of forms: (the list below is not exhaustive. In appropriate cases, more than one form of Disciplinary Action may be imposed.)

- a) first written warning (for example for more serious problems regarding behavior or performance, where a previous offence has been repeated or where performance has not improved despite earlier warnings);
- b) final written warning (for example for further repetition or minor offences, persistent failure to meet previously set performance standards or serious problems with performance or behavior);
- c) dismissal (with notice) (for example, further or more serious repetition of behavior which has previously led to a warning or failure to improve performance standards outlined in previous warning);
- d) summary dismissal (without notice) (for example, for gross misconduct - see below); or
- e) alternatives to dismissal such as suspension for a period of up to three months (without pay or part pay or demotion) (see below).

Any warning will remain "active" for a stated period. At the end of the active period of the warning, it will not be taken into account in determining any further Disciplinary Action against the Employee provided either that there is no further misconduct within that time or the improvements required are achieved and maintained throughout that time. After the active period, the warning will remain on the Employee's file for a further period and may be taken into account in other matters, such as promotion, redundancy or when considering a pattern of conduct but will be disregarded in deciding the outcome of future unrelated disciplinary proceedings.

13.9 Gross Misconduct

Offences which, in Bioventus' view, amount to gross misconduct may result in summary dismissal. This means that regardless of the Employee's previous disciplinary record, the Employee may be dismissed without notice or payment in lieu of notice. If the Employee is suspected of gross misconduct, they will be informed of this and of the potential outcome at the time that they are notified of the disciplinary meeting.

Gross misconduct includes, but is not limited to:

- a) theft or fraud;
- b) falsification of documents;
- c) physical assault or threat of assault;
- d) harassment, discrimination or bullying of any kind;

- e) deliberate damage to Bioventus' property;
- f) persistent unwarranted absence;
- g) abuse of Bioventus' computer system and/or a serious breach of the IT and email policy;
- h) dishonesty;
- i) serious professional misconduct;
- j) any behavior damaging or potentially damaging to Bioventus' reputation, whether this takes place at or outside work;
- k) breach of duties confidentiality or loyalty;
- l) serious breach of the Employee's contract of employment;
- m) insubordination;
- n) serious breach of any of Bioventus' policies or of the rules of anybody which regulates Bioventus;
- o) serious negligence;
- p) breach of Health and Safety rules and regulations; and
- q) use of illegal drugs or incapacity at work due to alcohol or other substances.

13.10 Right to be Accompanied

Where the Employee is required or invited to attend a meeting under this procedure they have a right, if they choose, to be accompanied at that meeting by either a work colleague; or a certified trade union official (if a trade union is recognized by Bioventus at the relevant time), provided their choice is reasonable in all of the circumstances. If the companion is legally qualified, he or she will not be acting in a legal capacity.

Before the meeting takes place the Employee should notify the person who is to conduct the meeting of the identity of the companion.

The companion may address the meeting in order to put the Employee's case forward; sum up that case; and respond on the Employee's behalf to any view expressed at the meeting.

If the Employee's chosen companion is not available at the time proposed for the meeting, the Company will postpone the meeting once to a time when the Employee and the Employee's chosen companion are available, provided that the Employee proposes an alternative time for the meeting which is reasonable and which is no later than five working days after the date originally set for the meeting.

If the Employee's chosen companion is a colleague employed by Bioventus, he/she will be given reasonable time off work to prepare for and attend the meeting(s). No person who acts or seeks to act as a companion as set out above will be subject to any detriment by reason of doing so.

14 Grievance Procedure

Bioventus is a rewarding place to work, but occasionally problems may arise with managers and colleagues that may require intervention from a third party to resolve them. The Grievance Procedure deals with the treatment of complaints from both the Employee who raises a grievance and the Employee(s) against whom the grievance has been raised.

The procedure is intended only as a statement of policy and management guidelines, and it does not form part of the Employment Agreement or otherwise have contractual effect.

The Grievance Procedure is applicable to all Employees of Bioventus. Every Employee has a right to have a grievance dealt with, without being subjected to any form of discrimination. Instigation of the Grievance Procedure should under no circumstances be used by managers or other Employees as a reason to take disciplinary action or victimize or harass any Employee who has raised a grievance.

Information relating to the substance of the grievance will not be disclosed to a third party (excluding legal advisors or other third parties with a need to know) without the permission of the Employee raising the grievance.

During the Grievance Procedure, witnesses may be required to provide evidence and will be advised of the context in which their evidence will be addressed. Again, the Employee raising the grievance will be informed that this is the case.

14.1 The Grievance Procedure - Informal Stage

Should an Employee have a grievance, the issue should be raised as soon as possible. In the first instance, all efforts should be made to resolve the grievance informally with their line manager or the person against whom the Employee is raising the grievance. Should a resolution be reached at this stage, the Employee should confirm in writing that the issue has been resolved and no further action is required.

14.2 The Grievance Procedure - Formal Stage

If after attempting to address the issue informally, the employee does not feel that a satisfactory resolution has been reached, the grievance will be dealt with on a formal basis. The employee is required to formally document their grievance in a letter. In the letter the employee should outline the nature of their grievance, the outcome that they are looking for and the steps that have already been taken to bring the issue to a resolution.

The employee should submit the letter to his/her line manager and HR. If the employee is raising a grievance against their line manager, the letter should be sent to HR only.

HR will then set up a formal grievance meeting as soon as possible after receipt of the letter. The employee will receive a written invitation to the meeting and has the right to be accompanied by an advisor.

The grievance will be heard by the employee's line manager (or another Bioventus manager if the grievance is against the employee's line manager); along with HR. HR will take notes. During the meeting the employee will be given the opportunity to present his/her grounds for raising the grievance and state what the preferred outcome would be.

The meeting will be adjourned for the manager to consider the appropriate steps to be taken. If more information needs to be gathered from other parties, the employee will be informed. The employee will be informed about the outcome of the grievance procedure as soon as possible.

15 Social Media

15.1 Social Media

The Company recognizes that employees may engage in social media while off duty. For purposes of this policy, “social media” means posting information on one’s own or on someone else’s blog, web log, journal, or diary on the internet. Social media also includes any other form of posting information on the internet, such as postings on a personal web site, social networking or affinity web site, on a bulletin board, or in a chat room. Examples of such sites include Facebook, Twitter, Instagram, LinkedIn, etc.

Refer to GPP13 – Use of social media and networking tools by employees on the company’s intranet (Bionet) to review the full policy.

15.2 Media Relations

The Director of Communications serves as the official company spokesperson, and any requests from the media for comments or information related to the business, operational, financial, or strategic matters of the company are to be referred immediately to the Communications Department unless specifically directed otherwise in a news release, internal announcement, or other official company communication.

Employees must obtain prior approval from the Communications department before engaging in any conversation or correspondence with the media, whether written, oral, or by email.

16 Whistleblowing

Bioventus is committed to ensuring that malpractice is prevented and, should it arise, immediately dealt with. Employees should be fully aware of to whom they can and should report public interest issues to. The Public Interest Disclosure Act 2013 provides protection for Employees who raise legitimate concerns about specified matters. Bioventus encourages Employees to raise their concerns about any malpractice at the earliest possible stage and this procedure sets out the correct method for raising such concerns and the general principles of how matters should be dealt with, but confers no contractual rights.

Provided that Employees follow the steps laid out in this procedure, they will be able to raise genuine concerns about malpractice within Bioventus without fear of harassment or victimisation.

This procedure applies to Employees, agency workers and contractors who have reasonable grounds to believe that malpractice has occurred, is occurring or is likely to occur within Bioventus. Employees are responsible for taking appropriate, reasonable and timely action wherever and whenever they become aware of any situation or matter that could expose Bioventus to loss, liability or embarrassment.

For the purposes of this procedure, Bioventus considers the following to be malpractice:

- a) the commission of a criminal offence;
- b) failure to comply with a legal obligation;
- c) the occurrence of a miscarriage of justice;
- d) the endangerment of an individual's or individuals' health and safety;
- e) the endangerment of the environment; and
- f) the concealment of any information pertaining to any of the above.

Wherever possible Employees must report public interest disclosure issues internally first.

Employees should initially discuss any concerns with their line manager, who will attempt to resolve the matter as soon as reasonably practicable.

If this is not appropriate or if an Employee reasonably considers that the line manager has not dealt with the concern sufficiently or at all, an Employee may then raise the concern with the next senior level of management. If an Employee is still dissatisfied with the decision or action taken, they should contact HR who will either deal with the matter or designate an appropriate management representative.

Any concerns will, so far as reasonably practicable, be dealt with in the strictest confidence at all times (bearing in mind the need to investigate allegations) and wherever possible the Employee's identity will not be disclosed, although it must be recognized that in certain circumstances it will be difficult for the complaint to be pursued or to tackle an alleged wrongdoer without the complainant's identity becoming known.

The person hearing the complaint will arrange a confidential meeting with the Employee and may require the Employee to put the concern in writing prior to the meeting. The concern will then be discussed in full at the meeting and the person hearing the complaint will decide if any further action needs to be taken and, if so, what action. This may include requiring the Employee to attend a further meeting with a more senior level of management and to provide any additional evidence deemed necessary. A note of the decision will be provided to the Employee and any such decision is to be treated as strictly confidential by the Employee.

If the concern raised is found to be valid and is not already subject to internal or legal proceedings, a decision will be taken as to how to proceed, which may include referral to one or more of the following:

- a) the board of directors with a view to internal investigation;
- b) the appropriate external regulatory body for investigation;

- c) the police; and
- d) the Employee to the Grievance Procedure.

The Employee will be informed of any decision taken and is required to keep this decision strictly confidential.

If the Employee has followed this procedure and is genuinely and reasonably dissatisfied with the outcome, the Employee may raise the concern with the appropriate regulatory authority, the police or a Member of Parliament. The legislation sets out a number of bodies to which qualifying disclosures may be made. These include HM Revenue and Customs, the Financial Services Authority, the Office of Fair Trading and the Health and Safety Executive. The Employee must inform the individual to whom the concern was originally raised or the next senior level of management before taking this action.

The Employee may also take this action if they have reasonable grounds for believing that all of the management consulted are or were involved in the malpractice which the Employee has alleged or that the Employee will be subjected to a detriment if this matter is raised internally.

The rules covering external disclosure do not apply for the purpose of taking confidential legal advice from a professionally qualified lawyer.

Bioventus confirms that provided the Employee raises the concern about malpractice in good faith and not out of any malice or with a view to personal gain and has reasonable grounds for belief in the concern:

- a) so far as is reasonably practicable the Employee's identity will not be disclosed at any time, unless necessary for the purposes of investigation or to comply with a legal obligation;
- b) the Employee will not be subjected to any harassment, victimization or disciplinary action as a result of raising the concern, provided the Employee has complied in full with this procedure; and
- c) so far as is reasonably practicable any supporting evidence relating to the concern will be kept secure at all times.

If, at any time, it is discovered that the Employee has raised a concern maliciously, vexatiously, not in good faith or with a view to personal gain or that the Employee has breached the terms of this procedure, the Employee will lose the protection granted under this procedure and will be subject to disciplinary action under Bioventus' dismissal and disciplinary procedures. Similarly, disciplinary action may follow an unjustified external disclosure (other than to a prescribed regulator) made without first exhausting the internal procedure set out in this policy. Bioventus has a duty of confidentiality to its clients and Employees are reminded that they too have a general duty of confidentiality in respect of information which they obtain through their employment with the Bioventus.

17 Miscellaneous

17.1 E-mail and Internet

The provision and use of e-mail and the Internet through access to the Bioventus network is essential for the proper and efficient working of Bioventus. There are a number of concerns which the Company has in respect of the potential dangers of communication by e-mail. Not only does non-work related material substantially increase the risk of failure of Bioventus' IT applications, but defamatory, pornographic, racist and other obscene material introduced from or sent via e-mail or the Internet, places Bioventus and Employees at risk and will not be tolerated. It is, therefore, appropriate that Bioventus has a policy which applies to all Employees at all levels who use e-mail to ensure that everyone is aware of the procedures to be followed in respect of it and other Internet applications. Employees are expected to comply with the following rules and failure to do so will be treated as a formal disciplinary matter under Bioventus' Disciplinary Procedure (see above).

17.2 Use of Email

Email should be treated like any other form of written communication and, as such, what is normally regarded as unacceptable to be written in a letter would be equally unacceptable in email communication. Consideration should be given to the lack of secrecy inherent within e-mail systems. In some cases, it may be preferable to use an alternative method of communication when dealing with sensitive issues.

As with all other business correspondence, e-mails can be used in legal proceedings. It is important that sensitive matters, which could be construed as being relevant to any potential legal proceedings, should not be discussed by e-mail.

If an Employee has cause to be away from their computer for any period of time, if applicable the Employee should take appropriate precautions (for example, locking the screen) to avoid any risk of abuse.

If an Employee generates and/or passes e-mail to other users, the Employee must be clear as to the intended recipient. The inadvertent despatch of material to a collective user group, for example, is no different from sending it individually to all those within the group. Additionally, Bioventus will not accept as an excuse for the distribution of offensive material that the Employee was not aware that it was attached to the message forwarded.

Employees should not generate, display and/or pass on to others material, whether in text, pictures or any other form which may be regarded as offensive. The question of what constitutes "offensive material" is not one for the sender to determine – it is the effect on the recipient that is the important factor. Whether or not the sender considers material offensive is not relevant.

Employees should exercise extreme care when receiving emails with attachments from third parties (particularly unidentified third parties) as these may contain viruses.

Although the email system is primarily for business use, Bioventus understands that Employees may on occasion need to send or receive personal emails using their work address. When sending personal emails, Employees should show the same care as when sending work-related emails and should be limited to a minimum.

Bioventus may engage in the monitoring of emails or other electronic files created by the Employee for valid business purposes, including Employee supervision.

17.3 Use of Internet

Where Employees are allowed access to the Bioventus network they are expected to use it sensibly and in such a manner that it does not interfere with the efficient running of Bioventus. Employees may be called upon to justify the sites that they have visited.

Bioventus reserves the right to deny Internet access to any Employee, although in such a case it will endeavour to give reasons for doing so.

Employees should not download or install software on to computers which are the property of Bioventus without the IT department's consent. Employees should not delete, destroy or modify existing programs, information or data on the same which could have the effect of harming Bioventus' business or exposing it to risk. No hardware device or equipment should be attached to the Bioventus system without the prior approval of the IT department

Employees should not enter into any licence or contractual terms or register on any website without the prior consent of their manager.

Although the Internet system is primarily for business use, Bioventus understands that Employees may on occasion need to use the Internet for personal purposes. Employees may access the Internet at work for personal purposes provided that it is only done so at lunchtime.

Subject to legislative requirements, Bioventus monitors its email, Internet and computer system including email communications and Internet usage, on a continuous and on-going basis.

17.4 Employees Working from Home

Employees are responsible for ensuring the security of confidential information in their home. In particular, Employees undertake to:

- a) encrypt and/or protect by password any confidential information held on home computers;
- b) lock computer terminals whenever left unattended;
- c) ensure any wireless network used is secure;
- d) keep all papers in filing cabinets that are locked when not in use; and
- e) comply with the Bioventus' data protection policy from time to time in force regarding the retention of personal data.

For the avoidance of doubt, Bioventus property used at home shall remain the property of the Company and Employees shall not permit use of it by any other person (except for authorized representatives of Bioventus). Employees shall be responsible for any damage to Bioventus property which goes beyond ordinary wear and tear. Employees are required to report to Bioventus any such damage or malfunction of the property as soon as they become aware of it.

Employees who work from home shall be responsible for taking out and maintaining a valid policy of insurance covering the Bioventus property used at home against fire, theft, loss and damage throughout their employment. Employees shall not do, cause or permit any act or omission which will invalidate the insurance policy covering Bioventus property.

Subject to legal requirements, from time to time and on reasonable notice, Bioventus representatives may need to enter Employee's homes to:

- a) install, inspect, replace, repair, maintain or service the Bioventus property during employment;

- b) carry out health and safety risk assessments of the Bioventus property and the Employee's workstation during employment; and
- c) recover Bioventus property on or after termination of employment.

17.5 Alterations

Bioventus expressly reserves the right in its absolute discretion to make alterations and/or amendments to this Employee Handbook unilaterally and without seeking or obtaining Employees' consent. Alterations and/or amendments to the Employee Handbook which are unfavourable to Employees cannot be applied retroactively.

Alterations and/or amendments to the Employee Handbook will be notified in writing as soon as practicably possible through appropriate media (e-mail, or the Bioventus Intranet). The most up to date version of this Employee Handbook can be obtained from HR.

In any case, Bioventus is free to make any changes to this Employee Handbook in conformity with any change of law and regulations.

German Administrative Offense Act (Gesetz über Ordnungswidrigkeiten, "OWiG")

It is an offence for any Employee to bribe or take bribes in the Germany or elsewhere. Any Employee who commits such an offence is liable to summary dismissal. Employees must comply in full with the requirements of the German Administrative Offense Act. For further information, Employees should contact HR.