

Bioventus Employee Handbook UK & Ireland

Table of Contents

1	INTRODUCTION	7
2	WORKING HOURS, PERFORMANCE AND COMPENSATION	9
2.1	WORKING HOURS AND OVERTIME.....	9
2.2	PERFORMANCE REVIEW	9
2.3	COMPENSATION.....	9
2.4	COMPANY BENEFITS.....	10
3	HEALTH, SAFETY AND WORKING ENVIRONMENT.....	11
3.1	HAZARD AND SAFETY RISKS BIOVENTUS OFFICES	11
3.2	HAZARD AND SAFETY RISKS HOME BASED	11
3.3	NO SMOKING POLICY	11
3.4	DRUG FREE POLICY	11
3.5	DRESS CODE	12
4	EMPLOYEE RELATIONS AND STANDARDS OF CONDUCT.....	13
4.1	EQUAL OPPORTUNITIES POLICY	13
4.2	SCOPE AND PURPOSE OF THE EQUAL OPPORTUNITIES POLICY.....	13
4.3	FORMS OF DISCRIMINATION	13
4.4	BREACHES OF THE EQUAL OPPORTUNITIES POLICY	14
5	ANTI-HARASSMENT AND BULLYING POLICY	15
5.1	WHAT IS HARASSMENT?	15
5.2	WHAT IS BULLYING?	16
5.3	INFORMAL STEPS.....	16
5.4	RAISING A FORMAL COMPLAINT	16
5.5	FORMAL INVESTIGATIONS.....	17
5.6	ACTION FOLLOWING THE INVESTIGATION	18
5.7	APPEALS	18
5.8	PROTECTION AND SUPPORT FOR THOSE INVOLVED	18
6	ILLNESS.....	19
6.1	PROCEDURE.....	19
6.2	ACCRUED HOLIDAY DURING ILLNESS	20
6.3	OCCUPATIONAL HEALTH	20
7	HOLIDAY AND LEAVE.....	21
7.1	HOLIDAYS	21
7.2	HOLIDAY DURATION.....	21
7.3	ILLNESS DURING HOLIDAY.....	21
7.4	COMPASSIONATE LEAVE.....	22

7.5	TIME OFF FOR FAMILY EMERGENCIES	22
7.5.1	UNITED KINGDOM	22
7.5.2	IRELAND, FORCE MAJEURE LEAVE	23
7.6	JURY SERVICE.....	23
7.7	PUBLIC DUTIES.....	24
7.8	HM RESERVE FORCES LEAVE	24
7.9	UNPAID LEAVE	25
8	FAMILY LEAVE - UK.....	26
8.1	MATERNITY LEAVE.....	26
8.1.1	PRIOR TO MATERNITY LEAVE.....	26
8.1.2	STARTING MATERNITY LEAVE	26
8.1.3	DURING MATERNITY LEAVE – PAY	27
8.1.4	DURING MATERNITY LEAVE – TERMS AND CONDITIONS (EXCEPT PAY).....	27
8.1.5	DURING MATERNITY LEAVE – CONTACT AND KEEPING IN TOUCH DAYS.....	27
8.1.6	RETURNING AFTER MATERNITY LEAVE	28
8.1.7	NOT RETURNING AFTER MATERNITY LEAVE	28
8.2	PATERNITY LEAVE	28
8.2.1	ENTITLEMENT.....	28
8.2.2	NOTIFICATION REQUIREMENTS	28
8.2.3	STARTING PATERNITY LEAVE	29
8.2.4	DURING PATERNITY LEAVE - PAY	29
8.2.5	DURING PATERNITY LEAVE – TERMS AND CONDITIONS (EXCEPT PAY)	29
8.3	SHARED PARENTAL LEAVE	29
8.3.1	ELIGIBILITY.....	30
8.3.2	OPTING IN TO SPL	30
8.3.3	BOOKING SPL	31
8.3.4	DURING SPL - PAY.....	31
8.3.5	DURING SPL – TERMS AND CONDITIONS (EXCEPT PAY)	31
8.3.6	DURING SPL – CONTACT AND KEEPING IN TOUCH DAYS	32
8.3.7	RETURNING TO WORK.....	32
8.4	PARENTAL LEAVE.....	32
8.4.1	ELIGIBILITY.....	32
8.4.2	WHEN PARENTAL LEAVE MAY BE TAKEN	32
8.4.3	NOTIFICATION REQUIREMENTS	33
8.4.4	EVIDENCE OF ENTITLEMENT.....	33
8.4.5	POSTPONEMENT OF PARENTAL LEAVE.....	33
8.4.6	RIGHTS DURING PARENTAL LEAVE	33

9	FAMILY LEAVE - IRELAND	35
9.1	MATERNITY LEAVE.....	35
9.1.1	PRIOR TO MATERNITY LEAVE.....	35
9.1.2	STARTING MATERNITY LEAVE	35
9.1.3	DURING MATERNITY LEAVE – PAY	36
9.1.4	DURING MATERNITY LEAVE – TERMS AND CONDITIONS (EXCEPT PAY).....	36
9.1.5	DURING MATERNITY LEAVE – CONTACT AND KEEPING IN TOUCH DAYS.....	36
9.1.6	RETURNING AFTER MATERNITY LEAVE	36
9.1.7	NOT RETURNING AFTER MATERNITY LEAVE	37
9.2	PATERNITY LEAVE	37
9.2.1	ENTITLEMENT.....	37
9.2.2	NOTIFICATION REQUIREMENTS.....	37
9.2.3	STARTING PATERNITY LEAVE	37
9.2.4	DURING PATERNITY LEAVE - PAY	37
9.2.5	DURING PATERNITY LEAVE – TERMS AND CONDITIONS (EXCEPT PAY)	38
9.3	PARENT’S LEAVE	38
9.3.1	ELIGIBILITY.....	38
9.3.2	POSTPONEMENT	38
9.3.3	RIGHTS DURING PARENT’S LEAVE	38
9.4	PARENTAL LEAVE.....	38
9.4.1	ELIGIBILITY.....	39
9.4.2	WHEN PARENTAL LEAVE MAY BE TAKEN	39
9.4.3	NOTIFICATION REQUIREMENTS.....	39
9.4.4	EVIDENCE OF ENTITLEMENT.....	39
9.4.5	POSTPONEMENT OF PARENTAL LEAVE.....	39
9.4.6	RIGHTS DURING PARENTAL LEAVE	39
10	FLEXIBLE WORKING.....	40
10.1	ELIGIBILITY FOR FLEXIBLE WORKING	40
10.2	THE APPLICATION	40
10.3	INITIAL MEETING AND DECISION.....	40
10.4	THE APPEAL PROCESS.....	41
10.5	CONDUCT OF MEETINGS	41
10.6	PERMITTED GROUNDS FOR REFUSAL	41
10.7	WITHDRAWAL OF APPLICATION.....	42
12	LEAVING BIOVENTUS	43
12.1	VOLUNTARY TERMINATION.....	43
12.2	NOTICE PERIOD.....	43

12.3	DISMISSAL.....	43
12.4	REDUNDANCY	43
13	DATA	44
13.1	PERSONAL DATA CHANGES.....	44
13.2	REQUESTS TO VERIFY EMPLOYMENT INFORMATION.....	44
13.3	ELECTRONIC RECORD RETENTION.....	44
13.4	COMPLIANCE WITH DATA PROTECTION LAWS AND POLICIES	44
14	DISCIPLINARY PROCEDURE	45
14.1	APPLICATION OF THE PROCEDURE	45
14.2	SUSPENSION DURING PROCEDURE.....	45
14.3	DISCIPLINARY PROCESS	45
14.3.1	INFORMAL DISCUSSIONS.....	45
14.3.2	INVESTIGATORY PROCESS.....	45
14.3.3	INVITATION TO DISCIPLINARY HEARING	46
14.3.4	DISCIPLINARY HEARING	46
14.3.5	DECISION AND SANCTION	46
14.3.6	APPEAL.....	46
14.4	CONDUCT OF MEETINGS	47
14.4.1	RIGHT TO BE ACCOMPANIED	47
14.5	DISCIPLINARY ACTION.....	47
14.6	GROSS MISCONDUCT	48
15	GRIEVANCE PROCEDURE.....	49
15.1	THE GRIEVANCE PROCEDURE - INFORMAL STAGE.....	49
15.2	THE GRIEVANCE PROCEDURE - FORMAL STAGE	49
15.2.1	GRIEVANCE LETTER	49
15.2.2	GRIEVANCE MEETING.....	49
15.2.3	FURTHER INVESTIGATIONS (IF NECESSARY)	50
15.2.4	GRIEVANCE OUTCOME	50
15.2.5	APPEAL.....	50
15.3	CONDUCT OF MEETINGS	50
15.3.1	RIGHT TO BE ACCOMPANIED	50
16	SOCIAL MEDIA	52
16.1	SOCIAL MEDIA	52
16.2	MEDIA RELATIONS.....	52
17	MISCELLANEOUS	53
17.1	E-MAIL AND INTERNET.....	53
17.2	USE OF EMAIL.....	53

17.3 USE OF INTERNET 54

17.4 EMPLOYEES WORKING FROM HOME 54

18 WHISTLEBLOWING 55

19 ATTACHMENT I HEALTH AND SAFETY POLICY 58

20 ATTACHMENT II INFORMATION LEAFLET OCCUPATIONAL HEALTH 59

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 contractual 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.

This Employee Handbook does not form part of your contract of employment with us and may be amended and/or replaced from time to time. To the extent that any procedures are set out in this Employee Handbook, we may amend them at any time, or we may depart from such procedures, depending on the circumstances of any case if we consider it appropriate to do so.

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.

Culture Principles – We operate with Integrity in all that we do as we:

Impact Patients:

Patient needs are the priority in the choices we make and actions we take

Develop Ourselves:

Promote continuous learning and development of ourselves to be our best versions. Focus on two tenets to drive success: **Professional** and **Personal** development to maximize our impact on our company and society

Achieve Goals:

Communicate and collaborate across functions to understand, align, and own our actions towards achieving business goals

Value Others:

Building success by appreciating differences in thought, opinion, background, skill, and perspective. Acting with integrity in all interactions with peers, leaders, and customers. Bioventus will continue Valuing Others and build on that foundation by increasing visibility and incorporating feedback

Definitions

Bioventus means the Employer, Bioventus Coöperatief U.A., and any group undertaking (as such term is defined in section 1161(5) of the Companies Act 2006) of the Employer in any jurisdiction from time to time;

Employee means an employee of Bioventus working in the United Kingdom or Ireland;

Employee Handbook means this Employee Handbook;

Employer and or **Company** means Bioventus UK Ltd registered at The Broadgate Tower, 3rd Floor, 20 Primrose Street, London, EC2A 2RS;

Employment Agreement or **contract of employment** means an Employee's employment contract with the Employer stating their terms and conditions of employment;

Partner means spouse, civil partner or someone (of either sex) with whom the Employee lives in an enduring family relationship, but who is not the Employee's parent, grandparent, sister, brother, aunt or uncle;

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; and

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 37 hours per week. The Employee's lunch break and any other rest breaks are additional to the Employee's 37-hour working week. Overtime will not be paid in addition to base salary as payment for additional hours is taken into account when determining annual salary.

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 Culture Principles set out above. Reviews are held at mid-year and the end of each year.

2.3 Compensation

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 Scheme rules. 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.

Office based Employees are eligible to participate in a discretionary bonus scheme, details of which are communicated under separate cover. The discretionary bonus 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. Employees shall also not be eligible to be considered for any bonus nor receive any bonus payments if they are subject to any disciplinary action or investigation at the date any bonus is being considered and/or at the bonus payment date (as applicable) although the Company may reconsider the matter upon the conclusion of the disciplinary action or investigation in question.

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

2.4 Company Benefits

The Employment Agreement provides details of some or all of the following (which details are included will differ from Employee to Employee depending on their entitlements):

- Group Personal Pension Plan (GPP) for UK Employees:
 - Defined contribution pension plan provided by Scottish Widows;
 - Standard employer contribution of 4% available to all Employees
 - Minimum employee contribution of 2%, Bioventus will match this up to a maximum of 3%. The maximum employer contribution is therefore 7% if employees make a personal contribution of 3%;
 - The charges applicable (called the Annual Management Charge or AMC) to members of the plan is 0.30%;
 - On joining the GPP, all Employees will be automatically invested into the Default Investment Option (DIO). However, members may switch their investment choice to a different risk at any time at no cost;
- Contribution for private pension plan for Ireland Employees;
- Private Healthcare provided by BUPA for Employees in the UK;
- Group Life Assurance scheme provides all Employees in the UK with a lump sum on death;
- Income Protection for Employees in the UK;
- Company credit card, travel and expense reimbursement is addressed in the Global Travel & Expense policy which is available on Bionet;
- Company car, if applicable, will be addressed in separate to be communicated car policy.

Bioventus reserves the right in its absolute discretion to withdraw with or without replacement, amend or vary any of these benefits (except where Bioventus is legally required to provide a minimum level of one of these benefits) at any time in which case, Bioventus shall not be liable to provide any benefit or compensation. The Employee's receipt of any of the above benefits or participation in any such schemes is subject always to the terms of that plan/scheme and the rules of any insurer/provider. If the Employee is declined any of these benefits, or they are discontinued, by the scheme provider or insurer, Bioventus shall not be liable to provide any benefit or compensation in lieu thereof.

3 Health, Safety and Working Environment

3.1 Hazard and Safety Risks Bioventus Offices

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 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, Employees should contact their host to provide them 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.

All Employees which are home workers are requested to conduct a risk assessment for their home office. More details can be found in Attachment I Health and safety policy or online at www.hse.gov.uk (UK) and www.hsa.ie (Ireland). Company emergency response team members should not be consulted on non-urgent medical problems which are best dealt with by an individual's own family doctor.

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

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 ensure 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 on the basis of age, disability, gender reassignment, marital, family or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin (including but not limited to membership of the Traveller Community), 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.

4.3 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 chapter 5 Anti-harassment and Bullying Policy.

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.

4.4 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 (in this Employee Handbook). 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 under chapter 5.

Allegations regarding potential breaches of the Equal Opportunities Policy will be treated in confidence and investigated in accordance with the relevant procedure (although anonymity may not be possible in order to conduct the investigation fairly). 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 chapter 12, Disciplinary Procedure.

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 (in this Employee Handbook). In some cases, it may amount to gross misconduct leading to summary dismissal.

The Equality Act 2010 prohibits harassment related to the Protected Characteristics (in Ireland, it is the Equal Status Act 2000, as amended). For more information, see the Equal Opportunities Policy under chapter 4.1. In the UK, the Protection from Harassment Act 1997 also makes it unlawful to pursue a course of conduct which you know or ought to know would be harassment, which includes causing someone alarm or distress and under the Health and Safety at Work Act 1974. Employees are entitled to a safe place and system of work.

Employees may in some cases be legally liable for harassment of colleagues or third parties including customers, and may be ordered to pay compensation by a court or employment tribunal.

Attachment II Harassment and Bullying Procedure provides more insight on the relevant procedure

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:

- 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;
- unwelcome sexual advances or suggestive behaviour (which the harasser may perceive as harmless), and suggestions that sexual favours may further a career or that a refusal may hinder it;
- continued suggestions for social activity after it has been made clear that such suggestions are unwelcome;
- 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);

- offensive or intimidating comments or gestures, or insensitive jokes or pranks;
- mocking, mimicking or belittling a person's disability;
- racist, sexist, homophobic or ageist jokes, or derogatory or stereotypical remarks about a particular ethnic or religious group or gender;
- outing or threatening to out someone as gay or lesbian; or
- 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:

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

Legitimate, reasonable and constructive criticism of a worker's performance or behaviour, 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

Bioventus is committed to an ethical work environment and maintaining the highest standards of integrity in our dealings with our customers, Employees, suppliers, distributors, and our communities. Our Code of Conduct contains general guidelines for conducting business with the highest standards of ethics.

In situations where Employees prefer to place an anonymous report, they are encouraged to use Bioventus' Ethics and Advice line available at bioventusglobal.ethicspoint.com. The Ethics and Advice

Line is hosted by a third party hotline provider, EthicsPoint. Importantly, the Employee's concerns will be heard and Bioventus will ensure no action is taken against them for making a good faith report of actual or suspected misconduct. Anyone who engages in retaliation against someone who asks questions or voices a concern will face discipline, up to and including termination.

If the Employee wishes to make a formal non-anonymous 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 (although anonymity may not be possible in order to conduct the investigation fairly). 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 (under the same rules as in the Grievance Procedure in this Employee Handbook), 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 (under the same rules as in the Disciplinary Procedure in this Employee Handbook).

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

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.

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.

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 (under the same rules as in the Grievance Procedure in this Employee Handbook).

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 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 Illness

6.1 Procedure

In the event of absence due to illness, it is important that the Employee calls their line manager before the shift starts but no later than 9:00 AM of their first day of illness that they 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 should report the sickness to HR also by phone. If the Employee cannot get a hold of the manager or HR, they should keep on trying so that the sickness is reported before 10:00 AM. When an Employee calls in sick by email or SMS, no Company Sick Pay (as described below) will normally 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 the Employee is unable to speak to their line manager or HR e.g. because they are in hospital, the Employee should ensure that a family member or friend contacts their line manager or HR on their behalf.

Line managers are required to inform HR of any illness immediately and on-going.

It is up to the Employee to make an office note on their email with a forwarding point of contact.

We care about our staff and so employees should expect to be contacted by their line managers during sick leave to 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.

Where an Employee is unable to work because of sickness or injury, the following documentation must be completed and returned to HR:

- United Kingdom
 - In respect of a continuous absence of 7 calendar days or more (including weekends and bank holidays) - one or more medical certificates called Statement of fitness for work note, issued by a medical practitioner, for the duration of the absence, together with a self-certification form. In such circumstances, an Employee must continue to submit regular medical certificates to cover the absence and keep Bioventus generally informed of their condition and of when they expect to return to work. Bioventus reserves the right to contact Employees at home during a period of sickness absence.
- Ireland
 - Employees are required to provide a medical certificate to HR after two or more consecutive working days of absence.

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.

In the UK, if an Employee is unable to work due to illness the Employee may be entitled to Statutory Sick Pay (SSP) in accordance with the prevailing rules of the statutory sick pay scheme. The Employees in both the UK and Ireland may also be eligible to be considered for enhanced Company Sick Pay by Bioventus . Any Company Sick Pay would be paid at an amount equal to the Employee's normal basic

salary and would include any entitlement to SSP (if applicable) or any benefits provided by virtue of any income protection scheme. Any Company Sick Pay would be paid at the following rates:

- Less than 3 years' service, 1 week's pay at 100%, then 26 weeks' pay at 50%
- More than 3 years' service, 26 weeks' pay at 100%

All payment of Company Sick Pay is discretionary. Employees will not be eligible to receive Company Sick Pay if they are subject to disciplinary proceedings or a performance improvement process.

The Company reserves the right to ask the Employee at any stage of absence to produce a medical certificate and/or undergo a medical examination. The Employee agrees that any report produced in connection with any such examination may be disclosed to the Company and the Company may discuss the contents of any such report with the relevant doctor.

If, in the event of illness/incapacity to work, the Employee does not: (i) comply with the procedures and applicable arrangements; or (ii) does not cooperate in their recovery or return to work, this can lead to disciplinary action, up to and including dismissal, and may lead to the non-payment or withdrawal of any Company Sick Pay.

6.2 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 and no more than 20 days of leave can carry over from one holiday year to the next in cases of long term sickness absence.

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

6.3 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 established.

BCerta delivers range of Occupational Health services. Attachment II Information leaflet occupational health contains more details on the Bioventus-BCerta collaboration. In case of any questions please contact HR or BCerta.

7 Holiday and Leave

7.1 Holidays

In the UK full-time Employees are entitled to 25 days' paid holiday per year excluding bank holidays. In Ireland full-time Employees are entitled to 23 days' paid holiday per year excluding public 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.

After five years' service the annual holiday entitlement for full-time Employees increases to 26 working days per annum, rising to 27 working days per annum after ten years of service and to 28 working days per annum after fifteen years' service. The increased holiday entitlement will apply from the beginning of the holiday year in which the Employee reaches the relevant service milestone.

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 (unless otherwise provided for by law). 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 a maximum of five days which must be used in Q1 of the following year. 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.

Where public/bank holidays have to be given up because an Employee is required to attend work, a day off in lieu will be granted by the line manager. Public/bank holidays are published on Bionet.

7.2 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.

7.3 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, the line manager will re-allocate this time as sick leave and adjust the Employee's holiday balance accordingly.

7.4 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 immediate family, i.e. parents, spouse or partner, children (including step children, adoptive or foster children) or where the Employee is the primary organiser of funeral plans - from the day of decease until the day of the funeral or cremation; and
- for extended family, i.e. in-laws, aunts, uncles, grandparents, grandchildren, where the Employee is not the primary organiser of funeral plans - one 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.

If an Employee loses a child, they may also be entitled to statutory parental bereavement leave and pay. If an Employee requires further details, they should speak to HR. Should we make changes here then?

7.5 Time Off for Family Emergencies

7.5.1 United Kingdom

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;
- to take action 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.

This policy applies to time off to take action which is necessary because of an immediate or unexpected crisis. This policy does not apply where an Employee needs to take planned time off or provide longer-term care for a dependant.

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 one or two days in most cases. 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.

7.5.2 Ireland, Force Majeure Leave

In Ireland, 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 of:

- Up to three days in any consecutive 12 months; or
- 5 days in any 36 consecutive months.

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.

7.6 Carer's Leave

All Employees (irrespective of their length of service) are entitled to take one week of unpaid carer's leave in any 12-month rolling period to provide or arrange care for a dependant with a long-term care need. The minimum period of carer's leave Employees may take at one time is half a working day and the maximum period Employees may take is one continuous week. Carer's leave does not need to be taken on consecutive days.

A dependant for the purposes of this policy is:

- the Employee's spouse, civil partner, parent or child;
- a person who lives in the same household as the Employee, but who is not a tenant, lodger, boarder or employee; or
- anyone else who reasonably relies on the Employee to provide or arrange care.

A dependant has a long-term care need if:

- they have an illness or injury (whether physical or mental) that requires, or is likely to require, care for more than three months;
- they have a disability for the purposes of the Equality Act 2010; or

- they require care for a reason connected with their old age.

Employees must give their Line Manager notice of their intention to take carer's leave, ideally in writing. Employees should give us as much notice as they can of their intention to take carer's leave.

Although the Company will always try to accommodate Employees' requests for carer's leave, we might postpone a requested period of carer's leave where the requested leave would unduly disrupt our business, for example, where:

- the Employee wishes to take carer's leave during a peak period;
- a number of employees wish to take leave at the same time;
- the Employee works at that time is of importance to a time-critical project; or
- cover for the Employee's work cannot be found before the date on which their carer's leave is due to start.

If we need to postpone the request for carer's leave, the Company will consult with the Employee about alternative dates for their taking carer's leave. Such alternative period of carer's leave will be for the same period as that set out in their original request for leave and shall begin at a mutually convenient time within one month of their requested start date.

The Company will notify the Employee in writing of the reason for postponement and the new agreed dates for their carer's leave, no later than the earlier of either:

- seven days after receipt of their request for leave; or
- before the earliest day or part day requested in their request for leave.

7.7 Jury Service

If an Employee is called for jury service, they should inform their line manager and HR as soon as possible. The Company will maintain their salary for up to [7] days, in the case of UK Employees by supplementing the juror's allowance. The Employee should show HR the Court notification documents and also detail their loss of earnings during the period they attend jury service. In exceptional circumstances, an Employee may be able to write to the Court asking that their attendance be deferred.

7.8 Public Duties

Employees have a statutory right to take reasonable time off work unpaid to carry out certain public duties.

The Company, however, recognizes the value of this commitment to the community and will consider allowing paid time off for public duties (e.g. acting as a JP, school governor, etc.) providing the time is not excessive. However, Employees are required to give at least one month's notice. Whether or not the Company decides to allow paid time off is entirely in the line manager's discretion. Merely because the Company has allowed an Employee to take paid time off in the past or because other Employees have been allowed to take paid time off is immaterial in deciding whether or not any particular request for paid time off for public duties should be granted.

7.9 HM Reserve Forces Leave

Members of the British Army, Navy or Air Force Volunteer Reserve or other auxiliary forces may be granted up to five days paid leave to undertake full-time training or attend camp, providing official notification is produced. Authorization must be obtained in writing in advance from the line manager.

The law imposes certain obligations in relation to Employees in the Reserve Forces and the Company will comply with those.

7.10 Unpaid Leave

Where Employees have exhausted all holiday entitlements and as a result of unplanned events seek additional unpaid leave, Employees should request unpaid leave in written addressed to Human Resources. Human Resources will assess the reason for the request with the line manager 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.

8 Family Leave - UK

The below procedures in this chapter only apply to Employees in the UK.

If the Employee fails to give proper notification under any of the policies in this chapter without good reason, or attempts to act dishonestly or otherwise not in good faith in respect of any of the policies in this chapter, Bioventus may regard this as a disciplinary matter and the Employee's entitlement to pay and benefits may be affected.

For each of the policies in this chapter, equivalent leave is available for those adopting a child, and in some instances, equivalent leave is also available when fostering a child with a view of possible adoption (in certain circumstances) or having a child through a surrogate mother – for more information on this, the Employee should contact HR.

8.1 Maternity Leave

Employees have a statutory right to take up to 52 weeks of maternity leave (26 weeks Ordinary Maternity Leave (OML) and 26 weeks Additional Maternity Leave (AML)).

8.1.1 Prior to Maternity Leave

Employees must inform the Company that they are pregnant as soon as possible. This is important as there may be health and safety implications. The Employee is also entitled to take reasonable time off during their normal working hours to receive ante-natal care whilst they are pregnant, details of which can be obtained from HR.

Before the end of the fifteenth week before the week that the Employee expects to give birth (Qualifying Week), or as soon as possible thereafter, the Employee must notify HR, in writing:

- the week in which the child is due – expected week of childbirth (EWC); and
- when they want their maternity leave to start.

HR will usually respond within 28 days, and will include in its response the date on which the Company expects the Employee to return to work if they take their full entitlement to maternity leave. The Employee may still choose to return on a different date provided that a minimum of eight weeks' notice before the new date.

The Employee must also provide their MATB1 form (or equivalent) confirming the EWC, which will be issued from a registered medical practitioner or midwife, when it is available.

8.1.2 Starting Maternity Leave

Employees can choose to begin their maternity leave as early as the eleventh week before the EWC.

If the Employee wishes to change the date on which they intend to commence maternity leave, they must give at least 28 days' written notice (from the earlier of the existing start date or the new start date) of the new date. The Company will then write to the Employee within 28 days to confirm their new expected return date.

However, maternity leave will start earlier than that chosen date if:

- the Employee is ill wholly or partly because of the pregnancy and that illness is within four weeks of the EWC; or
- the baby is born earlier than notified (or before notification of maternity leave has been given),

where, in each case, maternity leave will start automatically on the following day.

The Company must be advised of the actual date of birth as soon as practicable. A minimum of two weeks leave must be taken after the birth of the baby.

8.1.3 During Maternity Leave – Pay

Employees with at least 26 weeks of continuous service at the Qualifying Week may qualify for Statutory Maternity Pay (SMP) (provided the other requirements for SMP are met) at the following rates:

- 90% of the actual average weekly earnings for the first 6 weeks;
- the appropriate SMP rate (set by the government each year) for 33 weeks; and
- no payment for the final 13 weeks.

The Company will pay enhanced maternity pay to Employees who qualify for SMP of 13 weeks' pay at the Employee's basic pay plus 13 weeks' pay at half of the Employee's basic pay (together, Company Maternity Pay). For these purposes basic pay is equal to the Employee's average earnings for the eight-week period prior to the Qualifying Week. Company Maternity Pay includes any entitlement to SMP.

Where earnings are inflated by a bonus payment paid during the eight-week period, the Company will calculate both: (i) the enhanced Company Maternity Pay entitlement, excluding bonus; and (ii) the SMP entitlement, including bonus, and the higher of the two will be paid.

SMP/Company Maternity Pay will be payable to the Employee monthly (as per salary) from the start of their maternity leave and is subject to deductions of tax, national insurance, loan repayments and pension contributions in the normal way.

8.1.4 During Maternity Leave – terms and conditions (except pay)

During maternity leave the Employee's contract of employment will continue. This will mean that most of the contractual benefits will continue to accrue except for remuneration.

The Employee's holiday entitlement will continue to accrue at the rate set out in the Employee's contract of employment. If the holiday year is due to end during the period of maternity leave, the Employee should try to take the full year's entitlement before starting their maternity leave but if that is not possible, holiday entitlement which accrues must be taken within twelve months of an Employee's return to work.

If the Employee is a member of the Bioventus Pension plan, the Company will continue to make employer contributions during OML and any period of paid AML, based on the Employee's normal salary, in accordance with the pension scheme rules. Employee contributions will be deducted from maternity pay and will be based on the amount of maternity pay that the Employee receives.

8.1.5 During Maternity Leave – Contact and Keeping In Touch Days

During the Employee's maternity leave the Company may make reasonable contact with the Employee from time to time, and may consider that it is appropriate that the Employee is offered the opportunity to keep up to date with the developments in their department whilst they are absent. Employees on maternity leave will continue to be circulated with newsletters.

Employees are entitled to do up to ten days' work during their maternity leave without losing maternity pay or bringing the leave to an end, called 'keeping in touch' (KIT) days. These days can be used for normal day to day work or to attend a training session and Employees will receive full basic salary for any days' worked (inclusive of any SMP and/or Company Maternity Pay). KIT days may only be worked if both the Employee and the Company agree in advance through HR and their line manager. Employees should be aware that whether they work for one hour or for the whole day, this will count as one KIT day.

8.1.6 Returning After Maternity Leave

An Employee who is due to return to work at the end of AML or on the earlier return date they have notified to the Company does not need to notify the Company in advance of the date of their return.

If an Employee wishes to return to work before the end of their AML period, or before the date previously notified by them (i.e. the Employee has changed their mind) they must give HR at least eight weeks' advance notice of the revised date of their return. If they do not do this, the Company reserves the right to postpone their 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 their AML period.

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

8.1.7 Not Returning After Maternity Leave

If the Employee decides during the maternity leave period that they do not wish to return to work, written notice must be given to their line manager and HR in accordance with the contract of employment.

Should an Employee decide not to return to Bioventus, but take up paid employment after the birth of their baby or during the period that they are in receipt of SMP it is the Employee's duty to advise their line manager and HR. Bioventus will cease to pay any further SMP from the Saturday before the week in which the Employee commences their other duties.

8.2 Paternity Leave

This policy sets out the statutory right for Employees to take one or two weeks off of work as paternity leave on the birth of a child. Only one period of leave is available to Employees irrespective of whether more than one child is born as a result of the same pregnancy.

Paternity leave is also available on the adoption of a child – please ask HR for details.

Those taking paternity leave may also be entitled to time off to accompany their partner to antenatal appointments or to attend adoption appointments. For more information please speak to HR.

8.2.1 Entitlement

Paternity leave is available to Employees who have been continually employed by the Company for at least 26 weeks ending with the Qualifying Week and they are:

- the biological father and they expect to have some responsibility for the child's upbringing, or
- the mother's Partner and they expect to have main responsibility with the mother for the child's upbringing.

In the event of a premature birth (where the child is born earlier than the Qualifying Week), an Employee is still treated as having the required service above, if they would have been continually employed by the Company for 26 weeks or more at the time of the Qualifying Week.

8.2.2 Notification Requirements

The Employee must provide the Company with the following information in writing no later than 15 weeks before the EWC or as soon as reasonably possible:

- the EWC;
- whether they intend to take one or two weeks' leave; and
- the date on which they want their paternity leave to start.

The Employee may change the date on which they want their paternity leave to start providing they give the Company at least 28 days' notice before the leave is due to start or, if this is not possible, as much notice as they can.

8.2.3 Starting Paternity Leave

In all cases, the Employee must notify the Company in writing as soon as possible after the child's birth of the date on which the child was born.

Employees cannot start paternity leave earlier than the birth of their baby. Subject to complying with the notice provisions set out below, Employees can begin their period of leave on:

- the date on which the child is born;
- a specified number of days after the child's birth; or
- a pre-determined date which falls after the first day of the EWC.

Leave must finish within 52 weeks of the birth. (This period can change slightly if an Employee's baby is born early and in such circumstances the Employee should contact HR).

If the Employee has elected to start paternity leave on the date the child is born and they are at work on that date, leave will start the following day.

8.2.4 During Paternity Leave - pay

Statutory paternity pay (SPP) is payable during paternity leave provided the Employee has at least 26 weeks' continuous employment ending with the Qualifying Week (and the other requirements for SPP are met). The rate of SPP is set by the government each tax year.

The Company operates an enhanced paternity pay scheme whereby Employees receive full basic pay during paternity leave, which includes any entitlements to SPP.

SPP/Company paternity pay will be payable to the Employee subject to deductions of tax, national insurance, loan repayments and pension contributions in the normal way.

8.2.5 During Paternity Leave – terms and conditions (except pay)

During paternity leave the Employee's contract of employment will continue. This will mean that most of the contractual benefits will continue to accrue except for remuneration.

The Employee's holiday entitlement will continue to accrue at the rate set out in the Employee's contract of employment. If the holiday year is due to end during the period of paternity leave, the Employee should try to take the full year's entitlement before starting the paternity leave but if that is not possible, holiday entitlement which accrues must be taken within twelve months of an Employee's return to work.

If the Employee is a member of the Bioventus Pension plan, the Company will continue to make employer contributions during paternity leave, based on the Employee's normal salary, in accordance with the pension scheme rules. Employee contributions will be deducted from paternity pay and will be based on the amount of paternity pay that the Employee receives.

8.3 Shared parental leave

This policy outlines the arrangements for shared parental leave (SPL) and pay in relation to the birth of a child.

SPL gives Employees and their partners more flexibility in how to share the care of their child in the first year after birth than if they were simply taking maternity or paternity leave. If they are both eligible, they

will be able to choose how to split the available leave between them, and can decide to be off work at the same time or at different times. Employees and their partners may be able to take leave in more than one block.

The total amount of SPL available is 52 weeks, less the weeks spent by the child's mother on maternity leave (or the weeks in which the mother has been in receipt of SMP or MA if they are not entitled to maternity leave).

8.3.1 Eligibility

Employees are entitled to SPL in relation to the birth of a child if the Employee is:

- the child's mother, and shares the main responsibility for the care of the child with the child's father or with their partner;
- the child's father and shares the main responsibility for the care of the child with the child's mother; or
- the mother's partner and shares the main responsibility for the care of the child with the mother (where the child's father does not share the main responsibility with the mother).

The following conditions must also be fulfilled:

- the Employee must have at least 26 weeks continuous employment with Bioventus by the end of the Qualifying Week, and still be employed by Bioventus in the week before the leave is to be taken;
- the other parent must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the EWC and had average weekly earnings of at least £30 during 13 of those weeks; and
- the Employee and the other parent must give the necessary statutory notices and declarations as summarised below, including notice to end any maternity leave, SMP or maternity allowance (MA) periods.

8.3.2 Opting in to SPL

If the Employee is the child's mother:

The Employee must give Bioventus at least eight weeks' written notice to end their maternity leave (a curtailment notice) before they can take SPL. They can give the notice before or after they give birth, but they cannot end their maternity leave until at least two weeks after birth.

The Employee must also give Bioventus, at the same time as the curtailment notice, a notice to opt into the SPL scheme (which has prescriptive requirements as to what needs to be included) or a written declaration that the other parent has given their employer an opt-in notice and that the Employee has given the necessary declarations in that notice.

The other parent may be eligible to take SPL from their employer before the Employee's maternity leave ends, provided the Employee has given the curtailment notice.

The curtailment notice is binding and cannot usually be revoked (although there are some exceptions which HR can explain to the Employee if the Employee wishes to do this). Once the Employee has revoked a curtailment notice they will be unable to opt back into the SPL scheme (unless it was given before birth and it is revoked within the 6 weeks after birth).

If the Employee is the child's father or mother's partner:

If the Employee is not the mother, but the mother is still on maternity leave or claiming SMP or MA, the Employee will only be able to take SPL once the mother has either:

- returned to work;
- given their employer a curtailment notice to end their maternity leave or SMP (if they are entitled to SMP but not maternity leave) or

- given the benefits office a curtailment notice to end their MA (if they are not entitled to maternity leave or SMP).

8.3.3 Booking SPL

Generally leave must be taken in blocks of at least one week. Having opted into the SPL system, Employees must book their leave by giving Bioventus “period of leave notices”. Employees can give up to three period of leave notices. There are particular rules on how period of leave notices should be provided, what they should cover, and whether Bioventus has to grant the leave request or can discuss this with the Employee, which HR can explain to Employees at the time.

Generally, SPL dates can be requested, changed, or cancelled, and SPL periods can be combined or split out, by the Employee notifying Bioventus in writing at least eight weeks before the earlier of the date they are changing from or to.

Where the child is born early (before the beginning of the EWC), an Employee may be able to start SPL in the eight weeks following birth even though they cannot give eight weeks' notice. HR can provide details of this if it is applicable.

8.3.4 During SPL - pay

Employees may be able to claim Statutory Shared Parental Pay (ShPP) of up to 39 weeks (less any weeks of SMP or MA claimed by the Employee or their partner) if the Employee has at least 26 weeks' continuous employment with Bioventus at the end of the Qualifying Week and their average earnings are not less than the lower earnings limit set by the government each tax year. ShPP is paid by employers at a rate set by the government each year.

The Employee should tell Bioventus in their period of leave notice(s) whether they intend to claim ShPP during their leave (and if applicable, for what period). If it is not in the Employee's period of leave notice the Employee can tell Bioventus in writing, at least eight weeks before they want ShPP to start.

The Company will pay enhanced shared parental pay to Employees who qualify for ShPP of 13 weeks' pay at the Employee's basic pay plus 13 weeks' pay at half of the Employee's basic pay (together, Company Shared Parental Pay). Any period of Company Maternity Pay or Company Paternity Pay for the same child will count towards your Company Shared Parental Pay entitlement. For these purposes basic pay is equal to the Employee's average earnings for the eight-week period prior to the Qualifying Week. Company Shared Parental Pay includes any entitlement to ShPP.

Where earnings are inflated by a bonus payment paid during the eight-week period, the Company will calculate both: (i) the enhanced Company Shared Parental Pay entitlement, excluding bonus; and (ii) the ShPP entitlement, including bonus, and the higher of the two will be paid.

ShPP/Company Shared Parental Pay will be payable to the Employee monthly (as per salary) from the start of their maternity leave and is subject to deductions of tax, national insurance, loan repayments and pension contributions in the normal way.

8.3.5 During SPL – terms and conditions (except pay)

During SPL the Employee's contract of employment will continue. This will mean that most of the contractual benefits will continue to accrue except for remuneration.

The Employee's holiday entitlement will continue to accrue at the rate set out in the Employee's contract of employment. If the holiday year is due to end during the period of SPL, the Employee should try to take the full year's entitlement before starting the paternity leave but if that is not possible, holiday entitlement which accrues must be taken within twelve months of an Employee's return to work.

If the Employee is a member of the Bioventus Pension plan, the Company will continue to make employer contributions during SPL, based on the Employee's normal salary, in accordance with the pension scheme rules. Employee contributions will be deducted from SPL and will be based on the amount of shared parental pay that the Employee receives.

8.3.6 During SPL – Contact and Keeping In Touch Days

During the Employee's SPL leave the Company may make reasonable contact with the Employee from time to time, and may consider that it is appropriate that the Employee is offered the opportunity to keep up to date with the developments in their department whilst they are absent. Employees on SPL will continue to be circulated with newsletters.

Employees are entitled to do up to 20 days' work during their SPL without losing SPL/Company Shared Parental Pay or bringing the leave to an end, called 'shared parental leave in touch' (SPLIT) days. This is in addition to any KIT days that the Employee may have taken during maternity leave. These days can be used for normal day to day work or to attend a training session and Employees will receive full basic salary for any days' worked (inclusive of any ShPP and/or Company Shared Parental Pay). SPLIT days may only be worked if both the Employee and the Company agree in advance through HR and their line manager. Employees should be aware that whether they work for one hour or for the whole day, this will count as one SPLIT day.

8.3.7 Returning to work

If the Employee wants to end a period of SPL early, they must give Bioventus eight weeks' written notice of the new return date. If the Employee has already given Bioventus three period of leave notices they will not be able to end their SPL early without Bioventus' agreement.

If the Employee wants to extend their SPL, assuming they still have unused SPL entitlement remaining, the Employee must give Bioventus a written period of leave notice at least eight weeks before the date they were due to return to work. If the Employee has already given Bioventus three period of leave notices the Employee will not be able to extend their SPL without Bioventus' agreement.

An Employee who does not wish to return to work after paternity leave and/or shared parental leave should give the Company the notice required under their contract of employment.

8.4 Parental Leave

This policy sets out Employees' rights to take up to 18 weeks unpaid parental leave to care for each of their children, which can be taken in week blocks any time before a child's 18th birthday.

8.4.1 Eligibility

Employees are eligible to take parental leave if they:

- have at least one year's continuous service;
- have, or expect to have, responsibility for a child (meaning that they:
 - are the child's biological mother or father, whether or not they are living with the child;
 - are the child's adoptive parent; or
 - otherwise have legal responsibility for the child, e.g. if they are the child's guardian); and
- take the parental leave for the purpose of undertaking the primary care of the child.

8.4.2 When Parental Leave May be Taken

Parental leave can be taken up to the child's 18th birthday. Eligible Employees are entitled to take up to 18 weeks' parental leave in relation to each child.

In most cases, the maximum period of parental leave that may be taken by any Employee in respect of each child in any one parental leave year is four weeks and parental leave must be taken in blocks of not less than one week. For these 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.

Special rules apply where the child is disabled, which for these purposes means entitled to a disability living allowance, armed forces independence allowance or personal independence payment. The Employee can take parental leave in respect of that child in blocks of less than one week. However, there is still a limit of four weeks a year for each child and 18 weeks in total for each child.

8.4.3 Notification Requirements

An Employee must notify Bioventus of their intention to take parental leave in writing at least 21 days prior to taking the leave, including the exact dates on which the period of leave is to begin and end.

Employees must tell Bioventus of any parental leave they have taken while working for another employer as this counts towards their 18-week entitlement.

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.

8.4.4 Evidence of entitlement

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; and
- 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.

8.4.5 Postponement of Parental Leave

The Company reserves the right to postpone or reduce the length of parental leave where necessary for compelling business reasons. HR will notify the Employee of any postponement of or the reduction in parental leave, the reason for it and the new leave dates 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) within six months of the date of the postponement or reduction in leave and before the child's 18th birthday.

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.

8.4.6 Rights during Parental Leave

Parental leave is unpaid. The Employee's employment contract will remain in force, and holiday entitlement will continue to accrue. An Employee's line manager will seek to ensure that during the

period that the Employee is absent from work on parental leave will be kept up to date with relevant training information, bulletins, key minutes and agendas and will be invited to relevant social events.

9 Family Leave - Ireland

The below procedures in this chapter only apply to Employees in Ireland.

If the Employee fails to give proper notification under any of the policies in this chapter without good reason, or attempts to act dishonestly or otherwise not in good faith in respect of any of the policies in this chapter, Bioventus may regard this as a disciplinary matter and the Employee's entitlement to pay and benefits may be affected.

For each of the policies in this chapter, equivalent leave is available for those adopting a child, and in some instances, equivalent leave is also available when fostering a child with a view of possible adoption (in certain circumstances) or having a child through a surrogate mother – for more information on this, the Employee should contact HR.

9.1 Maternity Leave

Employees have a statutory right to take up to 42 weeks of maternity leave (26 weeks Ordinary Maternity Leave (OML) and 16 weeks Additional Maternity Leave (AML)).

9.1.1 Prior to Maternity Leave

Employees must inform the Company that they are pregnant as soon as possible. This is important as there may be health and safety implications. The Employee is also entitled to take reasonable time off during their normal working hours to receive ante-natal care whilst they are pregnant, details of which can be obtained from HR. The Employee must give the Company notice of the time off they intend to take for ante-natal care, and at least two weeks before the appointment.

The Employee must inform HR of the date they would like to start maternity leave at least four weeks prior to beginning their maternity leave.

HR will usually respond within 14 days, and will include in its response the date on which the Company expects the Employee to return to work if they take their full entitlement to maternity leave. The Employee may still choose to return on a different date provided that a minimum of four weeks' notice is given to the Company before the new date.

If the baby is born more than four weeks before the due date, the Employee will have fulfilled the notice requirements if they give the Company written notice that the baby has been born within 14 days of the birth.

The Employee must also provide an appropriate medical certificate confirming the expected date of childbirth, which will be issued from a registered medical practitioner or midwife, when it is available.

9.1.2 Starting Maternity Leave

By law, the Employee must start OML no later than 2 weeks before the end of the week of the baby's expected birth and must not end their maternity leave until at least four weeks after the end of the week of the baby's expected birth. The Employee can decide how they would like to take the remaining weeks.

If a doctor certifies the Employee as needing to start maternity leave early for medical reasons, the Employee's maternity leave will start on the earlier date as specified on the medical certificate. In this case the Employee is considered to have complied with the notice requirements.

9.1.3 During Maternity Leave – Pay

The Employee may qualify for Maternity Benefit from the Department of Employment Affairs and Social Protection provided they have enough PRSI contributions.

Employees with at least 26 weeks of continuous service at the expected date of childbirth may be entitled to enhanced maternity pay by the Company.

The Company will pay enhanced maternity pay at the rate of 13 weeks' pay at the Employee's basic pay plus 13 weeks' pay at half of the Employee's basic pay (together, Irish Company Maternity Pay). For these purposes basic pay is equal to the Employee's basic salary only (excluding any bonus, commission or overtime).

Irish Company Maternity Pay will be payable to the Employee monthly (as per salary) from the start of their maternity leave and is subject to deductions of tax, PRSI, loan repayments and pension contributions as required.

9.1.4 During Maternity Leave – terms and conditions (except pay)

During maternity leave the Employee's contract of employment will continue. This will mean that most of the contractual benefits will continue to accrue except for pay and superannuation.

The Employee's holiday entitlement will continue to accrue at the rate set out in the Employee's contract of employment. If the holiday year is due to end during the period of maternity leave, the Employee should try to take the full year's entitlement before starting their maternity leave but if that is not possible, holiday entitlement which accrues must be taken within twelve months of an Employee's return to work.

9.1.5 During Maternity Leave – Contact and Keeping In Touch Days

During the Employee's maternity leave the Company may make reasonable contact with the Employee from time to time, and may consider that it is appropriate that the Employee is offered the opportunity to keep up to date with the developments in their department whilst they are absent. Employees on maternity leave will continue to be circulated with newsletters.

The Company considers that reasonable contact means the Employee being able to do up to ten days' unpaid work during their maternity leave. These days can be used for normal day to day work or to attend a training session. Any contact days should be agreed in advance through HR and the line manager.

9.1.6 Returning After Maternity Leave

An Employee who is due to return to work at the end of AML or on the earlier return date they have notified to the Company does not need to notify the Company in advance of the date of their return.

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

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

9.1.7 Not Returning After Maternity Leave

If the Employee decides during the maternity leave period that they do not wish to return to work, written notice must be given to their line manager and HR in accordance with the contract of employment.

9.2 Paternity Leave

This policy sets out the statutory right for Employees to take one or two consecutive weeks off of work as paternity leave on the birth of a child. Only one period of leave is available to Employees irrespective of whether more than one child is born as a result of the same pregnancy.

Paternity leave is also available on the adoption of a child – please ask HR for details.

Those taking paternity leave may also be entitled to time off to accompany their partner to antenatal appointments or to attend adoption appointments. For more information please speak to HR.

9.2.1 Entitlement

Paternity leave is available to all Employees regardless of length of service.

9.2.2 Notification Requirements

The Employee must provide the Company with the following information in writing no later than four weeks before the start date on which they want the paternity leave to start:

- the expected date of childbirth;
- whether they intend to take one or two weeks' leave; and
- the date on which they want their paternity leave to start.

The Employee may change the date on which they want their paternity leave to start providing they give the Company at least four weeks' notice before the leave is due to start or, if this is not possible, as much notice as they can.

9.2.3 Starting Paternity Leave

In all cases, the Employee must notify the Company in writing as soon as possible after the child's birth of the date on which the child was born.

Employees cannot start paternity leave earlier than the birth of their baby. Subject to complying with the notice provisions, Employees can choose to take paternity leave at any time in the 26 weeks following the birth.

If the Employee has elected to start paternity leave on the date the child is born and they are at work on that date, leave will start the following day.

9.2.4 During Paternity Leave - pay

The Employee may qualify for Paternity Benefit from the Department of Employment Affairs and Social Protection provided they have enough PRSI contributions.

The Company operates an enhanced paternity pay scheme whereby Employees receive full basic pay during paternity leave.

Company paternity pay will be payable to the Employee subject to deductions of tax, PRSI, loan repayments and pension contributions in the normal way.

9.2.5 During Paternity Leave – terms and conditions (except pay)

During paternity leave the Employee's contract of employment will continue. This will mean that most of the contractual benefits will continue to accrue except for pay and superannuation.

The Employee's holiday entitlement will continue to accrue at the rate set out in the Employee's contract of employment. If the holiday year is due to end during the period of paternity leave, the Employee should try to take the full year's entitlement before starting the paternity leave but if that is not possible, holiday entitlement which accrues must be taken within twelve months of an Employee's return to work.

9.3 Parent's leave

9.3.1 Eligibility

Employees whose child is born or adopted on or after 1 November 2019 are entitled to take two weeks of unpaid parent's leave. Parent's leave may be taken either as one continuous two-week period, or two discrete periods of one week each. The leave must be taken within the first year of the child being born or adopted. Employees proposing to take parent's leave are required to give six weeks' notice in writing to the Company, setting out when they propose to commence parent's leave and the duration of the leave. If the child is born more than four weeks early this notice requirement is reduced to seven days.

Parent's leave may only be taken after entitlements to maternity leave, paternity leave and adoptive leave have ended.

9.3.2 Postponement

The Company has the right to postpone parent's leave for up to 12 weeks from the Employee's proposed commencement date. If taking parent's leave at the time proposed by the Employee would have a 'substantial adverse effect on the operation of the business' the Company will notify the Employee four weeks before the commencement of the leave stating which of the below grounds the Company is postponing the leave on:

- seasonal variations in the volume of work concerned;
- the unavailability of a person to carry out the duties of the Employee in the employment during the period of the leave (or the specific nature of those duties);
- a large number of employees taking parent's leave at the same time; or
- 'any other relevant matters'.

9.3.3 Rights During Parent's Leave

The Employee may qualify for Parent's Benefit from the Department of Employment Affairs and Social Protection provided they have enough PRSI contributions

The Employee's employment contract will remain in force, and holiday entitlement will continue to accrue. An Employee's line manager will seek to ensure that during the period that the Employee is absent from work on parental leave will be kept up to date with relevant training information, bulletins, key minutes and agendas and will be invited to relevant social events.

9.4 Parental Leave

This policy sets out Employees' rights to take up to 22 weeks unpaid parental leave to care for each of their children, which can be taken any time before a child's 12th birthday. This entitlement will increase to 26 weeks from September 2020 (i.e. Employees with children who are under 12 will gain an extra four weeks of parental leave which they can use).

9.4.1 Eligibility

Employees are eligible to take parental leave if they:

- have at least one year's continuous service;
- have, or expect to have, responsibility for a child (meaning that they:
 - are the child's biological mother or father, whether or not they are living with the child;
 - are the child's adoptive parent; or
 - otherwise have legal responsibility for the child, e.g. if they are the child's guardian); and
- take the parental leave for the purpose of undertaking the primary care of the child.

9.4.2 When Parental Leave May be Taken

Parental leave can be taken up to the child's 12th birthday. Eligible Employees are entitled to take up to 22 weeks' parental leave in relation to each child (26 weeks from September 2020).

The leave period may be taken together or in two separate blocks of a minimum of six weeks each. There must be a gap of at least ten weeks between the blocks if that is how the Employee decides to take their leave.

9.4.3 Notification Requirements

An Employee must notify Bioventus of their intention to take parental leave in writing at least six weeks prior to taking the leave, including the exact dates on which the period of leave is to begin and end.

Employees must tell Bioventus of any parental leave they have taken while working for another employer as this counts towards their entitlement.

9.4.4 Evidence of entitlement

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; and
- 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.

9.4.5 Postponement of Parental Leave

The Company reserves the right to postpone or reduce the length of parental leave where necessary for compelling business reasons. HR will notify the Employee of any postponement of or the reduction in parental leave, the reason for it and the new leave dates 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) within six months of the date of the postponement or reduction in leave and before the child's 12th birthday.

9.4.6 Rights during Parental Leave

Parental leave is unpaid. The Employee's employment contract will remain in force, and holiday entitlement will continue to accrue. An Employee's line manager will seek to ensure that during the period that the Employee is absent from work on parental leave will be kept up to date with relevant training information, bulletins, key minutes and agendas and will be invited to relevant social events.

10 Flexible Working

This policy sets out the rights of UK Employees to request a change in working patterns and the procedures for making and responding to those requests and implements current legislation. Please note that it does not give Employees the right to change their working patterns. Irish Employees may use this policy as a guide if they wish to apply for flexible working.

10.1 Eligibility for Flexible Working

In order to make a request to work flexibly, the Employee must:

- not have made a formal request to work flexibly during the last 12 months; and
- not have a “live” request to work flexibly.

If eligible, the Employee will be able to request (amongst other things):

- a change to the hours worked;
- a change to the times when required to work;
- and/or to work from home if applicable.

10.2 The Application

Employees are only able to make two applications in any twelve-month period. An Employee must initiate the process by making an application in writing. The written application should be sent to HR at least two months prior to the date the Employee would like any change to working arrangements to take effect from.

The application should clearly set out:

- the desired changes to terms and conditions of employment;
- the reason for the request;
- the date on which the Employee proposes that the change should take effect;
- that it is a Flexible Working request; and
- whether a previous application has been made by the Employee to Bioventus and, if so, when.

An accepted application will mean a permanent change to the Employee’s terms and conditions of employment. It will be important therefore, before making an application that the Employee gives careful consideration to which working pattern the Employee is requesting, any financial implications it might have for the Employee in cases where the desired working pattern will involve a drop in salary, and any effects it will have on Bioventus’ business and how these might be accommodated.

If Bioventus agrees to the application on the terms set out in the Employee’s written application, the Employee will be notified in writing of this within a period of 28 days from the date that the written application is received.

10.3 Initial Meeting and Decision

If Bioventus does not agree to the application, or would like to discuss the application in more detail, a meeting will be held with the Employee within 2 months after the date on which the application is received.

Following this meeting, Bioventus will give written notice of its decision on the application within a period of 14 days after the date of the meeting. If Bioventus agrees to the application the notice will specify the contract variation agreed to, state the date on which the variation is to take effect, and set out the details

of any trial period. Where the decision is to refuse the application, the notice will specify grounds upon which the refusal is based and explain the appeal procedure.

10.4 The Appeal Process

Employees are entitled to appeal against the decision to refuse an application by giving written notice of the wish to appeal within 14 days after the date on which notice of the refusal is received. The appeal notice must set out the grounds of the appeal.

If the decision is to uphold the appeal, the Employee will be notified of this decision in writing within 14 days of the date upon which the appeal notice is received. The notice will specify the contract variation agreed to, state the date on which the variation is to take effect and set out the details of any trial period.

If the Company does not agree to the appeal, or wishes to discuss the appeal in more detail, a meeting will be held with the Employee to discuss the appeal within 14 days after the notice of appeal is received. HR shall notify the Employee in writing of the decision on the appeal within a period of 14 days after the date of the appeal meeting.

If the Company upholds the appeal, a notice will specify the contract variation agreed to and state the date on which the variation is to take effect. If the Company dismisses the appeal, the notice will specify the grounds for the decision and contain an explanation of why those grounds apply. Written notice of the appeal outcome is Bioventus' final decision.

10.5 Conduct of Meetings

In relation to all meetings held under this procedure the Company will endeavour to arrange the meeting so that the timing and the location of the meeting is convenient for both Bioventus and the Employee.

Both parties may agree to an extension of any of the time periods referred to in this procedure. Any agreement reached will be recorded in writing and a copy will be provided to the Employee. The record will specify what period the extension relates to and specify the date on which the extension is to end.

In relation to all of the meetings described in this policy, Employees have a right to be accompanied by colleague or a Trade Union Representative (under the same rules as in the Grievance Procedure in this Employee Handbook), other than in the event that the chosen companion will not be available at the time proposed for a meeting, the Employee must inform HR of this and propose an alternative time for the meeting, which shall be a time no later than seven days beginning with the first day after the day proposed by the Company.

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

10.6 Permitted Grounds for Refusal

The Company may base its refusal to agree to an Employee's request for flexible working on any of the following grounds:

- the burden of the additional cost to Bioventus;
- detrimental effect on the ability to meet customer demand;
- insufficiency of work during the periods the Employee proposes to work;
- planned structural changes to the business;
- an inability to re-organise work within available staffing;
- a detrimental impact on quality;
- a detrimental impact on performance;
- an inability to recruit extra staff; and

- such other grounds as the Secretary of State may provide for from time to time in Regulations.

10.7 Withdrawal of Application

The application will be treated under this procedure as being withdrawn if the Employee:

- notifies Bioventus orally or in writing that they wish to withdraw the application;
- has, without reasonable cause, failed to attend a scheduled meeting arranged in accordance with this procedure; and
- has, without reasonable cause, failed to provide the information necessary to enable the Company properly to assess the application, provided the Company has requested further information from the Employee since their initial written request.

Once an application has been withdrawn, the Employee will not be eligible to make another request for flexible working for twelve months from the date on which the application was made.

12 Leaving Bioventus

12.1 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.

12.2 Notice Period

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 try to take it during their notice period. 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 of employment, the Employee must ensure that they return all Company property to the relevant department. Employee must reach out to a department representative for shipment coordination.

Item	Department
Company Laptop & accessories	IT
Company Phone & accessories	IT
Company Car	Supply Chain
Company Fuel Card	Supply Chain
Credit Card	Finance
Trunk Stock	Customer Service
Marketing Materials	Marketing

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.

12.3 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.

12.4 Redundancy

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

13 Data

Bioventus undertakes to respect the privacy of the individual and has implemented strict procedures to protect the rights of the individual under data protection laws in force from time to time.

For details of how Employees' personal data is processed by Bioventus, please see the staff privacy notice on the intranet.

13.1 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.

13.2 Requests to Verify Employment Information

Should any other information be requested from third 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.

13.3 Electronic Record Retention

If an Employee is in possession of personal data (including, but not limited to, data held in spread sheets, 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 unauthorised persons. Employees should use secure filing cabinets and password protected computer applications as appropriate.

13.4 Compliance with Data Protection Laws and Policies

When Employees process personal data (whether relating to prospective, current or future Employees of Bioventus, clients or customers of Bioventus or any persons), they must at all times comply with any relevant policy or procedure issued by Bioventus from time to time (including but not limited to Bioventus' Records Retention policy) and only process personal data in accordance with relevant legislation in force from time to time.

14 Disciplinary Procedure

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.

14.1 Application of the Procedure

This procedure applies where Bioventus is contemplating disciplinary action i.e. action (up to and including dismissal) to address poor performance or misconduct.

14.2 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.

14.3 Disciplinary Process

14.3.1 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.

14.3.2 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.

14.3.3 Invitation to Disciplinary 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 in order to protect a witness in which case the Employee will be given as much information as possible). The Employee will normally be given reasonable 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.

14.3.4 Disciplinary Hearing

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 make every effort to attend the meeting. Failure to attend without good reason may be treated as misconduct.

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.

14.3.5 Decision and Sanction

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. 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.

14.3.6 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 make every effort 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 a reasonable period of the appeal meeting. There is no further right of appeal beyond this stage and the appeal decision is final.

14.4 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.

14.4.1 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.

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, Bioventus 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, they 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.

14.5 Disciplinary Action

Disciplinary action may take a number of forms: (the list below is not exhaustive)

- first written warning (for example for minor offences regarding behaviour or performance, where a previous offence has been repeated or where performance has not improved despite earlier warnings);
- 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 behaviour);
- dismissal (with notice) (for example, further or more serious repetition of behaviour which has previously led to a warning or failure to improve performance standards outlined in previous warning); or
- summary dismissal (without notice) (for example, for gross misconduct - 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.

We do not need to go through each of these stages in order and we may impose penalties at any level, or skip levels, at any time depending on the circumstances of the case. For example, there may be circumstances when a final written warning or dismissal is immediately justified, without previous warnings.

14.6 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:

- theft or fraud;
- falsification of documents;
- physical assault or threat of assault;
- harassment, discrimination or bullying of any kind;
- deliberate damage to, or serious misuse of, Bioventus’ property;
- persistent unwarranted absence;
- abuse of Bioventus’ computer system and/or a serious breach of the IT and email policy;
- dishonesty;
- serious professional misconduct;
- any behaviour damaging or potentially damaging to Bioventus’ reputation, whether this takes place at or outside work;
- breach of duties confidentiality or loyalty;
- serious breach of the Employee’s contract of employment;
- insubordination;
- serious breach of any of Bioventus’ policies or of the rules of anybody which regulates Bioventus;
- serious negligence;
- covert recording by Employees of any meeting (whether under a policy in this Employee Handbook or otherwise);
- breach of Health and Safety rules and regulations; and
- use of illegal drugs or incapacity at work due to alcohol or other substances.

15 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 (if applicable).

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.

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. The Employee raising the grievance will be informed that this is the case.

If the Employee wishes to make a protected disclosure in the public interest under the Public Interest Disclosure Act 1998 (in Ireland, the Protected Disclosure Act 2014), the Employee may do so either pursuant to the appropriate procedure in that Act, as explained under the Whistleblowing Policy (in this Employee Handbook), or under this Grievance Procedure.

For the avoidance of doubt, this Grievance Procedure should not be used to complain about dismissal or disciplinary action.

15.1 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.

15.2 The Grievance Procedure - Formal Stage

15.2.1 Grievance Letter

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 writing. 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 the line manager and HR. If the Employee is raising a grievance against their line manager, the letter should be sent to HR only.

15.2.2 Grievance meeting

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 colleague (see below).

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, who will also take notes. During the meeting the Employee will be given the opportunity to present the grounds for raising the grievance and state what the preferred outcome would be.

15.2.3 Further investigations (if necessary)

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 does not have a right to see or be provided with a copy of the minutes of other meetings held as part of the investigatory process.

15.2.4 Grievance outcome

The Employee will be informed about the outcome of the grievance procedure as soon as possible. The Employee will also be offered the right of appeal against the decision and notified of whom to write to should they wish to appeal.

15.2.5 Appeal

If the Employee is not satisfied with the decision, they may appeal by setting out in writing the basis of the appeal and sending this to the notified person within one week of the date on which he receives the decision. An appeal meeting will be arranged, at a reasonable time and place and within a reasonable period of the receipt of the Employee's appeal (allowing for any further investigation that may be necessary), to discuss the matter further. A member of HR will normally attend to take notes and provide any guidance required. The Employee should take all reasonable steps to attend the appeal meeting.

The individual who conducted the appeal meeting will normally respond in writing to the appeal within a reasonable period following the meeting. If this is not practicable, the Employee will be provided with an explanation for the delay and informed of when a response can be expected. This decision will be final and there is no further right of appeal.

15.3 Conduct of Meetings

Meetings under this procedure will be arranged at reasonable times and locations.

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 come to a conclusion without further investigation.

15.3.1 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. In the UK, if the companion is legally qualified, they 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 make representations to Bioventus and ask questions, but should not answer questions on the Employee's behalf. The Employee may talk privately with them at any time during 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, they 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.

16 Social Media

16.1 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.

16.2 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.

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:

- encrypt and/or protect by password any confidential information held on home computers;
- lock computer terminals whenever left unattended;
- ensure any wireless network used is secure;
- keep all papers in filing cabinets that are locked when not in use; and
- 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:

- install, inspect, replace, repair, maintain or service the Bioventus property during employment;
- carry out health and safety risk assessments of the Bioventus property and the Employee's workstation during employment; and
- recover Bioventus property on or after termination of employment.

18 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 1998 (in Ireland the Protected Disclosure Act 2014, as amended) 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.

Employees are 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:

- the commission of a criminal offence;
- failure to comply with a legal obligation;
- failure to comply with any legal or professional obligation or regulatory requirements;
- bribery;
- financial fraud or mismanagement;
- the occurrence of a miscarriage of justice;
- the endangerment of an individual's or individuals' health and safety;
- the endangerment of the environment; and
- 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. Although a concern may be made anonymously, Employees are encouraged to put their name to the allegation whenever possible as completely anonymous disclosures are difficult to investigate and it may be harder to protect the Employee's position or give feedback on the outcome of any response.

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.

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:

- the board of directors with a view to internal investigation;
- the appropriate external regulatory body for investigation;
- the police; and
- the Employee to the Grievance Procedure.

Bioventus will aim to keep the Employee informed of the progress of the investigation and its likely timescale. However, sometimes the need for confidentiality may prevent Bioventus giving the Employee specific details of the investigation or any disciplinary action taken as a result. The Employee should treat any information about the investigation as confidential. If the Employee has followed this procedure and is genuinely and reasonably dissatisfied with the outcome:

- in the UK, Employees 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;
- Irish Employees may raise the concern with the appropriate authority (which authority the disclosure should be made to is set out in S.I. No. 339/2014 - Protected Disclosures Act 2014 (Section 7(2)) Order 2014, as amended by Protected Disclosures Act 2014 (Disclosure to Prescribed Persons) Order 2015), the Minister for Public Expenditure and Reform, a worker in a public body, in the course of obtaining legal advice, from a barrister, solicitor, trade union official or official of an excepted body. The Employee can also make it to another individual provided that certain conditions are met.

Public Concern at Work also provides support on a confidential basis on (020) 7404 6609, e-mail: whistle@pcaw.co.uk, website: www.pcaw.co.uk

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.

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

Bioventus confirms that where the Employee raises the concern about malpractice genuinely and not out of any malice or with a view to personal gain:

- 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;
- 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
- so far as is reasonably practicable any supporting evidence relating to the concern will be kept secure at all times.

In the UK, if, at any time, it is discovered that the Employee has raised a concern maliciously, vexatiously, 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' Disciplinary Procedure. Similarly, disciplinary action may follow an unjustified external disclosure (other than to a prescribed person) 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 Bioventus.

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.

The Bribery Act 2010

It is an offence for any Employee to bribe or take bribes in the UK or elsewhere. Any Employee who commits such an offence is liable to summary dismissal. Employees must comply in full with the requirements of the Bribery Act 2010. For further information, Employees should contact HR.

19 Attachment I Health and safety policy

This is the statement of general policy and arrangements for: Bioventus UK Ltd.

What are the hazards?	Who might be harmed?	What are you already doing?	What further action is necessary and by who?	Action by when?	Done, date
Manual handling e.g. deliveries of heavy items such as stock, it equipment or handling bulk mailings.	Staff may suffer injuries such as strains or bruising from handling heavy/bulky objects.	Lighter or less bulky deliveries. Consult HSE guidelines: http://www.healthandsafetyworksni.gov.uk/getting_2_grips.pdf	Encourage employee to remove obstructions to: free movement avoid steps and steep ramps keep the load close to the waist	Employee to review upon on boarding.	
Slips, trips and falls	Staff and customers may be injured if they trip over objects or slip on spillages.	Employee is responsible for general good housekeeping is carried out. Changes in flooring level, such as steps, slopes and ramps are in good condition.	Ensure working environment is tidy and free from trip hazards	Employee to review upon on boarding.	
Display screen equipment	Staff risk posture problems and pain, discomfort or injuries, e.g. to hands/arms, from overuse, improper use or from poorly designed workstations or work environments. Headaches or sore eyes can also occur, e.g. if the lighting is poor.	Staff does not use computers for long and continuous periods. Workstation and equipment set to ensure good posture and to avoid glare and reflections on the screen. Lighting and temperature suitably controlled.	Employee to ensure working at home fits the requirements or consult HR in case of posture, glare or reflection queries.	None	
Fire	If trapped, staff could suffer from smoke inhalation/burns.	Fire risk assessment should be done, see: www.communities.gov.uk/fire .	Employee to take necessary action if required.		
First aid	First-aid box is located should be present.	None.			

Signed: (Employee)		Date:	
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20 Attachment II Information leaflet occupational health

Your Medical Records and Confidentiality

Bcerta operates a secure medical information storage system via our IT system, BENE. You may, at some time, be asked to complete a confidential questionnaire on BENE but, if you prefer, we will make arrangements for it to be done on paper. You can also collect any personal reports via BENE. We have made BENE especially easy to use and you will receive instructions and guidance if you will be using it.

All occupational health records which currently exist will be transferred to be held confidentially by Bcerta within BENE under the direction of a senior Occupational Health Physician.

These are your personal occupational health records and you can access them if you wish. If you have any reason to object to the transfer of your records to Bcerta, please contact us.

At no time will any confidential medical information be disclosed to your employer or any other party without your permission.

How to Contact Bcerta:

**134 – 138 West Regent Street,
Glasgow
G2 2RQ**

**Tel: 0141 243 2592
Email: info@bcerta.com
Web: www.bcerta.com**

Twitter @Bcerta



Bioventus

**Your
Occupational
Health Service
from April 2014**

What is 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.

Bioventus wishes to provide this support to all its employees.

Who provides the Service?

Bcerta is a provider of Occupational Health services in the UK and internationally which is specifically relevant for Bioventus employees who have to travel from country to country.

The service is supplied by doctors and nurses who have additional qualifications in occupational health. They understand the working environment as well as any medical issues.

Our staff are here to help you.

What Services does Bcerta provide for Bioventus?

We actively promote and develop a two-way relationship between work and health - providing support for Bioventus in the following areas: -

- ✧ Advice on health related policy and procedure
- ✧ Confidential storage of health information and medical records
- ✧ Pre-placement Health Assessments
- ✧ Travel Medical Assessments
- ✧ Health Surveillance – Driving, Noise, vibration, night working, confined spaces
- ✧ Health Promotion – e.g. workplace seminars, lifestyle and executive health screens



What if I am sick?

If you are struggling with health issues at work or are off sick, you may be invited to speak to a doctor or nurse who will independently assess your condition and advise on how you can safely return to work. It is possible that we will recommend some adjustments to your work environment or tasks to help you if these are feasible.

- ✧ Attendance Management (Sickness Absence) support includes: -
 - Advice on fitness for work and any adjustments which the employer may be able to make to support your return
 - Advice to you to speed your recovery
 - Advice on rehabilitation back into the workplace following illness or injury
 - Arranging GP and Specialist reports
 - Advising on referral to other health professionals e.g. Physiotherapist, Counsellor etc.

Consultations are confidential and no medical information will be reported to your employer.