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AVITA Medical Compliance Program
Supplier Code of Conduct
(November 4, 2026)

Introduction

Corporate integrity, responsible product sourcing, and the safety and wellbeing of workers across the global supply chain are of paramount importance to AVITA Medical, Inc. ("AVITA Medical," or the "Company"). These principles apply to all aspects of AVITA Medical's business, and encompass all manufacturers, distributors, vendors, and other suppliers (each, a "Supplier," and collectively, the "Suppliers") that provide products or services to AVITA Medical, including those that comprise the products AVITA Medical sells or distributes.

These principles are reflected in this Supplier Code of Conduct (the "Supplier Code of Conduct"), which establishes the minimum standards that must be met by any Supplier that sells goods to, or does business with, AVITA Medical, regarding:

- Supplier's treatment of workers;
- workplace health and safety of the Supplier's site(s) and equipment;
- Supplier's ethical business practices, including anti-corruption, healthcare compliance, data protection, trade compliance, and responsible sourcing;
- product quality, regulatory compliance, and continuity of supply; and
- the impact of Supplier's activities on the environment.

Applicability

This Supplier Code of Conduct applies to all Suppliers that provide goods and/or services to AVITA Medical. A Supplier is responsible for compliance with the standards set out in this Supplier Code of Conduct (the "Standards") throughout its facilities and operations.

Without limiting a Supplier's obligations hereunder, a Supplier is responsible for compliance with the Standards by all of its suppliers, vendors, agents, subcontractors, contract labor providers, staffing and recruitment agencies, distributors, sales representatives, consultants, and other third-party intermediaries, and their respective facilities (the "Partner(s)"). Supplier shall communicate the Standards to its Partners and monitor their compliance.

This Supplier Code of Conduct supplements, and does not replace, any agreement between a Supplier and AVITA Medical. If any such agreement imposes a stricter requirement, such stricter requirement applies.

Part A — Labor and Human Rights

Forced Labor, Slavery, and Human Trafficking

All labor must be voluntary. Supplier shall not support or engage in slavery or human trafficking in any part of its supply chain. Forced labor in any form is prohibited, including bonded labor (which includes debt bondage), indentured labor, and involuntary or exploitative prison labor. Further, the transporting, harboring, recruiting, transferring, or receiving of persons by means of threat, force, coercion, abduction, or fraud for labor or services is also prohibited.

Compliance and Documentation

Supplier shall implement and maintain a reliable system to verify the age and legal eligibility to work of all its workers, and shall keep accurate records sufficient to demonstrate compliance with this Part A.

Child Labor and Young Workers

A Supplier shall not use child labor in any stage of its operations. A "child" is any person younger than the highest of these ages: (a) 15 years; (b) the age for completing compulsory education; and (c) the minimum employment age in the country where the work is performed. A Supplier shall maintain an appropriate mechanism to verify the age of its workers and, if child labor is identified, shall provide immediate and appropriate remediation in the best interests of the child.

Hazardous Work

Without limiting a Supplier's obligations hereunder, a Supplier shall not, and shall ensure that its Partners do not, support, engage in, or require any hazardous labor to be performed by any person under the age of 18. Workers under the age of 18 shall not perform night shifts or work overtime.

Identification Papers

Without limiting a Supplier's obligations hereunder, a Supplier shall not require any worker to surrender control over original identification, immigration, or right-to-work documents.

Financial Obligations

Without limiting a Supplier's obligations hereunder, a Supplier shall not, whether or not as a condition to the right to work, require any worker (or worker's spouse or family member) to, directly or indirectly, pay fees or incur any other financial obligation related to such worker's right to work. If any such fees are found to have been paid by its workers, a Supplier shall repay them to the worker.

Freedom of Movement

Without limiting a Supplier's obligations hereunder, a Supplier shall ensure that its workers have the right to freedom of movement.

Worker freedom of movement rights include each worker's right to leave the facilities without retaliation prior to the end of any workday, based on reasonable health- and safety-related justifications, or any other reasonable circumstances, such as personal or family emergencies.

Freedom to Terminate Employment

Without limiting a Supplier's obligations hereunder, a Supplier shall allow workers to terminate their employment or work arrangement without restriction and without the threat or imposition of any discipline, penalty, retaliation, or fine or other monetary obligation.

Working Hours

Working hours shall not exceed the maximum set by applicable law. Except in emergency or unusual situations, a work week shall not exceed 60 hours, including overtime hours. All overtime work shall be voluntary, and workers shall be allowed at least one day off every seven days.

Compensation and Benefits

A Supplier must timely compensate all workers with wages, including overtime premiums, and benefits that at a minimum meet the higher of (a) the minimum wage and benefits in accordance with applicable law and (b) those required by any applicable collective bargaining agreement.

Documentation

A Supplier shall:

- provide accurate and clearly calculated proof of payment to workers in the workers' native language showing hours worked, wage amounts and rates (regular, overtime, and bonus), and deductions; and
- maintain proper documentation of wage payments for its internal records.

Deductions

A Supplier shall not make any deductions from wages except those that are legally required or allowed. Deductions from wages as a disciplinary measure are not permitted.

No Discrimination, Abuse, or Harassment

A Supplier shall not discriminate in hiring, compensation, training, professional development, advancement or promotion, termination, retirement, or any other employment practice based on any characteristic other than the worker's ability to perform the job.

A Supplier shall treat workers with respect and dignity.

A Supplier shall not subject workers to corporal punishment, abuse, or harassment. A Supplier must not condone or tolerate such behavior by its Partners.

Freedom of Association and Collective Bargaining

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

Part B — Health and Safety

A Supplier shall provide a safe, healthy, and sanitary working environment. A Supplier shall implement procedures and safeguards to prevent workplace hazards and accidents, as well as work-related injuries. At a minimum, a Supplier shall:

- identify, assess, and control occupational safety hazards, including through engineering and administrative controls, preventive maintenance, and appropriate personal protective equipment, at no cost to workers;
- maintain emergency preparedness, including emergency plans, alarms, adequate exits, and regular drills;
- record, investigate, and correct occupational injuries and illnesses, and support affected workers' safe returns to work;
- control worker exposure to chemical, biological, and physical agents, and to physically demanding tasks;
- safeguard production and other machinery;
- provide clean toilet facilities, potable water, and sanitary food facilities and, where provided, safe and sanitary worker housing; and
- provide health and safety information and training in a language workers understand, and allow workers to raise safety concerns without retaliation.

Part C — Environmental Protection

Operation of Supplier's Facilities

A Supplier shall operate its facilities in compliance with all environmental laws. A Supplier shall obtain, maintain, and keep current all required environmental permits, approvals, and registrations, and shall comply with their operational and reporting requirements.

Inputs and Components

A Supplier must ensure that the goods that it manufactures (including the inputs and components that it incorporates into its goods) comply with all environmental laws and treaties, including applicable materials-restriction and substance-labeling requirements such as the EU RoHS Directive and REACH Regulation[1]. Supplier shall provide materials declarations and compliance documentation to AVITA Medical on request.

Hazardous Substances

A Supplier shall identify, label, and manage chemicals, waste, and other materials that pose a hazard to people or the environment, so as to ensure their safe handling, movement, storage, use, recycling or reuse, and disposal.

[1] See Directive 2011/65/EU (RoHS), on the restriction of hazardous substances in electrical and electronic equipment; and Regulation (EC) No 1907/2006 (REACH), concerning the registration, evaluation, authorization, and restriction of chemicals, each as amended.

Pollution Prevention, Waste, and Air Emissions

A Supplier shall prevent or reduce pollution and waste at the source, manage solid and hazardous waste using a systematic approach, and characterize, monitor, and control air emissions, wastewater, and stormwater discharges as required by applicable law and its permits.

Part D — Ethics and Business Integrity

Anti-Corruption and Anti-Bribery

A Supplier shall comply with all applicable anti-corruption and anti-money-laundering laws, including the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act 2010, and laws implementing the OECD Convention on Combating Bribery of Foreign Public Officials. A Supplier shall not offer, promise, give, request, or accept any bribe, kickback, facilitation payment, or other improper benefit, directly or through a third party, to or from any government official, healthcare professional, or private party in order to obtain or retain business or secure any improper business advantage. A Supplier shall keep accurate books and records of all transactions relating to AVITA Medical.

Gifts and Entertainment

A Supplier must maintain the highest ethical standards. A Supplier must not offer cash, favors, entertainment, or any other gifts of any kind to AVITA Medical's employees, contractors, agents, representatives or advisors.

AVITA Medical's Gifts Policy is available at https://avitamedical.com/governance-compliance. Please contact AVITA Medical's Compliance Team (compliance@avitamedical.com) with any questions regarding the giving or acceptance of gifts.

Healthcare Compliance

A Supplier and its personnel who interact with healthcare professionals, healthcare institutions, or government healthcare programs on AVITA Medical's behalf shall comply with: the AdvaMed Code of Ethics on Interactions with U.S. Health Care Professionals, the MedTech Europe Code of Ethical Business Practice, and equivalent codes in other jurisdictions; the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)); the False Claims Act (31 U.S.C. §§ 3729–3733); and the Physician Payments Sunshine Act (42 U.S.C. § 1320a-7h) and similar transparency reporting laws. A Supplier shall provide AVITA Medical with information reasonably required for AVITA Medical's transparency reporting.

Conflicts of Interest and Fair Competition

A Supplier shall disclose to AVITA Medical any actual or potential conflict of interest, including any financial or family relationship with an AVITA Medical employee or contractor involved in the Supplier relationship. A Supplier shall compete fairly and comply with all applicable antitrust and competition laws.

Data Privacy, Information Security, and Confidentiality

A Supplier shall comply with all applicable data-privacy and information-security laws when processing personal information, including any personal health information. A Supplier shall implement reasonable administrative, technical, and physical safeguards to protect AVITA Medical's confidential information and data, shall use such information only for the purposes of its engagement, and shall execute a confidentiality agreement before receiving AVITA Medical confidential information. Supplier shall notify

AVITA Medical promptly, and in any event within the time required by its agreement with AVITA Medical, of any actual or suspected security incident affecting AVITA Medical, its business, or its information.

Intellectual Property

A Supplier shall respect and protect the intellectual property rights of AVITA Medical and third parties doing business with AVITA Medical, and shall use AVITA Medical technology, know-how, and other intellectual property only in accordance with its agreements with AVITA Medical.

Trade Compliance, Sanctions, and Export Controls

A Supplier shall comply with all applicable import, export, customs, sanctions, and anti-boycott laws, including those administered by the U.S. Department of Commerce, the U.S. Department of the Treasury's Office of Foreign Assets Control, and equivalent authorities in other jurisdictions. Supplier shall provide accurate country-of-origin, classification, and other trade information on request, and shall not engage in any transaction relating to AVITA Medical with a sanctioned country, region, or person as determined by such U.S. government agencies.

Conflict Minerals and Responsible Sourcing

Where goods supplied to AVITA Medical contain tin, tantalum, tungsten, or gold ("3TG") or cobalt, a Supplier shall maintain a policy and exercise due diligence on the source and chain of custody of those minerals consistent with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas. Where requested, a Supplier shall complete the Conflict Minerals Reporting Template and/or the Extended Minerals Reporting Template in a timely manner, promptly disclose relevant changes, and otherwise support AVITA Medical's compliance with Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and SEC Rule 13p-1.

Part E — Quality, Regulatory Compliance, and Business Continuity

Quality Management

A Supplier that designs, manufactures, sterilizes, packages, labels, stores, or distributes AVITA Medical products, components, or materials shall maintain a quality management system consistent with the Food and Drug Administration's Quality Management System Regulation (21 CFR Part 820) and/or ISO 13485, as applicable to the goods or services supplied and as specified in any quality agreement with AVITA Medical.

Notification and Post-Market Support

A Supplier shall promptly notify AVITA Medical of any nonconformance, deviation, quality escape, complaint, regulatory inspection or inquiry, or field-safety action that affects or may affect AVITA Medical products, and of any planned change to materials, processes, sites, or sub-tier suppliers that may affect product quality. A Supplier shall cooperate fully and promptly with AVITA Medical's complaint handling, post-market surveillance, corrective and preventive action, and recall activities.

Business Continuity

A Supplier shall maintain business-continuity and disaster-recovery plans appropriate to the goods or services supplied, and shall notify AVITA Medical promptly of any event that disrupts, or is reasonably

likely to disrupt, supply, including natural disasters, cybersecurity incidents, labor disruptions, or loss of a critical sub-tier supplier.

Part F — Compliance and Enforcement

Supplier Compliance Program

A Supplier shall maintain policies, procedures, and records reasonably appropriate to its size and the goods or services it provides to demonstrate compliance with this Supplier Code of Conduct, and shall make them available to AVITA Medical on request. A Supplier shall designate a contact responsible for compliance with this Supplier Code of Conduct and promptly correct any identified non-compliance.

Report Violations

A Supplier shall self-report any violations of this Supplier Code of Conduct. A Supplier can also submit questions and comments regarding this Supplier Code of Conduct to AVITA Medical's Compliance Team (compliance@avitamedical.com). A Supplier and its workers may also raise concerns, anonymously where permitted by law, through AVITA Medical's whistleblower hotline available at: www.lighthouse-services.com/avitamedical or (844) 420-0044.

A Supplier shall not retaliate or take disciplinary action against any worker who has, in good faith, reported violations or questionable behavior, or who has sought advice regarding this Supplier Code of Conduct.

Compliance with Laws

A Supplier shall comply with all applicable local, national, and international standards, laws, rules, and regulations relating to the Standards, including, but not limited to the United Nations Guiding Principles on Business and Human Rights, the SA8000 standard for international labor, the California Transparency in Supply Chains Act, the U.S. Uyghur Forced Labor Prevention Act, the U.K. Modern Slavery Act 2015, the Australian Modern Slavery Act 2018, Canada's Fighting Against Forced Labour and Child Labour in Supply Chains Act, the German Supply Chain Due Diligence Act (Lieferkettensorgfaltspflichtengesetz), the EU Forced Labour Regulation (EU) 2024/3015, and any similar forced-labor, human-rights, or supply chain due diligence laws (in each case, where applicable). A Supplier shall provide information reasonably requested by AVITA Medical to support AVITA Medical's own reporting under such laws.

Where this Supplier Code of Conduct requires a Supplier to meet a higher standard than that established by law or regulation, a Supplier shall meet such higher standard.

Audit and Inspection

A Supplier acknowledges that AVITA Medical or its designated third party may evaluate, audit, and inspect the Supplier's facilities, operations, books, and records relating to AVITA Medical, with reasonable notice except where AVITA Medical reasonably suspects a serious violation, to confirm such Supplier's compliance with this Supplier Code of Conduct. A Supplier shall cooperate fully and shall implement any required corrective action within the time reasonably specified by AVITA Medical. AVITA Medical has no obligation to conduct inspections.

Termination

AVITA Medical may require corrective action or may immediately terminate its business relationship (including any purchase order(s) or purchase contracts) with a Supplier if such Supplier or its Partners fail to meet the Standards of this Supplier Code of Conduct.

Acknowledgment and Certification

A Supplier shall acknowledge this Supplier Code of Conduct in writing, or by accepting a purchase order or other agreement that references it and shall re-certify its compliance upon AVITA Medical's request. A Supplier's continued supply of goods or services after the effective date constitutes acceptance of this Supplier Code of Conduct.

Updates to this Supplier Code of Conduct

AVITA Medical reviews this Supplier Code of Conduct at least annually and may update it to reflect changes in law, industry standards, or AVITA Medical's Compliance Program. The current version is available on AVITA Medical's website at https://avitamedical.com/governance-compliance.