



BD Expectations for Suppliers

I hereby acknowledge that I have read, understood and agreed to comply with the terms of “BD Expectations For Suppliers” document.

Name and Designation :

Company Name :

Signature or Company stamp :



BD

Advancing the
world of health™

Suppliers,

At BD, we believe that integrity, respect, and accountability are the core principles of sustainable and responsible business. These principles guide us as we continue to grow and innovate, ensuring that we uphold the highest standards of ethical conduct—not only within our own operations but across our entire supply chain.

Our Expectations for Suppliers document reflects this commitment. It outlines the key principles that we ask our suppliers, contractors and partners to adhere to regarding social responsibility, environmental stewardship, ethical practices, quality, governance and compliance, and reporting.

At the core of this document is the BD WAY, which emphasizes our commitment to always do what is right, and we ask that our suppliers join us in this effort.

We view our suppliers as critical partners in delivering high quality products and services to our customers and communities. This document defines the standards that guide our collaboration, ensuring our shared values are reflected in every product and service we deliver.

To support this, we clearly state our expectations and evaluate suppliers fairly against these standards. This approach ensures that our supply chain is one that upholds human rights, ensures proper governance and high standards of ethics, and protects the environment. Suppliers are required to comply with these expectations throughout their relationship with BD.

We encourage our suppliers to carefully review the Expectations for Suppliers document to fully understand what is required. Additionally, we urge anyone who knows of, or suspects, any non-compliance with these standards to report it using the reporting mechanism detailed at the end of this document.

Thank you for your continued partnership and dedication to doing business the right way.

Sincerely,

A handwritten signature in black ink, appearing to be 'Sajid K'.

Sajid Kunnummal

SVP & Chief Procurement Officer

Setting expectations for our suppliers

We center our Expectations for Suppliers (EFS) upon our Purpose—*advancing the world of health*—and we aim to do so while advancing environmental, social and governance best practices.

Becton, Dickinson and Company (BD) seeks to develop relationships with suppliers who share the values set forth in this EFS and act in accordance with our guiding principle **“We do what is right.”** We aim to work collaboratively with suppliers that share our values and can help us effectively serve our customers, and we seek to collaborate with suppliers to address any adverse impacts that may be identified in our supply chain. We expect all of our suppliers to comply with the expectations laid out in this document. This is a requirement for doing business with BD.

BD defines a “supplier” as any person, company, entity or organization that supplies BD with goods or services*; either directly or through another supplier.

*Services include the distribution of our goods.

BD may request regular updates on supplier progress toward meeting the expectations set forth in this document and reserves the right to audit suppliers (such audits can range from informal questionnaires to in-person audits) and assign corrective actions to ensure compliance with these expectations. Suppliers shall hold their own supply chain to similar expectations. BD expects suppliers to deploy a continuous improvement effort related to the standards outlined in this document, and be able to demonstrate improvements upon request.

Suppliers are also required to notify BD in a reasonable time if they are not in compliance. In the event of non-compliance, BD may require corrective actions and/or remediation or may terminate any applicable agreements or arrangements with the supplier. Preference will be given to corrective actions and/or remediation before suspension or termination; BD seeks to establish trust and transparency within our supply chain to improve upon existing practices wherever possible.

Notifications of any non-compliance should be made via the [BD Ethics Helpline](#) in the U.S. at **800.821.5452**.

BD will update the EFS from time to time to stay current with developments both inside and outside of BD. The latest version will be published on the [bd.com](#) website at [Expectations for Suppliers | BD](#).

Our Code

The BD Code of Conduct (Code) sets the foundation for behavior at BD. Our value statement, **“We do what is right”** is the cornerstone of the Code.

[Our Code](#) 

[BD Values](#) 

The BD Purpose and Code guide the behavior of all BD associates in all aspects of business, including relationships with suppliers.

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Social Responsibility

Suppliers to BD must adhere to the same principles that guide BD in our own human rights efforts – laid out in the United Nations Guiding Principles on Business and Human Rights, the United Nations Universal Declaration of Human Rights (UDHR), and the International Labor Organization (ILO) Core Conventions.

In doing so, our suppliers must be committed to protecting human rights through their employment practices, implementing due diligence efforts to identify, prevent, and mitigate any negative impacts to human rights (including those experienced through negative environmental impacts), and seeking out opportunities that may exist to improve the lives of their workers.

1.1 Child Labor

ILO Standards must be adhered to ensuring that the minimum acceptable working age is 15 years old unless a higher minimum age is required by applicable law. Workers exposed to conditions that present occupational health and safety hazards must be at least 18 years old and must be provided with the appropriate personal protective equipment and training. Workers age 15 to 18 should only be engaged in work that is suitable for their age, abilities, and competence and should never be engaged in work that would adversely impact their personal health, safety or overall wellbeing.

1.2 Forced Labor and Human Trafficking

All workers shall have the freedom to start and/or end an employment relationship with their employer based on their own free will – i.e., without being forced, coerced, or unduly influenced by external pressure. Suppliers shall not use involuntary labor of any kind, including slave labor, indentured/debt labor, modern slavery, forced labor or prison labor. Suppliers shall not engage in any form of human trafficking. Suppliers shall not require monetary deposits or retain any identity papers or work permits as a condition of work, and their workers must be free to leave their employment after reasonable notice, if such notice is required by local law or regulation. Suppliers shall provide an employment contract or work document, where required by law, in a language understood by the worker.

1.3 Workplace and Worker Housing

Suppliers shall provide all workers with access to a safe and healthy workplace including, but not limited to, accessible and clean toilets, safe drinking water, sanitary facilities for rest, meal and other breaks, and food storage, and adequate fire exits. Suppliers shall have a worker health and safety program that identifies and eliminates to the extent practicable all physical, chemical, and biological hazards in the workplace, and workers shall receive periodic training on these hazards.

Should suppliers provide housing for workers, the housing provided or arranged for workers must be safe, provide sufficient egress in case of an emergency, and meet applicable housing and safety standards.

Social Responsibility

1.4 Equal Employment Opportunities

Suppliers shall provide equal opportunity to all applicants and workers without regard to race, color, religious beliefs, age, gender expression, gender, pregnancy (including childbirth, lactation, and related medical conditions), sexual orientation, genetic information, marital status, citizenship, caregiver status, national origin, ancestry, physical or mental disability, medical condition, social class, military or veteran status, caste or any other status protected under applicable law.

1.5 Supplier Inclusion Program

Suppliers shall register and create a profile on the [BD Supplier Inclusion portal](#). Suppliers shall establish a supplier inclusion program and shall support the communities where BD operates by engaging with both small businesses and inclusive-owned businesses.

Additional information about the BD Supplier Inclusion Program can be found on the BD [website](#).



Social Responsibility

1.6 Abuse/Harassment

Workers shall not be subjected to corporal punishment, mental coercion, physical contact, sexual coercion, verbal abuse or the use of gestures, language, or graphic materials that are threatening, abusive or exploitive. This includes any form of harassment, such as sexual harassment, bullying, intimidation, or workplace violence. Suppliers shall ensure a safe, respectful, and inclusive working environment through clear policies, appropriate training, and open communication practices that protect workers and prevent retaliation.

1.7 Work Hours and Compensation

Work hours and wage payments (including the timing of such payments) must comply with applicable laws and standards. Overtime must be administered and compensated fairly and in accordance with applicable laws. All wages and fringe benefits must be clearly defined and communicated in accordance with applicable law, and Suppliers shall attempt to align wages with local living wages where feasible and shall at all times comply with applicable wage and hour laws.

Workers shall be compensated in a manner that reflects equal pay for equal work, or work of equal value.

1.8 Health and Safety

Suppliers shall promote the health and safety of their workers and operate in a manner that is consistent with the **BD Environmental, Health and Safety Policy**. At a minimum, Suppliers shall have a health and safety policy and formal health and safety programs in place that proactively address fire prevention, emergency preparedness and response, accident/injury prevention and injury/illness reporting. Suppliers' facilities shall have fire and safety equipment, i.e. fire detection and evacuation alarms, emergency lighting and illuminated exit signs.

Suppliers shall systematically evaluate all occupational health and safety risks and implement measures that address any hazards following the hierarchy of control: elimination of hazards through engineering controls; provision of personal protective equipment where needed and/or implementation of administrative controls. In addition, suppliers shall implement measures to reduce employee exposure to hazardous substances. A comprehensive training program should communicate health and safety programs and procedures and ensure the well-being of workers, visitors to the site and any on-site contractors.



Social Responsibility

1.9 Freedom of Association

Suppliers shall not interfere with the freedom of association and the rights of workers to bargain (or not bargain) collectively, and they shall not discriminate or retaliate against workers who exercise such freedom and related rights.

1.10 Access

Suppliers shall not engage in unlawful evictions or unlawful deprivations of land, forest or water.

1.11 Recruitment

Suppliers and their agents shall not charge workers recruitment fees of any kind, or any other costs associated with recruitment. Recruiters must comply with the local laws of the country in which recruitment takes place.

1.12 Grievance Mechanisms

Suppliers shall establish mechanisms to enable workers to report concerns. This can be through person of trust systems, committees, internal or external hotlines, or a whistleblower system. Workers must be able to report concerns without threat of reprisal, intimidation or harassment.

Environmental Stewardship

2.1 Regulatory Compliance

Suppliers shall comply with all applicable environmental laws and regulations relating to locations in which they operate and countries where they place products on the market.

Suppliers shall operate in a way that aligns with the [BD Environment, Health and Safety Policy](#).

Suppliers shall not cause soil contamination, water or air pollution, noise emission or excessive water consumption which:

- Significantly affects the environmental basis for the preservation and production of food
- Deprives any person of access to safe drinking water
- Impedes any person's access to sanitary facilities
- Harms the health of a person

2.2 Life Cycle Management

Suppliers shall strive to optimize the environmental performance of their products and operations, taking a life cycle approach for all products, processes and/or services.

In addition to reducing greenhouse gas (GHG) and other air emissions, the production of waste and the consumption of water and energy in their operations, suppliers are encouraged to assess the environmental footprint across the lifecycle of their products and take reasonable steps to reduce the environmental footprint of their products.

2.3 Operational Impact and Discharges

The supplier shall systematically evaluate all environmental emissions, waste streams and effluents and have programs in place to minimize impacts wherever possible. Suppliers shall measure and report water and air discharges into the environment, in accordance with applicable country, regional and local laws and legal requirements. Suppliers shall properly manage and store all chemicals and waste to prevent any accidental spills or release into the environment.



Environmental Stewardship

2.4 Waste Management

Suppliers shall strive to reduce, reuse and recycle material within their manufacturing operations. Recycling processes shall employ closed-loop recovery systems wherever possible to achieve optimal use of a material or product. Waste (including hazardous waste) will be properly handled, stored and disposed of in accordance with applicable laws and local regulations. Suppliers shall consider waste reduction in products and packaging wherever possible and consider reverse logistics where appropriate.



2.5 Chemicals of Concern and Producer Responsibility

Suppliers shall have adequate systems in place to identify and disclose to BD all chemicals in their packaging, products and product sub-components. At a minimum, Suppliers shall disclose to BD those chemicals that are regulated in the regions where they are being used, and/or on the BD Materials of Concern (MoC) list available [here](#).

Suppliers shall make every effort to eliminate or reduce MoC from their products and or packaging (where technically feasible). MoC to BD include but are not limited to: CMR (carcinogenic, mutagenic or toxic for reproduction), ED (endocrine disruptors), BFR (brominated fire retardants), phthalates, PFAS (per- and polyfluoroalkyl substances), heavy metals and (very) persistent, (very) bioaccumulative and toxic materials (PBT/ vPvB), heavy metals as well as PVC.

Environmental Stewardship

2.5 Chemicals of Concern and Producer Responsibility (continued)

Suppliers shall also meet extended producer responsibility (EPR) regulatory requirements, provide product and packaging data to BD on request and reduce, reuse and recycle product and packaging waste.

Materials of Concern/Disclosure regulations include but are not limited to:

- [E.U. Registration, Evaluation, Authorization and Restriction of Chemicals \(REACH\) Regulation](#)
- [E.U. Restriction of Hazardous Substances \(RoHS\) Directive](#)
- [Section 1502 of the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 'Conflict Minerals'](#)
- [E.U. Biocidal Product Regulation \(BPR\)](#)
- [California Safe Drinking Water and Toxic Enforcement Act 1986 \(Cal Prop 65\)](#)
- [California Cleaning Product Right to Know Act](#)
- [U.S. Toxic Substances Control Act \(TSCA\)](#)
- [Global Harmonisation System \(GHS\)](#)
- [UN Stockholm Convention on Persistent Organic Pollutants \(POP\)](#)

Extended Producer Responsibility regulations include but are not limited to:

- [E.U. Waste Electrical and Electronic Equipment \(WEEE\) Directive](#)
- [E.U. Battery Regulation](#)
- [E.U. Packaging and Packaging Waste Regulation](#)

2.6 Transportation Logistics

Suppliers shall work with BD to optimize transportation strategies and solutions in order to minimize the environmental footprint of all shipping activities, while optimizing costs. This includes consideration of transportation modes and distances as well as packaging material types and quantities.

Environmental Stewardship

2.7 Climate Action and Emissions management

Suppliers shall systematically track, document and publicly report their energy consumption and all Scopes 1, 2, and significant categories of Scope 3 greenhouse gas emissions. Suppliers shall make this reporting available to BD upon request. Suppliers shall establish and report against an absolute corporate-wide greenhouse gas reduction goal aligned with [science-based targets](#). Targets are considered 'science based' if they are in line with what the latest climate science deems necessary to meet the goals of the Paris Agreement – limiting global warming to well-below 2°C above pre-industrial levels and pursuing efforts to limit warming to 1.5°C. Suppliers shall also look for methods to improve energy efficiency and minimize their greenhouse gas emissions by using renewable energy in their operations for BD manufacturing.

Exception for small businesses:

Suppliers that meet the standards outlined by the Science Based Target initiative (SBTi) for Small and Medium Enterprises (SMEs) have reduced requirements: measure and set science based aligned targets for Scope 1 & 2 emissions. To learn more about SME requirement qualifications visit the [SBTi SME](#) website.

Ethical Practices

3.1 Fair Dealing

Suppliers shall deal fairly with their own suppliers in accordance with ethical business practices.

3.2 Conflicts of Interest

BD associates, family members of BD associates, or individuals who have close personal relationships with a BD associate, cannot work for suppliers (including employment, consulting, or other service relationship) or have an investment or other financial interest in suppliers, unless such potential or actual conflicts of interest are disclosed to, and addressed by, BD. Any such actual or potential conflict of interest must be disclosed by suppliers to the BD Ethics Office at EthicsOffice@bd.com for review and determination by BD. Only the BD Ethics Office is authorized to issue a determination on behalf of BD regarding whether a matter constitutes a conflict of interest and whether the conflict can be effectively managed through mitigating measures. Individual managers, Human Resources, or other representatives of BD are not permitted to “approve” or “waive” actual or potential conflicts of interest for BD associates, agents, or suppliers.

3.3 Supplier Relations

BD does not accept, and suppliers shall not offer gifts or entertainment of value to any BD associate.

3.4 Compliance with Applicable Laws and Anticorruption

Supplier shall comply fully with all applicable laws including but not limited to all applicable international trade laws affecting the transfer of goods, services, software and technology across national borders (including economic sanctions, export controls and antiboycott regulations). Suppliers must not be ineligible to participate in the U.S. federal healthcare programs or U.S. federal procurement or non-procurement programs. Suppliers must also not be on the U.S. General Services Administration's List of Parties Excluded from Federal Programs or the USHHS/OIG List of Excluded Individuals/Entities.

Suppliers shall not bribe any public official or private person or participate in other illegal inducements in business or government relationships. Suppliers and any third-party conducting business on behalf of BD must conduct their activities in full compliance with all applicable anti-bribery and anti-corruption laws in the countries where BD operates, as well as laws with cross border implications, such as the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act. As such, Suppliers shall strictly prohibit bribes, kickbacks, illegal payments, and any other offer of items of value to secure an improper business advantage, whether provided directly or through a third-party, such as a distributor, customs broker, or other agent; and avoid any other action that could

Ethical Practices

3.4 Compliance with Applicable Laws and Anti-Corruption (continued)

inappropriately influence the medical decisions of healthcare professionals and the purchasing decisions of entities that buy BD products and services, including healthcare professionals, government regulators and inspection authorities. Any relationship between suppliers and public officials must be in strict compliance with the rules and regulations to which they are subject (i.e., any applicable rules or regulations in the particular country relating to public officials or that have been imposed by their employer). Any benefit conveyed to a public official must be fully transparent and properly documented.

Suppliers shall provide appropriate anticorruption and ethics training to their associates and their suppliers, and training records shall be kept in compliance with all applicable anti-bribery and anti-corruption laws in the countries where BD operates, as well as laws with cross-border implications, such as the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act.

3.5 Prohibited Persons

Neither Suppliers nor any Supplier personnel is or shall be on any list of prohibited persons maintained by the United States or other applicable government or government authority (prohibited lists), including the list of “Specially Designated Nationals and Other Blocked Persons” maintained by the U.S. Department of Treasury, and the “Denied Persons List” maintained by the U.S. Bureau of Industry & Security. BD also recommends that all associates onsite at a BD site carry proper identification paperwork at all times to mitigate any potential issues in the case of any site visits from U.S. immigration authorities.

3.6 Confidentiality

Suppliers shall safeguard and not disclose or use BD confidential and proprietary information. Suppliers shall also ensure that BD, worker, customer and patient privacy rights are protected.

Ethical Practices

3.7 Privacy

Suppliers shall (i) comply with all privacy and data protection laws applicable to BD data; (ii) respect the privacy of employees and others whose personal data they have access to, by complying with applicable laws when collecting, sharing, and storing personal data about employees, business partners, patients, healthcare professionals, consumers and others, such as birth dates, addresses, and financial, medical, and other data; (iii) collect personal data only for legitimate business purposes; (iv) share personal data only with those who are allowed access, and protect in accordance with both BD and supplier's security policies; (v) retain only for as long as necessary; (vi) contractually obligate third parties with access to personal data to protect it; and (vii) safeguard all personal data provided to them by implementing sufficient security protections.

Suppliers shall notify BD of suspected or actual personal data incidents immediately and no later than 24 hours after discovery of either a suspected or actual incident by providing formal notice under the notice provision of any agreement with BD and by emailing Privacy@bd.com. In any case of a known or suspected incident where an agreement does not contain a notice provision, suppliers are expected to send notice of any known or suspected incident of personal data to Privacy@bd.com, following the same time frame. Suppliers shall enter into contractual agreements with BD that outline the roles and responsibilities for privacy compliance between the parties, as well as providing privacy and data protection due diligence information as required by BD.

3.8 Animal Welfare

Suppliers shall ensure that all animals are treated humanely, with the highest standards of animal welfare, and in compliance with all laws, regulations and standards applicable to the humane treatment of animals including The Animal Welfare Act, USDA; The Guide for the Care and Use of Laboratory Animals 8th edition NRC 2011; European Convention for the Protection of Vertebrate Animals used for Experimental and Other Scientific Purposes, Council of Europe (ETS 123).

Any animal testing performed by Suppliers on behalf of BD must be performed under applicable animal regulations and guidelines. Consideration of the 4Rs of Laboratory Animal Research include:

- Replace animals with validated in vitro methods if possible
- Reduce the number of animals used
- Refine procedures to minimize pain and distress
- Rehome and/or retire animals per Institutional Animal Care and Use Policy when applicable

Alternative means of testing should be used whenever scientifically valid and acceptable to regulators. Suppliers may be audited by the BD Attending Veterinarian and/or delegated to ensure animal welfare standards and compliance under the [Global Animal Welfare Policy](#).

Quality

4.1 Quality Management System

Suppliers that provide materials, products and quality impacting services to BD shall have an effective quality management system that complies with the requirements of applicable notified bodies and regulatory agencies such as ISO 9001, ISO 13485, and FDA/MDSAP.

4.2 Quality Requirements

Suppliers shall adhere to BD's quality requirements (including those as applicable in BD specifications, supply agreements, quality agreements, purchase orders and other contractual obligations). Suppliers shall establish and maintain equipment, utilities and facilities used in production, storage and delivery of products. Suppliers shall have controls with mitigation plans in place to handle potential risks. Suppliers shall continuously improve quality, raw materials, components, products, processes and systems.

4.3 Change Control

Suppliers shall maintain ongoing and timely communication and collaboration to ensure BD is aware of changes. This includes communication with sufficient notice period of any significant changes that Suppliers' organization may face that could affect BD product quality or supply continuity. Suppliers shall obtain written approval from a BD representative prior to making any changes to specifications (this may include, but is not limited to, changes in manufacturing processes, material, color, changes that impact form, fit or function of the part, change of registration status, supply chain changes, and location, among others).

These changes should be communicated through the [BD Supplier Change Request Portal](#).

4.4 Complaints and Non-Compliances

Suppliers shall have a documented process to investigate and respond in a timely manner to all quality-related complaints and cooperate with investigations into any issues associated with the finished product or raw materials. Suppliers shall have a documented process to handle non-conforming products and materials and shall notify BD of any non-conforming product shipped to BD. Suppliers shall document any rework, refurbishment, or reprocessing activities as well as formally document and obtain approval for deviations from any standard and documented practices. Suppliers shall notify BD of any recall resulting from failure of product or raw material and of any regulatory action for adverse events, recall, correction, etc.

4.5 Sub-tier Suppliers

Suppliers shall have a management system for vendor selection, qualification, approval, and performance management of their suppliers and will ensure materials and components from its suppliers conform to specifications.

Governance and Compliance

5.1 Management Systems

Suppliers will have appropriate management systems and processes in place to implement and monitor compliance with these expectations. Suppliers shall name senior leaders responsible for complying with the expectations detailed in this document and shall allocate appropriate resources to allow for compliance.

5.2 Supply Disruption and Risk Management

Suppliers shall routinely identify, prioritize, and mitigate risks that may disrupt supply continuity through a formal business continuity program. Suppliers shall also partner with BD in communicating, prioritizing, and mitigating any BD-identified potential risks.

5.3 Due Diligence

Suppliers shall exercise efforts to ensure that they, and their suppliers, remain in compliance with the expectations outlined in this document.

Suppliers shall have due diligence programs in place for human rights and the environment to identify, prevent, mitigate and remediate any known or suspected abuses within their own supply chain. Should Suppliers identify any confirmed negative impacts in their own supply chain (to the extent that this activity is part of BD's chain of activities), Suppliers shall prioritize work to remediate these issues through collaboration on corrective actions with their suppliers before suspension/termination. Should BD seek to collaborate with suppliers to map our own supply chain against human rights or environmental risks, business continuity, or other topics outlined in this document, Suppliers shall provide documentation and other requested details as required, and shall work to assist this exercise where possible.

5.4 Documentation

Suppliers shall maintain documentation necessary to demonstrate compliance with these risk mitigations and supply chain continuity expectations and compliance with applicable laws and regulations, including privacy. This documentation shall be made available to BD (or the appropriate BD-identified third-party assessor) for review upon the request of BD.

Governance and Compliance

5.5 Transparency

Suppliers shall protect BD assets and information and be transparent about their operational, financial, business continuity, and cybersecurity health as it relates to their continuity of supply and risk mitigation.

Suppliers shall provide transparency about environmental, social and governance issues that are relevant to their organization, with the level of external reporting relevant to the size of their organization.

5.6 Traceability

Suppliers shall ensure that materials are sourced responsibly and in accordance with country laws and international guidelines and shall provide origin source for materials and associated documentation as requested by BD. Suppliers shall provide relevant documentation to demonstrate that their products do not contribute towards deforestation and are not conflict minerals. Documentation should be provided in a manner that can be used to report to government and third-party entities.

5.7 Cybersecurity

Suppliers who manage, operate, administer, process, or access BD information and assets, regardless of where the information and assets reside, or where they are accessed from, are subject to the BD Information Security requirements in their contractual terms and conditions. Suppliers will use commercially reasonable efforts to prevent the unintended or malicious loss, destruction or alteration of BD Data held or processed by Supplier. If Suppliers will be the “system of record” in the provision of Services or if otherwise instructed by BD, Suppliers shall maintain back-up files (including encrypted off-site back-up copies) thereof and records of resultant output to facilitate their reconstruction in the case of such loss, destruction, or alteration, in order to ensure uninterrupted Services **and/or delivery of goods** in accordance with the terms of this document.

Testing: Suppliers shall periodically, at a minimum annually, perform vulnerability/penetration testing on any network which houses BD data or information, which may include the use of automated scans and manual testing within industry recognized standards and deemed reasonably acceptable to BD. Suppliers may, in their discretion, request that testing be conducted by a third party.

Governance and Compliance

5.7 Cybersecurity (continued)

Detection: Suppliers shall continuously monitor its system(s) for potential security breaches, actual security breaches, violations and suspicious (questionable) activity. Additionally, Suppliers will review and maintain its internal procedures to ensure any potential security threats and or security breaches are minimized. Security Breach is defined as any breach, potential breach or threatened breach of security related to the Services that could pose a reasonable threat to the processing, storage, or integrity of BD Data **or the timely delivery of contracted goods.** This shall include, but not be limited to the actual, attempted, or threat of, unauthorized access, possession, use, transmission, or knowledge of BD Data.

Response: Suppliers shall notify BD within 24 hours of confirmation of any actual or suspected security breaches including without limitation service attacks (e.g., denial of service attacks) that cause material performance or **manufacturing** issues, or unauthorized **access to BD data, information or products.** In the event of a material security breach that may have affected BD Data or delivery of **contracted BD products/services,** suppliers shall notify BD, through BD's email portal: infosec@bd.com.

In the event of a Security Breach, the Suppliers shall take all steps necessary to promptly contain and remediate the Security Breach. Suppliers shall also perform all actions necessary to determine if BD Data was involved during the breach **or if shipment of goods per contractual terms will be impacted.** Suppliers may, in their own discretion, request that the breach response be conducted by a reputable third party. The scope and methodology will be mutually agreed upon and reasonably detailed results relating solely to BD clients, BD Data **and BD Goods and Services,** will be provided to BD.

Suppliers shall update BD daily, or as otherwise agreed between the parties, during any investigation or remediation of a cybersecurity incident that may have affected BD's use of the Service, **delivery of goods** and or BD Data.

Third party: Suppliers shall verify that any third-party service provider, including but not limited to hosting service providers, with access to BD Data, have processes and procedures in place to protect such BD Data in the same manner provided for herein and advise BD if any third-party service providers fail to meet the requirements for protecting BD Data as set forth herein. Suppliers retain responsibility and liability for any Services performed by third-party service providers as though Suppliers performed them themselves.

Servers: BD Data shall be stored and processed on secure servers only. Such servers shall have restrictions on physical access in line with current industry practices.

Governance and Compliance

5.7 Cybersecurity (continued)

Written Information Security Protocol: In addition to any other requirements set forth in this Document, Suppliers shall have a written information security protocol (“WISP”). Supplier’s WISP shall include, but shall not be limited to, the following:

- a. Name of Supplier’s information security liaison be made available to BD to discuss any Suppliers’ policies, standards, and practices. In addition, the liaison will be BD’s single point of contact for all security-related matters.
- b. Methods for how Suppliers identify and assess reasonably foreseeable internal and external risks to the security, confidentiality, and/or integrity of their systems.
- c. Methods for evaluating and improving the effectiveness of current safeguards, including without limitation, (i) ongoing Supplier training of its personnel, and (ii) means for detecting and preventing security system failures.
- d. Security policies that prevent Suppliers from storing, accessing, or transporting records containing BD Data outside of business premises.
- e. Review the scope of the WISP at least annually or whenever there is a material change in business practices that may reasonably implicate the security or integrity of records containing BD Data.

Passwords: For Software/Software Services provided by Suppliers, unless otherwise agreed by BD in writing, all BD logins shall be single sign-on logins, with no transmission of any personally identifying information.

Access Control: Suppliers shall restrict access to files containing BD Data to only Suppliers’ personnel having a need of BD Data to perform the Services. Suppliers shall maintain a password protected system, that requires a unique identifier, password and **multi-factor authentication** for each of Supplier’s personnel who need access.

Encryption: Suppliers, to the extent technically feasible, shall encrypt all BD Data while in transit and while being stored or processed.

In addition, Suppliers shall pursue third-party attestations or certifications, where applicable, such as ISO 27001 or SOC 2 Type 2. Suppliers shall provide the respective annual controls reports to BD as a means of verifying their continued compliance to a secure information environment. Suppliers shall have adequate business continuity and recovery plans in place to continue to provide services to a reasonable degree in the event of a cyber attack.

Governance and Compliance

5.8 Audits

BD or its designee may audit the facilities and records of the Suppliers to assure supplier's compliance with the requirements set forth in this EFS. Upon reasonable notice to suppliers, suppliers shall make such facilities and records available to BD and its designee, and suppliers shall reasonably cooperate with BD and its designee in such audits. Supplier shall immediately notify BD of any proposed or unannounced regulatory or government audit or inspection and will communicate such notice to the relevant points of contact for the affected products/services. Suppliers shall conduct periodic internal audits of the relevant manufacturing/service facilities for quality, labor practices, environment health and safety practices, and any other relevant areas. BD may periodically distribute surveys, desktop audits, and other online assessments to verify compliance with this EFS in place of, or in addition to, such audits, and supplier shall reasonably cooperate and participate in these efforts.

5.9 Training

Suppliers shall provide proper training and awareness programs to ensure that its employees are able to maintain the standards laid out in this document. These trainings should be periodically deployed and updated.

5.10 Miscellaneous

BD assumes no duty or obligation to audit or review suppliers' compliance with these expectations and assumes no liability or responsibility for the actions or omissions of suppliers. Any audit by BD will not relieve the supplier of their obligation to comply with this EFS.

Reporting Noncompliance

To report noncompliance with this EFS document, contact the confidential BD Ethics Helpline in the U.S. at 800.821.5452 or via our anonymous [online reporting tool](#). If contacting the BD Ethics Helpline from outside the U.S.:

- Visit the [AT&T international toll-free dialing guide](#).
- Select your country from the drop-down menu.
- Dial the corresponding AT&T Direct Access Number on your telephone. An English-language voice prompt or an AT&T operator will ask you to enter the toll-free number you are calling.
- Enter the BD Helpline number: **800.821.5452** (do not dial 1 in front of this number)
- You will be connected to an English-speaking helpline operator (please indicate at this point if you need interpretation assistance and in what language). BD does not tolerate any form of retaliation against anyone who reports an actual or suspected violation of this policy.



Resources

Documents that may support suppliers in connection with these expectations are set forth below:

- [BD Code of Conduct](#)
- [BD Sustainability Report](#)
- [BD Corporate Safety and Environmental Policy](#)
- [BD Human Rights Policy](#)
- [BD Responsible Sourcing Toolkit and Emissions: Supplier Transformation Guide](#)
- [BD Investor Relations](#)
- [Social Accountability International SA8000](#)
- [UN Universal Declaration of Human Rights](#)



More information

This document was last updated in January 2026.

For additional information concerning EFS, suppliers should contact the Responsible Sourcing team at BDResponsibleSourcing@bd.com

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