



Supplier Code of Conduct
Inspire Medical Systems, Inc.
(Adopted: April 30, 2025)

1.0 Introduction

A. Purpose

This Supplier Code of Conduct (this “**Supplier Code**”) of Inspire Medical Systems, Inc. (“**Inspire**,” “**we**” or “**our**”) reflects Inspire’s commitment to conducting our business ethically and complying with all laws and regulations, and our expectation that our suppliers, vendors and partners acting on our behalf also meet this commitment. This Supplier Code establishes minimum standards for the ethical business conduct of our Suppliers in addition to any specific obligations under their agreements with us.

B. Scope

This Supplier Code applies to any third party of Inspire (or of any of our subsidiaries or affiliates) that directly or indirectly sells, or seeks to sell, any kind of goods or services to Inspire or on Inspire’s behalf, including our suppliers, contractors, subcontractors, distributors, dealers, sales/marketing representatives, intermediaries, agents, partners, consultants, resellers, systems integrators, or similar entities (each a “**Supplier**”) and any such Supplier’s subsidiaries, affiliates, employees, agents or subcontractors (collectively, “**Representatives**”).

C. Compliance

We expect our Suppliers to have systems and processes in place to ensure compliance with this Supplier Code and to conduct business ethically and in compliance with all laws applicable to their business. This includes establishing a process for the reporting of all known or suspected violations of this Supplier Code without reprisal or retaliation, and mechanisms for investigating any known or suspected violations and implementing any necessary corrective or preventative action.

Our Suppliers are responsible for ensuring that their Representatives understand and comply with this Supplier Code. Inspire may conduct audits of our Suppliers to confirm compliance with this Supplier Code, and Suppliers must reasonably cooperate with and assist us in connection with any such audits. Suppliers shall participate in training related to the topics covered by this Supplier Code as we reasonably request. Further, Suppliers shall provide information regarding their supply chain to support Inspire in complying with legal, regulatory or reporting requirements or initiatives.

In addition to any rights we may have under agreements with our Suppliers, failure to comply with this Supplier Code gives us the right to terminate our relationship with the Supplier without notice or liability accruing to us.

D. Reporting Violations

Suppliers and their Representatives must report any known or suspected violations of this Supplier Code and may use Inspire’s Ethics Hotline. The Ethics Hotline is available 24 hours a day, 7 days a week by telephone at 1-844-858-5771, or on the Internet at inspiresleep.ethicspoint.com.

2.0 General Business Conduct and Ethics

At Inspire, commitment to compliance is one of our core values. We expect our Suppliers to conduct their business in an ethical manner and in compliance with all laws, rules, regulations and other legal requirements applicable to their business.

A. Anti-Corruption

Inspire does not tolerate bribery or corruption. Our suppliers must conduct business in compliance with all applicable anti-bribery and anti-corruption laws of the countries in which they operate along with the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010. This includes that our Suppliers will not offer, promise or provide anything of value to any government official for the purpose of inducing the government official to take or refrain from taking any discretionary action to provide any business or regulatory benefit to the Supplier. Further, our Suppliers must comply with all applicable laws prohibiting facilitation payments.

B. Conflict of Interest

Conflicts of interest, either actual or perceived, that interfere with Inspire's best interests must be avoided. In performing their obligations for us, our Suppliers and their Representatives shall not deal directly with any of our employees or their spouses, life-partners or other family members or relatives who may receive a personal benefit as a result of the Supplier's work with us. Our Suppliers must disclose to us any situation that reasonably would be expected to give rise to a conflict of interest.

C. Competition and Fair Dealing

Our Suppliers must endeavor to deal fairly with their collaborators, customers, suppliers, competitors and other third parties, and must not take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts or any other unfair-dealing practice. Suppliers must at all times deal with Inspire in an honest, transparent, fair and objective manner. Further, our Suppliers shall comply with all antitrust and fair competition laws applicable to their business, and shall not engage in collusive bidding, price fixing, price discrimination or other unfair trade practices in violation of antitrust and fair competition laws.

D. Confidential Information and Data Privacy

Suppliers must safeguard all of Inspire's confidential and proprietary information, and any unauthorized disclosure of our confidential or proprietary information is prohibited. Our confidential and proprietary information includes, but is not limited to, all non-public information that might be of use to our competitors, or, if disclosed, harmful to us or our counterparties, collaborators, customers or suppliers. Confidential information also includes protected health information, as that term is defined in the Health Insurance Portability and Accountability Act of 1996, of patients treated with our products or enrolled in clinical trials sponsored by Inspire. Suppliers must abide by all applicable data privacy laws and regulations when handling personally identifiable information and protected health information.

3.0 Social Responsibility

As reflected in our [Human Rights Policy](#), we are committed to respecting human rights and internationally recognized human rights standards wherever we operate and complying with all laws and regulations regarding human rights applicable to our business. Our commitment to respecting human rights is based on internationally recognized human rights standards, including the United Nations Guiding Principles on Business and Human Rights, International Labor Organization's Declaration on Fundamental Principles and Rights at Work, the United Nations Universal Declaration of Human Rights and the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct. We expect our Suppliers to meet similar expectations.

A. Child and Forced Labor

Our Suppliers are prohibited from the use of child labor or any form of forced or compulsory labor, including modern slavery and human trafficking, in any aspect of their business, operations or supply chain. Suppliers shall only use workers who meet or exceed the minimum legal age for employment as defined by applicable laws.

B. Fair Wages

We pursue fair employment practices in every aspect of our business and expect the same from our Suppliers. Suppliers shall comply with all applicable wage laws, including laws regulating wages, work hours, overtime and benefits. Further, our Suppliers shall not unlawfully deduct wages for hours worked as a disciplinary measure and shall not, whether or not as a condition to the right to work, require any worker to pay recruitment or other fees or amounts (monetary or in-kind), incur debt, make financial guarantees or incur any other financial obligation.

C. Non-Discrimination and Non-Harassment

Our Suppliers shall not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement or any other employment practice based on race, color, religion, creed, gender, gender identify or expression, sex (including pregnancy and pregnancy-related disability), national origin (including ancestry), age, physical or mental disability, medical condition, marital status, familial status, sexual orientation, status with regard to public assistance, membership or activity in a local commission, military or veteran status, genetic information or any other status protected by applicable federal, state or local laws.

Suppliers shall treat workers with respect and dignity, and shall provide a workplace that is free of harassment, including, but not limited to, any verbal, sexual or other harassment, verbal or sexual abuse, corporal punishment and mental or physical coercion.

D. Freedom of Movement

Our Suppliers shall ensure that workers have the right to freedom of movement and to terminate their employment or work arrangement without delay or hindrance or the threat or imposition of any discipline, penalty, retaliation or fine or other monetary obligation. Suppliers shall ensure that worker freedom of movement rights include each worker's right to leave their facilities without retaliation at the end of each

workday, based on reasonable health and safety-related justifications, and based on any other reasonable circumstances, such as personal or family emergencies.

Suppliers shall not require any worker to surrender control over original identification papers or documents, including documents giving a foreign worker the right to work in the country or to enter or leave the country or evidencing the worker's age (such as a birth certificate).

E. Freedom of Association

Our Suppliers shall respect, and shall not interfere with, the right of workers to lawfully associate with groups of their choice, including the right to form or join unions and to engage in collective bargaining, as permitted by applicable laws in the countries in which they operate.

4.0 Health, Safety and the Environment

A. Workplace Health and Safety

Our Suppliers shall provide a safe, healthy and sanitary working environment for their employees, and comply with all applicable health and safety laws. Suppliers shall implement procedures and safeguards to prevent workplace hazards and work-related accidents and injuries and provide workers with adequate and appropriate personal protective equipment.

B. Environment

Suppliers shall operate their facilities in compliance with all environmental laws, including laws and international treaties relating to waste disposal, emissions, discharges and hazardous and toxic material handling. Suppliers must ensure that manufactured products also comply with all environmental laws and treaties. Where feasible, our Suppliers should implement sustainable practices to reduce the environmental impact of their operations.

C. Animal Welfare

Any use by a Supplier of animals in connection with the conduct of Supplier's business for Inspire shall comply with all applicable laws related to such testing and be consistent with Inspire's Animal Testing Policy.