UFP Technologies, Inc.
Supplier Code of Conduct

August 20, 2026

Introduction

UFP Technologies, Inc., together with its subsidiaries and affiliates (collectively, the "Company" or "UFP Technologies"), is committed to conducting its business activities as a good corporate citizen with honesty and integrity and in compliance with all laws, rules and regulations applicable to it. As a designer and custom manufacturer specializing in comprehensive solutions for medical devices, sterile packaging and other engineered custom products and packaging – the Company recognizes that its suppliers play an integral role in the quality, safety and integrity of what it delivers to its customers and, ultimately, to patients.

This Supplier Code of Conduct (the "Code") sets out the basic principles and standards the Company expects of any individual or organization that provides goods or services to the Company, whether directly or through another supplier, including raw material suppliers, component manufacturers, contract manufacturers, distributors, service providers, agents, consultants and their respective employees, subcontractors and sub-suppliers (collectively, "Suppliers"). The Code should be read in conjunction with the terms of any agreement, purchase order or quality requirement between the Supplier and the Company. Where such an agreement imposes stricter requirements, the stricter requirements apply.

The Code cannot and is not intended to cover every applicable law, rule or regulation, or provide answers to all questions that may arise. It sets forth and highlights important legal, ethical and behavioral requirements for parties who wish to do business with UFP Technologies. Suppliers are expected to use good judgment and to seek to avoid even the appearance of improper behavior. Suppliers are further expected to take reasonable and necessary steps to communicate the principles of this Code to their own suppliers and subcontractors and to hold them to similar standards.

Compliance with this Code is a condition of doing business with UFP Technologies. The Company may request that Suppliers demonstrate their compliance, and reserves the right to assess compliance through questionnaires, reviews of available information, or audits and assessments of Supplier facilities and records. If a Supplier fails to comply with this Code, the Company will take appropriate measures, which may include requiring corrective action or terminating the business relationship. The Company may modify this Code at any time it deems appropriate.

Part I. Ethics and Business Integrity

1. Compliance with Laws, Rules and Regulations

Obeying the law, both in letter and in spirit, is the foundation on which this Code is built. Suppliers must conduct business in accordance with all applicable laws, rules and regulations of the countries, states and localities in which they operate, including, without limitation, laws relating to employment, human rights, health and safety, the environment, healthcare, data protection and international trade. Suppliers must obtain and maintain all permits, licenses and registrations required for their operations and must operate in accordance with their limitations and requirements at all times.

2. Anti-Bribery and Anti-Corruption

Suppliers must conduct their business without engaging in any form of bribery, kickbacks, extortion, embezzlement or corruption, whether involving public officials or private parties. Suppliers must not directly or indirectly offer, promise, provide or accept anything of value to improperly influence a decision, gain an improper advantage, or obtain, retain or direct business. A Supplier may not do indirectly anything that is prohibited to be done directly; this means a Supplier may not allow a third party, such as a distributor, customs broker or other agent, to make an improper offer, promise or payment on its behalf.

Suppliers must comply with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act, in all jurisdictions in which they transact business, even where local business customs or market practices may tolerate otherwise. Any benefit conveyed to a government official must be lawful, fully transparent and properly documented. Suppliers must promptly notify the Company if they become aware of any conduct in connection with the Company's business that violates, or is likely to violate, any anti-corruption law.

3. Healthcare Compliance and Interactions with the Medical Community

Many of the Company's products are supplied to medical device and other healthcare customers. Suppliers must not take any action that could inappropriately influence the medical decisions of healthcare professionals or the purchasing decisions of entities that buy products incorporating the Company's components, and must adhere to applicable healthcare laws and industry codes of practice (such as the AdvaMed Code) when engaged in activities to which they apply. Suppliers must not be excluded or debarred from participation in U.S. federal healthcare programs or federal procurement programs, or appear on any comparable exclusion list of another applicable government authority.

4. Fair Competition and Fair Dealing

Suppliers must compete for all business opportunities fairly, ethically and legally, and must comply with all applicable antitrust and fair competition laws. Practices such as collusive bidding, price fixing, price discrimination and other unfair trade practices are prohibited. Suppliers should endeavor to deal fairly with their own customers, suppliers, competitors and employees, and must not take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other intentional unfair-dealing practice. All statements, communications and representations to the Company must be accurate and truthful.

5. Conflicts of Interest

A conflict of interest may exist when a Supplier's private interests interfere, or even appear to interfere, with the interests of the Company. Suppliers must disclose to the Company any relationship or situation that may present an actual or potential conflict of interest, including any circumstance in which an employee of the Supplier, or a member of his or her family, has a relationship with a Company employee who can make decisions affecting the Supplier's business, or in which a Company employee or family member has a financial or other interest in the Supplier's business. If Company management approves an actual or apparent conflict, the approval must be documented.

6. Gifts and Entertainment

Gifts and entertainment are not needed in order to conduct business with UFP Technologies. The purpose of business entertainment in a commercial setting is to create goodwill and sound working relationships, not to gain unfair advantage. Suppliers must not offer any gift, entertainment or other business courtesy to a Company employee that is a cash gift or cash equivalent, is inconsistent with customary business practices, is excessive in value, could be construed as a bribe or payoff, or would violate any law or regulation. Suppliers must never offer any gift, entertainment or preferred treatment with the intention of influencing, or that could appear to influence, the decisionmaking objectivity of a Company employee, and must not offer gifts or entertainment of any value to Company employees involved in an active supplier selection or contract negotiation process.

7. Insider Trading

UFP Technologies is a publicly traded company. Suppliers that possess material non-public information about the Company or its business partners may not use or share that information to trade, or to enable others to trade, in the securities of the Company or any other company. All non-public information about the Company should be treated as confidential information.

Part II. Labor and Human Rights

Suppliers must conduct business in a manner that respects the rights and dignity of all people, consistent with internationally recognized human rights, including those expressed in the International Bill of Human Rights and the International Labor Organization’s Fundamental Principles and Rights at Work, and with the responsibility of all companies under the United Nations Guiding Principles on Business and Human Rights.

8. Forced Labor and Human Trafficking

Suppliers must not use involuntary labor of any kind, including slave labor, indentured or debt-bonded labor, forced labor, or involuntary prison labor, and must not support, promote or engage in any form of human trafficking. All workers must be free to commence and end their employment at their own free will. Suppliers must not restrict workers’ freedom of movement, must not require monetary deposits as a condition of work, and must not retain original identity documents, passports or work permits. Materials incorporated into a Supplier’s products must likewise be produced in compliance with laws governing forced labor and human trafficking in the countries in which the Supplier does business.

9. Recruitment Fees

Suppliers and their agents must not charge workers, including foreign migrant workers, recruitment fees or related costs of any kind, either directly or through third parties, as a condition of obtaining or maintaining employment. If workers have paid any such fees, they must be repaid to the worker.

10. Child Labor

Suppliers must not employ any person younger than the legal minimum working age in the jurisdiction in which the person is employed, and in no event younger than 15 years of age unless permitted by International Labor Organization Minimum Age Convention No. 138. Workers under 18 years of age must not perform work that is hazardous to their health or safety. The Company supports legitimate workplace apprenticeship and student programs that comply with all applicable laws and regulations.

11. Non-Discrimination, Respect and Dignity

Suppliers must provide equal opportunity in all aspects of employment based on an individual's merit and ability to perform the responsibilities of the job, and must not tolerate discrimination or harassment of any kind. Suppliers must not discriminate on the basis of race, color, religion, national origin, ancestry, ethnicity, gender, gender identity or expression, sexual orientation, age, disability, pregnancy, medical condition, citizenship, veteran or military status, marital status, union membership, political affiliation, or any other status protected under applicable law. Supplier workplaces must be free from harassment, harsh treatment, threats of violence, corporal punishment, and other forms of physical, mental or emotional coercion or abuse.

12. Wages, Working Hours and Benefits

Suppliers must provide compensation, including regular wages, overtime pay and legally mandated benefits, in accordance with all applicable laws and standards, and must comply with all applicable laws governing maximum working hours, rest periods, vacation time, leave and holidays. Overtime must be administered and compensated in accordance with applicable law, and where overtime is required, Suppliers must clearly communicate such requirements to employees. Suppliers must provide employees with clear and accurate information about wages, benefits, working hours and other terms and conditions of their employment, in a language understood by the worker where required by law, and must not impose unlawful wage deductions as a disciplinary measure.

13. Freedom of Association

Suppliers must respect the rights of their employees to freely associate or not associate with any legally constituted group or labor organization, to seek representation, and to bargain collectively, in accordance with applicable laws and regulations. Workers and their representatives must be able to communicate openly with management regarding working conditions without fear of reprisal, intimidation or harassment.

14. Immigration Laws and Right to Work

Suppliers must employ only workers with a legal right to work in the jurisdiction in which they are hired, and must review all legally required documentation to verify the legal work status of prospective employees before hiring.

15. Worker Grievance Mechanisms

Suppliers must provide means for workers to raise concerns, complaints and grievances in an accessible and confidential manner, without threat of reprisal, intimidation or harassment. Complaints must be investigated promptly, with timely remedies and corrective actions implemented to prevent recurrence.

Part III. Health and Safety

16. Safe and Healthy Work Environment

Suppliers must maintain a clean, safe and healthy work environment in compliance with all applicable environmental, health and safety laws, rules and regulations, and must maintain written safety and health policies and programs designed to minimize work-related injury and illness. These programs should proactively address workplace hazards, including chemical, biological and physical hazards, through the hierarchy of controls: elimination or engineering controls where possible, administrative controls, and appropriate personal protective equipment where needed. Suppliers must adequately train employees to perform their duties safely, and health and safety requirements for contractors working at a Supplier's facilities should be consistent with those for the Supplier's own employees. Any Supplier working on-site at a Company location must work in a way that assures its own safety and the safety of others and must comply with applicable Company policies and safety procedures.

17. Emergency Preparedness

Suppliers must identify potential emergency situations and develop and maintain emergency plans and response procedures that comply with applicable laws and regulations, addressing emergency reporting and notification, evacuation procedures, training and drills, appropriate fire and hazard detection and suppression equipment, emergency lighting, and adequate exit facilities.

18. Worker Housing

If a Supplier provides or arranges housing for workers, the housing must be maintained in a clean and safe manner and must meet applicable host country housing and safety standards.

Part IV. Environment

19. Environmental Compliance

Suppliers must act in an environmentally responsible manner, comply with all applicable environmental laws and regulations in the locations in which they operate, maintain all necessary environmental licenses, permits and authorizations, and remediate any environmental problems they may cause.

20. Emissions, Waste and Resource Conservation

Suppliers should systematically evaluate their environmental emissions, waste streams and effluents and have programs in place to minimize impacts wherever possible. Waste, including hazardous waste, and wastewater must be properly handled, stored, treated and disposed of in accordance with applicable laws and regulations. Suppliers are expected to strive to reduce, reuse and recycle materials within their operations; to optimize the use of energy, water and other natural resources; to monitor and strive to reduce their greenhouse gas emissions and water usage; and, upon request, to provide the Company with information about these efforts, including emissions data and reduction goals where available. Suppliers must prevent and mitigate accidental spills and releases of hazardous materials into the environment.

21. Chemicals of Concern and Restricted Substances

Suppliers must comply with all applicable chemical-related laws and regulations, including, without limitation, the E.U. Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) Regulation, the E.U. Restriction of Hazardous Substances (RoHS) Directive, the U.S. Toxic Substances Control Act (TSCA), and California Proposition 65. Suppliers must maintain adequate systems to identify and, upon request, disclose to the Company the chemical composition of products and materials supplied, including substances that are restricted or banned under applicable law or that are subject to customer or Company restricted substance requirements, and must promptly notify the Company of any changes to the regulatory status of substances contained in supplied materials.

22. Conflict Minerals and Responsible Sourcing

Suppliers must exercise due diligence within their supply chains regarding the sourcing of tin, tantalum, tungsten and gold and other minerals whose extraction or trade may finance armed conflict or involve human rights abuses, consistent with the conflict minerals provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the E.U. Conflict Minerals Regulation. Upon request, Suppliers are expected to provide completed Conflict Minerals Reporting Templates (CMRT) or comparable declarations in a timely manner, to identify smelters and refiners in their supply chains, and to support the Company's and its customers' related disclosure obligations.

23. Packaging and Extended Producer Responsibility

Suppliers should aim to reduce waste in product packaging wherever possible, consider recyclability and recycled content in packaging materials, and, upon request, provide the Company with accurate data regarding packaging materials, weights and recyclability necessary to support the Company's and its customers' compliance with applicable packaging and extended producer responsibility laws and regulations.

Part V. Quality and Supply Chain Integrity

24. Quality

Suppliers must meet the specifications agreed upon in the applicable agreement, purchase order, drawing or other contractual document, and must comply with applicable quality requirements and regulations, including, where applicable, requirements of the U.S. Food and Drug Administration and other health authorities governing materials and components used in medical devices. Suppliers involved in the supply, manufacturing, packaging, testing, storage or distribution of materials or products used in or incorporated into the Company's products are expected to establish and maintain an effective quality management system appropriate to their role. At a minimum, Suppliers must deliver products that meet specifications; identify and promptly communicate product quality issues; obtain formal approval before implementing changes to specifications, materials, manufacturing processes, manufacturing locations or equipment that could affect the Company's products; take steps to prevent the introduction of counterfeit parts and materials; support Company and regulatory audits as necessary; and promptly notify the Company of health authority inspections and regulatory issues related to goods or services provided to the Company.

25. Trade Compliance

Suppliers must comply with all applicable laws and regulations governing the international movement of goods, software, services and technical information, including customs, import and export control, economic sanctions, and anti-boycott laws of the United States and of the countries in which the relevant transactions occur. Suppliers must provide complete and accurate information and documentation required for the import and export of goods, including classifications, certificates of origin and invoices; must screen transactions for restricted parties, end users and end uses; and must not conduct business, directly or indirectly, with individuals, organizations or countries in violation of applicable export controls, sanctions or embargoes, including parties appearing on the U.S. Treasury Department's list of Specially Designated Nationals or other applicable restricted party lists, without required authorization.

26. Business Continuity and Supply Risk Management

Suppliers should identify, prioritize and mitigate risks that may disrupt supply continuity, and are expected to maintain appropriate business continuity plans, which should be reviewed with the Company upon request. Suppliers must promptly and openly communicate any unexpected events that could disrupt production or delivery of goods or services to the Company, and are expected to collaborate with the Company in good faith to mitigate identified risks and resolve disruptions.

Part VI. Confidentiality, Privacy and Information Security

27. Confidentiality and Intellectual Property

Suppliers must maintain the confidentiality of information entrusted to them by the Company, its customers or its partners, and must not disclose such information to other parties without the Company's prior written consent, except when disclosure is required by applicable law. Confidential information includes all non-public information that might be of use to competitors, or harmful to the Company or its customers, if disclosed, including product designs, specifications, pricing, costs, business and manufacturing processes, know-how, strategies, and customer and employee information. Suppliers must respect the Company's intellectual property rights, including patents, trade secrets, trademarks and copyrights; must use Company confidential information only as required to fulfill contracted performance requirements; and must not provide the Company with any third party's confidential information without appropriate consent from that third party. Suppliers must immediately report any unauthorized disclosure of Company confidential information. Suppliers must not release any statements, advertisements or other public communications, including social media content, referring to the Company or its business without the Company's prior written authorization.

28. Data Privacy

Suppliers must process all personal information in accordance with applicable data protection and privacy laws and contractual obligations, including requirements governing cross-border transfers of personal information. Suppliers must collect personal information only for legitimate business purposes; process personal information received from the Company only in accordance with the Company's instructions and the underlying agreement, and not for unrelated purposes; share it only with those who are permitted access; implement appropriate technical, administrative and organizational safeguards to protect it against unauthorized access, alteration or loss; retain it only as long as necessary; and contractually obligate any subcontractors with access to personal information to protections at least as stringent. Suppliers must promptly report any actual or suspected breach of personal information related to the Company to the Company, in a timeframe that enables the Company to meet its legal notification obligations, and must return or destroy personal information at the termination of services in accordance with the underlying contract.

29. Information Security

Suppliers must maintain appropriate information security practices designed to safeguard data and systems, consistent with recognized industry standards and any security requirements specified in agreements with the Company. Where Suppliers are given access to the Company's systems, networks or facilities, such access must be used for authorized, business-related purposes only, and Suppliers must comply with the Company's applicable security policies and procedures, including requirements for maintaining passwords and protecting Company data and electronic media.

Part VII. Records, Compliance and Reporting

30. Accurate Books and Records

Suppliers must maintain honest, accurate and transparent books and records that reflect actual transactions and payments in reasonable detail and that conform to applicable legal requirements and generally accepted accounting principles. Supplier personnel and systems responsible for records must not hide information, fail to record information, or make false entries. Suppliers must not sign or submit any document or statement, directly or indirectly, that they know or have reason to believe is false. Records must be created, retained and disposed of in compliance with applicable legal and regulatory requirements and made available to the Company as provided in the applicable agreement.

31. Management Systems and Compliance Programs

Suppliers must implement appropriate programs, policies, procedures and governance structures, proportionate to the size and nature of their business, designed to ensure compliance with this Code and all applicable laws; to identify, assess and mitigate risks related to the topics addressed in this Code; and to drive continuous improvement. This includes designating management responsibility for compliance, training employees as appropriate, maintaining documentation necessary to demonstrate conformance with this Code, and deploying processes to communicate applicable elements of these standards to their own suppliers and to monitor their compliance.

32. Audits, Assessments and Corrective Action

The Company or a third party designated by the Company may conduct periodic audits, assessments, questionnaires or reviews of Supplier facilities, systems, records and practices to confirm compliance with this Code. Suppliers are expected to cooperate with such activities and to promptly take corrective action to address any deficiencies identified. Suppliers must notify the Company within a reasonable time period if they are not in conformance with the expectations of this Code.

33. Transparency

Suppliers are encouraged to provide transparency about the environmental, social and governance matters relevant to their organization, with the level of external reporting appropriate to the size of their organization, and to participate in recognized disclosure programs where applicable.

34. Reporting Illegal or Unethical Behavior

The Company expects Suppliers, their employees and their subcontractors to speak up if they see or hear anything in connection with the Company's business that seems illegal, unethical or improper, or if they are unsure how a provision of this Code applies to a specific situation. Concerns may be raised with the Supplier's Company procurement or business contact, or reported to the Company through the reporting channel. The reporting channel is accessible 24/7 through the Internet (UFPTechnologiesInc.integrityline.com) or by calling the U.S. toll-free hotline (800- 461-9330) or any applicable international hotline number available on the EQS reporting site. Reports may be made confidentially and, where permitted by law, anonymously. It is the policy of the Company not to allow retaliation against any person for a report of suspected misconduct made in good faith, and Suppliers must likewise ensure that their own workers can report concerns without threat of reprisal, intimidation or harassment.

35. Consequences of Non-Compliance

Supplier shall maintain documentation demonstrating compliance with these expectations and applicable laws and regulations and shall make such documentation available to the Company upon request. In addition to any other rights under its agreements with Suppliers, the Company reserves the right to take appropriate action if a Supplier fails to comply with the standards outlined in this Code. Such actions may include requiring the Supplier to implement corrective or preventative measures, conducting follow-up monitoring or assessments, disqualifying a potential supplier, or terminating the business relationship. The Company expects Suppliers to collaborate with it in good faith to resolve concerns and to drive continuous improvement.

36. Governance, Approval and Review of this Code

This Supplier Code was reviewed and approved by the UFP Technologies ESG Steering Committee, whose members include the Company's General Counsel and Chief Financial Officer. The ESG Steering Committee is accountable for this Supplier Code and receives periodic reporting on Supplier assessment activity, corrective actions and material instances of non-compliance. Day-to-day responsibility for implementation rests with our global supply chain and quality leaders, working with the Company's Legal function. The ESG Steering Committee will review this Supplier Code at least once every two years, and more frequently if warranted, and must approve any amendment. The current version of this Supplier Code is published on the Company's website.