

# THIRD-PARTY CODE OF CONDUCT



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# THIRD-PARTY CODE OF CONDUCT

## Scope

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As a global company, Merz acknowledges its responsibility and, as part of its corporate policy, makes every effort to fully comply with the laws, rules, and regulations of the countries in which it operates. To further advance social and ecological responsibility as well as business ethics, Merz is also committed to complying with international conventions for the protection of civil, political, economic, and social rights of people as well as the protection of the environment. To routinely deliver trusted results, Merz must draw on specialized compliance and regulatory expertise and maintain reliable processes and systems to manage compliance operations. The industries we are operating in face a complex and expanding set of laws, regulations, and industry codes. Non-compliance poses significant risks including disruption of sales, criminal and monetary penalties, and reputational damage.

This Third-Party Code of Conduct is integral when engaging distributors and agents, third party vendors, suppliers, service providers, contractors and partners that have business relationships with a company of the Merz Group ("**Partners**") including Partner subcontractors and suppliers. Merz expects ethical practices throughout its entire supply chain, therefore its Partners must also conduct their business in an ethical manner and act with integrity. It is imperative for all Partners to adhere to this Third-Party Code of Conduct.

This Third-Party Code of Conduct is designed to promote trust and is intended to provide guidance to help us maintain the highest ethical standards in our business practices while achieving our goals. It is not intended to cover all foreseeable situations, nor does it deal with all applicable situations or provide all the necessary rules a Partner should follow. Therefore, Partners are expected to act independently and on their own responsibility. However, in no case shall compliance with this Third-Party Code of Conduct violate local laws. But if national laws or local regulations set stricter standards than those formulated in this Third-Party Code of Conduct, then the stricter standards will apply.

For this Code, "**Applicable Laws**" means any national, state, local, and international applicable laws, rules, regulations, mandatory industry codes of conduct, and guidelines applicable in the Partner's territory. These include the United Nations (UN) Universal Declaration of Human Rights, the UN Guiding Principles on Business and Human Rights, the International Labour Organization (ILO) Declaration on Fundamental Principles and Rights at Work, and the initiative for sustainable and responsible corporate governance (UN Global Compact).

Partners shall familiarize themselves and comply with all Applicable Laws and any other Merz policies that depending on the business relationship apply to the partner as well as any other relevant statutory requirements of the country in which the Partner operates, whichever requirements are more stringent. Partners should have a comprehensive compliance program designed to prevent and detect employee, supplier, agent, and subcontractor unethical or unlawful behavior. Further-

more, if a Merz Partner detects unethical or unlawful behavior, they must have a system to ensure timely and adequate response to deter such behavior from happening again.

Merz expects all Partners to provide evidence that they align their business activities with this Third-Party Code of Conduct and that this Third-Party Code of Conduct is also complied with by their subcontractors and suppliers. Partners agree to enforce the obligations of this Third-Party Code of Conduct with its subcontractors and suppliers by agreeing on suitable contractual provisions. Partners shall also require subcontractors to enforce such obligations vis-à-vis its subcontractors.

Merz reserves the right to audit its Partners to verify compliance with this Third-Party Code of Conduct. Any corrective and preventative actions resulting from audit findings will be mutually agreed with the Partner.

Any violation of this Third-Party Code of Conduct will be appropriately sanctioned (e.g., termination of contract, reporting to the criminal prosecution office). Merz does not tolerate any damage to its reputation and the reputation of its Employees and Managers due to improper actions or behavior. Therefore, any violation of this Third-Party Code of Conduct shall be understood as an impairment of the business relationship with Merz. Merz expects its Partners to immediately investigate any credible allegations that may violate this Third-Party Code of Conduct and to immediately inform Merz of any conduct or systemic concern that could impact Merz financially, operationally, or reputationally. Merz reserves the right to demand corresponding information in the event of substantiated suspicion of a violation of the Third-Party Code of Conduct.

If any Partner violates this Third-Party Code of Conduct, Applicable Laws or industry codes of conduct, Merz will review that business relationship and may take legal action. Merz reserves the right to stop any business with Partners who are in violation of this Third-Party Code of Conduct.

Merz reserves the right to update this Third-Party Code of Conduct if necessary.

This Third-Party Code of Conduct consists of four sections:

- Build Trust in how we do Business,
- Build Trust with each other,
- Build Trust in how we use information; and
- Reporting of Violation.

## **Build Trust in how we do Business**

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### **Fair Competition**

All corruption, extortion, and embezzlement are prohibited. Partners shall not pay or accept bribes or participate in other illegal inducements in business or government relationships. Partners shall conduct their business consistent with fair and vigorous competition and in compliance with all Applicable Laws. Partners shall not take unfair advantage of anyone by misrepresenting material facts, manipulation, concealment, abuse of privileged information, fraud, or other unfair business practice.

### **Freedom from Corruption and Bribery**

Partners shall not offer, give or receive bribes, facilitating payments (undocumented or unofficial payment to ensure or speed up the proper performance of a government official's routine duties) or other improper payments, either directly or indirectly, in cash or in kind, even if an improper payment is seen by some as the accepted business practice in a particular culture or country.

### **Meals, Gifts, Entertainments, and Other Favors**

Merz's policy expressly prohibits giving gifts, making loans, or granting other benefits in an attempt to sell products or services or to improperly influence business, work, or official decisions. Partners must not offer, promise, authorize, or give any entertainment or anything of value to any public official in any country, including to any healthcare professionals employed by the government. In other situations, modest gifts that are given pursuant to customary commercial practice may be given if (1) they are not cash or cash equivalents, (2) they are infrequent, and (3) they are nominal in value. In particular, the aggregate value of gifts given per year should not exceed the amount permitted by the industry codes and guidelines applicable in the Partner's territory. Meals provided should be moderate and reasonable by local standards.

### **Record-keeping**

Partners shall maintain documentation necessary to comply with all record-keeping requirements under the Applicable Laws and local regulations. Accounting records and supporting documents should accurately describe and reflect the true nature of the underlying transactions and conform to applicable accounting standards.

### **Standards When Conducting Clinical Trials**

Partners are expected to conduct clinical trials in accordance with the international guidelines, the Applicable Laws and regulations and the strictest medical, scientific, and ethical principles.

### **Marketing and Promotional Practices**

Partners shall only engage in the sale of Merz products (e.g., as a distributor) after they have obtained all appropriate authorization to do so (e.g., government approvals, permits, etc.). Partners shall only provide information about Merz products when authorized by Merz to do so. This includes communications about our products in person or through written material, and delivered through any medium, including digital.

Partners engaged in the promotion of Merz products shall ensure that their marketing and promotional materials and activities conform to high ethical, medical, and scientific standards, and comply with all Applicable Laws and regulations. The promotion of Merz products shall not include any false, misleading, absolute, exaggerated or unscientific claims or any guarantees of effectiveness. All claims made should be substantiated by scientific evidence.

## **Trade Compliance**

Partners must comply with Applicable Laws relating to trade compliance, export controls and international sanctions and other trade restrictions to ensure that certain countries, entities, or persons, in particular those associated with terrorist activities, do not receive specific goods, services or any financial contributions. All transactions should be screened for compliance with applicable rules for trade with sanctioned countries and persons and prohibited end-users.

## **Build Trust with each other**

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### **Labor**

Merz expects its Partners to comply with generally accepted labor standards for the protection of employees. Employees are to be treated with dignity and respect, which is why the following applies:

#### **Prohibition of Child Labor**

Merz expects its Partners to prohibit any form of child labor. All employees shall be of legal age established by the local law. In any case, the age of admission to employment shall not be less than the age of completion of compulsory schooling, and, in any case, not less than 15 years.

#### **Prohibition of Forced Labor**

Merz expects its Partners to prohibit all forms of modern and conventional slavery. The term “modern slavery” covers various situations of exploitation that a person cannot leave by his or her own efforts due to threats, violence, coercion, deception and/or abuse of power (e.g., forced labor, debt bondage, forced prostitution, forced marriage, or human trafficking). Partners may neither practice these forms of modern slavery themselves nor profit from them in the course of their business activities.

Employees shall have the right to leave the workplace premises after completing the standard workday and be free to terminate their employment without penalty provided that they give reasonable notice to their employer. Lodging deposits, withholding of identification documents or of any salary, benefits, or property by the Partners is forbidden. Partners shall not engage in or tolerate the use of corporal punishment, mental or physical coercion, mobbing, public exposure, and verbal abuse of employees. This also applies to the threat of such treatment. Disciplinary policies and procedures to support these requirements must be clearly established and communicated to the employees.

#### **Workplace Health and Safety**

Merz expects its Partners to comply with those occupational health and safety obligations applicable under the national law that minimize the risk of work-related accidents and health hazards.

Partners shall provide a healthy and safe workplace environment and take effective steps to prevent potential accidents and injury to the employees' health arising out of, associated with, or occurring in the course of work. To mitigate known hazards or potential risks Partner shall meet sufficient safety standards in the provision and maintenance of the workplace, workstation and work equipment. Partners provide access to protective equipment and safety training and complies with

Applicable Laws and local regulations regarding workplace health and safety. The risk of excessive physical and mental fatigue must be mitigated by appropriate work organization. Thus, Merz expects its Partners to apply and comply with the respective national regulations and agreements on working hours and regular paid leave. Exceptions include emergencies and extraordinary circumstances. All overtime must be voluntary. Partners shall carry out operations in a way that limit overtime to a level that ensures productive and humane working conditions.

In any case, Partners will provide their employees with a workplace free of harsh and inhumane treatment (e.g., without any sexual harassment, sexual abuse, corporal punishment or torture, mental or physical coercion or verbal abuse of employees, or the threat of any such treatment).

### **Freedom of Association and the Right to Collective Bargaining**

Merz expects its Partners to recognize and respect the freedom of association as long as applicable national law does not conflict with it, including the right of employees to form, join, and organize workers' organizations such as unions or comparable organizations of their own choice without unjustified discrimination or retaliation.

Merz also expects its Partners to recognize and respect the right to strike in accordance with applicable national law, and the right to bargain collectively on their behalf with the Company, ensure that they can exercise their right in a lawful and peaceful way, and that their doing so will not result in any negative consequences to them.

### **Prohibition of Discrimination**

Merz expects its Partners to ensure equal opportunities in employment and to hire and compensate employees according to their professional qualifications. Any unequal treatment based on national and ethnic origin, social origin, health status, disability, sexual orientation, age, gender, political opinion, religion or ideology is prohibited, unless it is justified by the requirements of the employment.

### **Fair Remuneration**

Merz expects its Partners to pay their employees appropriately. Partners shall recognize that applicable minimum wages are essential to meeting their employee's basic needs. Illegal, unauthorized or disciplinary deduction from wages is prohibited.

### **Protection of Livelihoods**

Merz expects its Partners to operate in an environmentally responsible and efficient manner to minimize adverse impacts on the environment. Partners shall not cause harmful soil alteration, water and air pollution, harmful noise emission or excessive water consumption if (i) these also significantly impair the natural basis for the preservation and production of food, (ii) deny a person access to safe drinking water, (iii) impede or destroy a person's access to sanitation, or (iv) harm a person's health. Environmental impacts must not lead to a violation of human rights. As this is an insidious process, the Partners must proactively prevent the stated environmental impacts.

In addition, Merz expects its Partners to observe the prohibition of unlawful eviction and unlawful deprivation of natural resources in the acquisition, development and other use of land, forests and waters, whose use secures a person's livelihood. Partners shall therefore examine whether and to what extent their own business activities and those of their supplier companies interfere with the use of the livelihood of local people. Should the (intended) business activity require forced

evictions, a Partner shall pay particular attention to the procedural guarantees for forced eviction stipulated in the applicable national law of the place of employment. Partners shall ensure compliance with these guarantees.

### **Environmental sustainability**

The protection of the environment is an important corporate goal for Merz. Sustainable growth that ensures the protection of the environment, the conservation of its natural resources, and thus respect for the living conditions of future generations is a high priority for Merz. Merz therefore expects its Partners to be aware of the scarcity of resources and their responsibility towards future generations and to align their corporate actions accordingly.

Merz expects its Partners to comply with all operational requirements in connection with doing business for Merz. Partners must comply with applicable national environmental laws, regulations and standards. In particular, they must obtain, maintain and regularly update all required environmental permits, approvals, registrations, etc.

### **Efficient Use of Resources**

Merz expects its Partners to increase the resource efficiency of materials used and to minimize the environmental impact of their own business activities. Resources such as water, fossil fuels, minerals and other natural resources must always be handled responsibly by testing new technologies and using sustainable recycling methods.

### **Chemicals and other dangerous substances**

Merz expects its Partners to handle chemicals and other hazardous substances responsibly. For instance, the Partners must follow minimum legal requirements for environmentally safe manufacturing, handling, and disposal, particularly with respect to mercury emissions.

### **Waste management**

Merz expects its Partners to comply with the procedures and standards for waste management of chemicals, other hazardous materials and packaging that are legally applicable in the country in which the Partner operates, in particular with regard to the transboundary shipment of hazardous waste.

### **Action to prevent, end or minimize violations**

In the event of an actual or immanent Code violation the Partner in coordination with Merz will take appropriate remedial action suitable to prevent, end or minimize the extent of such violation or risk. Partners shall set-up and implement without undue delay, a concrete timetable to prevent further violations, end or minimize the violation or risk. If the Partner's efforts fail to prevent, end, or minimize the Code violation or associated risk, Merz at its sole discretion can suspend the business relationship until appropriate action has been taken.

Merz shall furthermore have the right to terminate the contractual relationship with the Partner with immediate effect if a severe violation is evident and no other means to reconcile are available.



## Build Trust in how we use information

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### **Protection of Confidential Information and Copyright**

Partners are expected to protect the confidentiality and security of information obtained through or as a consequence of the business relationship with Merz. They shall collect and process data for specific and legitimate business purposes only and secure such data against unauthorized access. The disclosure or other use of confidential information obtained through or as a consequence of the business relationship with Merz (including information obtained about Merz customers, suppliers, distributors, vendors etc.) must be limited to the proper conduct of the intended business between the parties. Partners will ensure that valid intellectual property rights, including but not limited to copyright or products or processes, are protected.

### **Privacy**

Partners shall protect the confidentiality and security of confidential and personally identifiable information as well as personal data to ensure that company, employee, customer and patient privacy rights are protected. Any use or disclosure of such information must be limited to those business purposes for which such information was received. Whenever possible, Partners shall use anonymized or aggregated data so that individuals are not identifiable. Further, Partners are expected to ensure that also each third party that collects and/or processes personal data on the Partner's behalf must comply with respective privacy laws and regulations.

## Reporting of violation

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Merz expressly encourages its Partners and customers as well as other third parties to report suspicions or potential compliance violations or indications of violations of human rights or environmental obligations via the Merz Ethics Helpline [ethics.merz.com](https://ethics.merz.com). Applicable laws, such as data protection provisions as well as business and trade secrets of the Partner shall be adhered to. Reports regarding potential violations of the law, this Third-Party Code of Conduct or other Merz policies can be made anonymously.

There is no retaliation against anyone who notifies Merz of a potential violation or compliance concern. Merz absolutely prohibits retaliation against anyone that made a report based on reasonable grounds to believe that the information on the potential violation was true at the time of reporting. Retaliation is grounds for disciplinary measures up to and including termination.

