

Code of Ethics of Pharm-In, spol. s r.o.

The Code of Ethics of Pharm-In, spol. s r.o. (hereinafter referred to as the “Code”), registered office: CBC V Karadžičova 16, 821 08 Bratislava, Company ID: 44 186 436 (hereinafter referred to as “Pharm-In”, the “Company” or the “Employer”) has been prepared in compliance with the law currently applicable in the Slovak Republic and, at the same time, it is in compliance with the best practice principles applied within the meaning of responsible and ethical business running. It is also based on the principles included in the Code of Ethics of the Association of Innovative Pharmaceutical Industry.

The Code stipulates the way and conditions of ethical business running, which the Company has undertaken to conduct. It covers the field of ethics, human rights, employment rights, occupational safety and the environment. It should be of assistance for everyday decision-making related to ethical dilemmas and of some kind of guidance on how to run one’s business while maintaining one’s own integrity. The Company does not support any conduct that, even though legal, is perceived as unethical.

Clause I

Persons Subject to Regulation Force

1. The provisions hereof apply to all Pharm-In employees and natural persons appointed or elected to Pharm-In’s bodies, even without any employment relations with the Company.
2. Moreover, the Code is a standard annex to the contracts that the Company enters into with its suppliers, thus being equally binding for such suppliers. At the same time, whenever possible, the Company tries to spread the principles of ethic policy and requires that Its Suppliers request the meeting of the same principles from their third parties.

Clause II

Pharm-In’s Principles

1. *Zero corruption tolerance*

- 1.1. Pharm-In disapproves corruption in any of its forms, be it direct or implicit, and applies zero corruption tolerance in relation to any corrupted conducts. For the reason given, Its employees are required to stay honest and ensure transparency and correctness of their working activities. The same is required from all the third parties entering in contractual relations with the Company.
- 1.2. The Company forbids any form of corruption, especially the acceptance and provision of any illegal payments, be those financial or of any other form, in order to gain advantages in relations with any person having any type of relationship with the Company. Such acceptance of unjustified advantages relates to their direct or implicit (through an intermediate) provision to oneself of any other person in the form of a bribe either requested or let to be promised in order to act or to abstain from any act resulting in a breach of one’s obligations arising from their employment, occupation, position, or capacity.
 - Should it be based on contractual or other legal grounds, employees and other persons shall report each and every breach or suspected breach hereof (especially when suspecting corruption) or any other antisocial activities to a person in charge of such information acceptance and of subsequent analysis of the reported information. The person in charge shall take all the steps necessary to clarify the situation that occurred. Notices may be sent to the email address: ethics@pharmin.sk

2. *Bribes*

- 2.1. Pharm-In forbids any form of corruption, especially the acceptance and provision of illegal payments whether financial or of any other form in order to gain some advantages in relations

with those who are in any form of relationship with the Company. Such acceptance of unjustified advantages relates to their direct or implicit (through an intermediate) provision to oneself or any other person in the form of a bribe either requested or let to be promised in order to act or to abstain from any act resulting in a breach of one's obligations arising from their employment, occupation, position, or capacity. If promised, offered, or requested to pay any bribe, the Company employees shall immediately report the matter to a person in charge within the meaning of Clause III hereof.

3. *Contributions to political parties*

- 3.1. The Company requires from everyone entitled to do so on its behalf, to refrain from any form of pressure exerted on policy makers, be such pressure direct or implicit, from any funding of political parties, their representatives, or candidates, whether in Slovakia or abroad, and from any sponsorship of events aimed exclusively at political propaganda.

4. *Contributions to charities or sponsorship*

- 4.1. Pharm-In may support initiatives in the social, environmental, cultural, sport and educational spheres through sponsorship or special agreements. These have the form of events that guarantee quality and effectiveness and are meaningful. The Company pays special attention to the process of selecting such activity supporting proposals. The process of their selection shall be documented and each potential conflict of interests of either personal or business nature shall be recorded. In every instance, it shall apply that Pharm-In shall not expect any benefit in exchange for such support.

5. *Remunerations and advantages*

- 5.1. The Company shall not allow its employees or other stakeholders to directly or implicitly provide or receive any payments, different types of remunerations or any other benefits from anyone in order to speed processes or provide benefits to any other person. In case of any promise, offer or request related to such advantages, Company employees or any other persons able to influence the decision-making process in Pharm-In shall immediately inform on such conduct in line with Clause III hereof.

6. *Gifts and other considerations*

- 6.1. Any forms of gifts of the value exceeding the value based on best practices or ethics (usually exceeding the value of EUR 50.00, VAT excluded) or gifts that are to lead to some privileged treatment when enforcing interests related to Pharm-In shall be forbidden. It is crucial that the gifts will not influence the employee's professional judgement or will not lead to believing that they could influence the judgement in question. The term „gift” relates to any form of benefit (e.g., free participation in conferences (no fee paid), promise to gain any job position etc.).
- 6.2. It is especially forbidden to provide any form of gifts to the representatives of public authorities (mainly to health-care workers) in the Slovak Republic or abroad, their family members included. It is also forbidden to provide auditors with any gifts that could influence the independent character of their judgement or lead to any benefit gained.
- 6.3. There shall be no exception from this rule, not even in the countries, where it is common to provide valuable gifts to business partners, regardless of whether these are promised, offered or accepted.
- 6.4. Any promotional materials (e.g., pens, diaries, USB sticks etc.) that Pharm-In gives to its partners are of insignificant value and are perceived as a means of promoting the Company's business name.
- 6.5. All the gifts provided, the gifts of symbolic value excluded, shall be reported, and recorded in the Register of Accepted and Provided Gifts maintained by the Office Manager and shall be approved by the Company chief executive officer.
- 6.6. The employees who are given promoting materials or advantages that do not fall in the group of insignificant gifts because of their value, shall immediately report such a matter to the chief

executive officer who shall then review their appropriateness and shall make a written record of her decision. Reporting as per points 6.5 and 6.6 shall be executed by filling in a Notification of Accepted/Provided Gifts and/or Refreshments stated in Annex 1 hereto.

6.7. Under no circumstances may the gifts of insignificant value be received often, repeatedly or on a regular basis.

7. *Conflict of Interests*

7.1. A conflict of interests is a situation containing a risk of one's personal interest influencing or perceived as having potential to influence or interfere in the Company's business interests. An existing conflict of interests creates a picture of improper behaviour that might jeopardise the trust vested in Pharm-In. Due to the reasons stated, it is inevitable to identify any potential conflict of interests and solve it effectively.

7.2. All the employees shall fill in a Reporting Conflict of Interests form as soon as they identify a potential conflict of interests related to their job performance and to submit such a form to the Employer who shall decide of further steps to be taken. The form is Annex No. 2 to the Code of Ethics.

8. *Anti-Money Laundering*

8.1. Pharm-In refuses any activities connected with money laundering and terrorism funding. At the same time, It respects international standards, regulations applicable in the EU, laws of the Slovak Republic and sublaws applicable in the region given.

9. *Fair Economic Competition*

9.1. Pharm-In runs its business activities with the meaning of fair economic competition in compliance with the applicable Slovak legislation, which It in turn also expects from Its suppliers and any other third parties.

10. *General Human Rights*

10.1. Pharm-In performs Its activities in the manner respecting all people's human rights and dignity. In the Slovak Republic, business can be run in compliance with the Constitution of the Slovak Republic, local laws, and internationally recognised principles (e.g., United Nations Guiding Principles on Business and Human Rights).

10.2. At the same time, Pharm-In requires the respecting of fundamental human rights from all the third parties it enters into contractual relations with.

10.3. The Company activities do not cause, contribute to, or have any negative impact or influence on fundamental human rights.

10.4. Should an employee or any third party be aware of any breach of such a principle they shall proceed in line with Clause III hereof.

11. *Employment Rights – Fair Employment*

11.1. Occupational rights of all the Pharm-In employees shall be respected. The Company treats Its employees equally and with respect. All the employees shall be provided with equal opportunities.

11.2. The company disapproves any forced labour or human trafficking and does not tolerate such practices.

11.3. Its employees come to and leave their workplace in compliance with the conditions specified in the Company's Employment Regulations.

11.4. The Company shall not use or support child labour as part of Its activities.

11.5. Under no circumstances shall the Company tolerate any form of discrimination. The employees and third parties shall not be discriminated against based on their sex, religion, beliefs, race, nationality or ethnicity, disabilities, age, sexual orientation, skin colour, language, marital and family status, national and social backgrounds, assets, gender, or other position or due to having reported crime acts or other antisocial activities. Under the term "discrimination",

direct and indirect discrimination, sexual and other forms of harassment, and ineligible disciplinary actions shall be understood. Any instruction to discriminate or encouragement of such discrimination shall also be perceived as discrimination.

11.6. Pharm-In treats its employees and their parties fairly. Any bullying, sexual harassment, mental or physical duress or verbal attacks shall not be tolerated.

11.7. Employees and third parties shall be fairly remunerated for their work. In the field of remuneration, the Company proceeds in line with the applicable legislation of the Slovak Republic. The employees' work conditions, and rights and obligations shall be detailed in the Company's Employment Regulations and employment agreements. The method of third parties' remuneration shall be specified in individual contracts signed by both parties to demonstrate their agreement.

12. *Occupational Health and Safety*

12.1. As regard occupational health and safety, the Company proceeds in line with the currently applicable legislation of the Slovak Republic. It shall provide its employees with regular OSH and fire protection training. Employees shall be trained as soon as they start working for the Company and shall be subsequently retrained on a regular basis.

12.2. Moreover, the Company also requires the compliance of its suppliers' and third parties' procedures with the legislation.

13. *Environmental Sustainability*

13.1. Pharm-In cares about the environment. It consistently tries to minimise its impact on the environment by, for instance, separating waste, minimising printing jobs, introducing electronic invoices, minimising purchased plastic materials etc.

13.2. It also expects the same approach to the environment from third parties. The Company encourages all its employees, suppliers and other third parties to try to contribute to environmental protection at work and at home as much as possible.

14. *Data and information protection*

14.1. The data and information Pharm-In processes and gains throughout its business activities performance shall be protected in compliance with the applicable legislation of the Slovak Republic. The method of data protection and archiving shall be detailed in a personal data protection directive and a directive concerning safe personal data handling principles.

15. *Quality and Good Business Practices*

15.1. The services Pharm-In offers to its clients shall be provided on the basis of a trade certificate, record made in the Business Register of the Slovak Republic. The Company makes sure that its business activities are conducted under the applicable legislation of the Slovak Republic, international standards in its field of business activities and clients' requirements.

15.2. All the company processes are inspected and subject to revision as needed.

15.3. The processes set up in the Company may be audited on the basis of a client's request and in compliance with a contract entered into with the client given.

15.4. The process of supplier selection specified in the "Supplier Selection" SOP ensures that the quality and safety of the services rendered to a client will not be compromised and that the integrity of the Company's supplier chain will be maintained.

16. *Business sanctions and export inspections*

16.1. Pharm-In will be avoiding contractual relations with persons and companies on sanction lists.

16.2. Pharm-In also requires from its suppliers and other third parties not to enter into contractual relations with the persons and companies on such sanction lists.

Clause III
Reporting Breach of Code of Ethics

1. If Company employees and other persons for whom it arises from their contract or some other legal ground, learn about any breach of the provisions of the Code of Ethics or any other antisocial activity during their job or activities related to job performance, they shall report such a breach or suspicion of such a breach (especially when suspecting corruption) to a person in charge, which is the Company Ethics Officer. The person given shall be liable for such notification obtaining and its subsequent analysis. At the same time, the person in charge shall take all the steps necessary to clarify the situation that occurred. Notices may be sent as email messages to the following email address: ethics@pharmin.sk
2. Notifications can be sent anonymously or with contact details stated.
3. Pharm-In undertakes to guarantee its employees the highest level of confidentiality and anonymity possible so that the employees who file their incentives in good faith will not be, in connection with it, prosecuted, jeopardised, or punished in any way, not even when such an incentive proves to be groundless.
4. All the Code breach and antisocial activity notifications shall be adequately documented and archived in line with the Company's internal regulations.
5. The process of Code of Ethics breach and antisocial activity reporting shall be detailed in Employer's Procedure No. 1 to the internal system of reported antisocial activity verification.

Clause IV
Education in Field of Ethics and Ethical Business Running

1. All Company employees and natural persons appointed in or elected to Pharm-In's bodies, even without any employment relations with the Company, shall be trained at least once a year on the areas included herein.
2. Such training shall be obligatory, and its attendance shall be stated in a relevant employee's education card.
3. The Office Manager shall be liable for such training preparation and correctness.
4. All the Company freshmen shall attend such training within three months since being hired.

Clause V
Final Provisions

1. The Code shall be binding for all Pharm-In employees and natural persons who are elected to or appointed in the Company's bodies even without any employment relation with the Company. At the same time, it is binding for the Company's suppliers and other third parties.
2. The Code shall become effective as of the date of its signing by the company executive.
3. As of the day the Code becomes effective, all the previous codes and regulations stipulating the area of ethics and ethical business running shall become void.
4. The Code shall be updated on a regular basis, especially with each relevant amendment of law. Pharm-In tries to constantly improve its performance in the area of ethics and, due to the stated, considers the document to be subject to dynamic development.
5. The areas the Code deals with are subject to regular risk assessment the results of which influence the form hereof.
6. The Office Manager shall be the person appointed to check the observance hereof.
7. The failure to meet the provisions hereof shall be deemed a job misconduct that might result in worker's job termination or in the termination of the contractual relation with a supplier or other third party.