

## **Business and Trade Code of Conduct**

This document is the Business and Trade Code of Conduct (the “Code of Conduct”) of **JOLINE GmbH & Co. KG, Neue Rottenburger Str. 50, 72379 Hechingen, Germany JOLINE (“JOLINE”)** and it applies to JOLINE, including all its employees, officers and directors (collectively “JOLINE” or “we”), to all distributors and agents of JOLINE and to all persons or companies, who are acting for and/or on behalf of JOLINE (“Representatives”). All Representatives are advised to strictly observe the rules and restrictions in this Code of Conduct and any non-observation by a Representative of this Code of Conduct shall constitute a severe breach by such Representative of his obligations under its existing or implied contract with JOLINE. In addition, this Code of Conduct applies to all those suppliers of Joline, who have committed themselves to observe this Code of Conduct (“Suppliers”). The Representatives and the Suppliers are collectively referred to in this document as “Partners”.

### **1. Integrity and Ethics**

#### **1.1 Compliance with Applicable Laws and Regulations**

We uphold the values of integrity and lawful conduct, especially with regards to anti-bribery and anti-corruption. We uphold these values in our own operations, as well as in our relationships with Partners. Our continued success and reputation depend on a common commitment to act accordingly. We expect our Partners to commit to uphold these fundamental values by adhering to applicable laws and regulations and establishing adequate procedures for this purpose.

Partners shall also support JOLINE to meet its own extended legal and regulatory requirements and thus make best efforts to maintain and upon request provide accurate and complete documentation.

#### **1.2 Corruption, Bribery and Fraud**

We and our Partners have a zero-tolerance policy for any form of corruption, bribery, extortion, embezzlement or other type of fraudulent conduct.

We and our Partners shall not offer anything of value to employees of each other and of third parties with the intent to influence business decisions or expectation of receiving any preferential treatment. Furthermore, we and our Partners refrain from offering, promising, authorizing or giving anything of value (including any item, gifts, service or anything else, whether in a form of a personal benefit/favor or otherwise) to ANY person or entity, directly or indirectly through third parties, to secure new business, retain existing business, or gain any other improper advantage. Likewise, neither we nor our Partners should request, accept or agree to receive anything of value or on behalf of another person or entity with the intention (explicit or implicit) to secure an improper advantage or influence their business decisions.

#### **1.3 Conflict of Interest**

A conflict of interest arises when an individual has a private/personal interest which could appear to

influence their business decisions. Examples of these situations include, but are not limited to: employees of JOLINE having personal, private or financial interests in any of the Partner's businesses or vice versa.

In this regard, we and our Partners shall avoid any relationships, transactions or activities that are or appear to be in conflict with an objective and fair business relationship with each other.

If such actual or potential conflicts arise, we and our Partners shall disclose them to each other immediately.

#### 1.4 Money Laundering

Money laundering is broadly defined as engaging in a transaction with criminally-derived property, structuring a transaction in a way to avoid detection of criminal conduct or engaging in a transaction which promotes any criminal activity.

We and our Partners have to comply with all applicable anti-money laundering laws, rules and regulations. We and our Partners have to take all necessary steps so that business is conducted only with reputable business partners involved in legitimate business activities with funds derived from legitimate sources.

#### 1.5 Identification of Concerns

We and our Partners have to encourage and provide means for employees to report at any time compliance concerns, including but not limited to potentially unlawful activities in the workplace, potential violations of laws, rules or policies without threat of reprisal, intimidation or harassment. Any report made in good faith should be covered by an antiretaliation policy. Any report should be treated in a confidential manner while protecting the identity of the reporting person. Where permissible by local law, anonymous reporting should be possible. We and our Partners shall promptly investigate such reports properly and take corrective action if needed.

#### 1.6 Fair Competition

We and our Partners shall conduct business in line with fair competition and in accordance with all applicable anti-trust laws.

#### 1.7 International Trade Controls

We and our Partners shall comply with export control regulations applicable to the business and provide accurate and truthful information about it to customs and other authorities when required.

#### 1.8 Accuracy of Records

All financial books and records of JOLINE and of our Partners must conform to local requirements and generally accepted accounting principles. Records must be accurate in all material respects: Records must be legible, transparent and reflect actual transactions and payments. We and our Partners shall not hide, fail to record or make false entries. All business records must accurately reflect the true nature

and extent of the transaction or expenditure.

#### 1.9 Publicity

We do not allow Partners to use the JOLINE name or logo in any public display or document without prior written approval and we will not use our Partner's name or logo without their approval. In addition, without such prior approval, neither of Joline and its Partners may disclose their relationship with each other or its products, parts, designs or any non-public information in any public venues, including press releases, websites, social media, trade shows and facilities.

#### 1.10 Data Protection, Confidentiality and Intellectual Property Rights

We and our Partners shall safeguard and properly use confidential and proprietary information to ensure that employees, patient privacy and patient privacy's rights are protected in accordance with applicable laws and regulations.

All documents and all information on JOLINE's and its Partner's operations must be treated confidentially. Confidential information includes all non-public strategic, financial, technical or business information of JOLINE and its partners.

Moreover, we and our Partners shall protect intellectual property rights of all employees and business partners. Partners are expected to protect both their own and JOLINE's intellectual property, including any patents, trademarks, copyrights, trade secrets, technical and scientific knowledge or know how and expertise developed in the course of our business.

#### 1.11 Standards when Conducting Clinical Research

We and our Partners shall conduct clinical research such as clinical trials and other studies in humans in accordance with international guidelines, current national and local laws and regulations and recognized international quality and safety standards applicable to the proposed work. We and our Partners shall observe applicable ethical and medical requirements when conducting such studies.

#### 1.12 Animal Welfare

Animals must be treated respectfully, with pain and stress minimized. Animal trials should be avoided as far as possible while pursuing methods to make animal trials obsolete. Alternatives should be used wherever scientifically valid and acceptable to regulators.

## **2. Human Rights and Labor Conditions**

### 2.1 Non-Discrimination and Non-Harassment

We and our Partners shall provide a safe, fair respectful and non-discriminatory workplace which values the contributions of everyone who is involved in business operations. We and our Partners shall not tolerate any forms of discrimination, including verbal, physical or sexual harassment or intimidation in the workplace. We and our Partners shall not tolerate any discrimination and unfair treatment for reasons

such as gender, race, ethnic origin or color, nationality or national origin, religion or belief, age, family status and marital status, citizenship, disability, physical condition and constitution, appearance, sexual orientation, lawful political views and activity, membership in unions or works councils, engagement in lawful collective labor activity and other discriminatory or unlawful criteria. We and our Partners shall take immediate action against unlawful and discriminatory behavior of employees, workers, agents and contractors and shall our Partners shall report back to us if they observe or experience such behavior by their or our employees, officers, directors, agents or others.

## 2.2 Prevention of Abuse, Violence and Harassment

We and our Partners are expected to condemn harassment or intimidation in any form and any violent or abusive conduct. We and our Partners shall seek to provide a workplace free of harsh and inhumane treatment, including any sexual harassment, corporal punishment, mental or physical coercion or verbal abuse.

## 2.3 Prohibition of Forced Labor and Child Labor

We and our Partners shall take a clear stance against forced labor and any form of exploitative child labor and shall not engage in any form of non-voluntary, forced or compulsory labor.

We and our Partners shall condemn exploitative child labor and shall not employ workers under the minimum age for regular employment as defined by applicable national legislation or international conventions.

## 2.4 Employment and Working Conditions and Fair Treatment

We and our Partners have to comply with applicable laws and regulations with regard to employment and labor conditions, including but not limited to employment contracts, minimum wages and benefits, maximum working hours and We and our Partners shall maintain fair working conditions. Regular work weeks shall not exceed the maximum allowable hours set by local law and overtime hours shall be instructed only in accordance with local laws; workers shall be allowed at least the minimum required days-off per 7-day week. Compensation paid to workers shall comply with all appropriate wage laws, including those relating to minimum wages and legally mandated benefits. We and our Partners shall respect the rights of workers to associate freely, to join or not join labor unions and to seek representation in accordance with local laws. In addition, We and our Partners shall create an environment where workers shall be able and feel comfortable to communicate openly with management regarding working conditions without fear of reprisal, intimidation or harassment.

## 3. Occupational Health and Safety

We and our Partners have to provide a safe, secure, hygienic and healthy working environment. We and our Partners shall take all necessary precautions to avoid injury or harm.

### 3.1 Worker Protection

We and our Partners have to protect workers from harmful exposure to chemical, biological and physical hazards, unhygienic conditions, physically demanding tasks in the workplace and in any company-provided living quarters.

### 3.2 Process Safety

We and our Partners shall have appropriate processes or programs in place to prevent or mitigate releases of chemicals that affect or may affect the health and safety of employees, neighbors or any other concerned stake holders.

### 3.3 Product Safety

We and our Partners shall comply with product safety regulations, label products properly and communicate product-handling requirements. We and our Partners shall provide to relevant parties the applicable documentation containing all necessary safety-relevant information for all hazardous substances in case of a legitimate need. This includes product information, safety data sheets, notification or registration confirmations, uses and exposure scenarios. We and our Partners proactively and transparently share information about the health, safety and environmental aspects of products with all relevant parties.

### 3.4 Emergency Preparedness and Response

We and our Partners shall identify and assess emergency situations in the workplace and any company-provided living quarters and minimize their impact by implementing emergency plans and response procedures.

### 3.5 Hazard Information

Safety information relating to hazardous materials – including pharmaceutical compounds and pharmaceutical intermediate materials – must be available and used to educate, train and protect workers from hazards.

## 4. Environment

We and our Partners shall make best efforts to minimize the adverse impacts of activities on the environment and eliminate or, if not feasible, to minimize and to control any significant environmental risks. We and our Partners will take steps to prevent environmental pollution, to efficiently use natural resources, to recycle waste and to enhance environmental performance. This includes conserving natural resources by environmentally sound and efficient operations, to avoid the use of hazardous materials where possible and to engage in activities that reuse and recycle.

### 4.1 Environmental Legislation

We and our Partners have to comply with all applicable environmental laws and regulations. All required environmental permits, licenses, information, registrations and restrictions shall be obtained and the related operations and reporting requirements shall be followed.

#### 4.2 Waste and Emissions

We and our Partners shall have systems in place to ensure the safe and legally compliant handling, movement, storage and disposal/re-lease/discharge of wastes, air emissions and wastewater discharges. Any waste, wastewater or emissions with the potential to adversely impact human or environmental health shall be appropriately managed, controlled and treated prior to release into the environment. All necessary installations and facilities shall be constructed and maintained in a way that relevant risks are securely controlled.

#### 4.3 Spills and Releases

We and our Partners shall have systems in place to prevent and mitigate accidental spills and releases of hazardous substances, wastes, wastewater and emissions to the environment or facilities where the related risks are no longer controlled (e.g. public sewage system, public surfaces). We and our Partners shall have processes in place to minimize resulting impacts on concerned neighbors.

### 5. Quality

We and our Partners shall strive to uphold high quality standards and ensure the protection of their products from unauthorized third parties.

#### 5.1 Quality Requirements

We and our Partners shall meet generally recognized quality standards or contractually agreed quality requirements and standards in order to provide goods and services that consistently meet market needs, perform as warranted and are safe for their intended use. We and our Partners shall immediately address at each other all critical issues that have the potential to negatively affect the quality of goods and services.

#### 5.2 Security and Anti-Counterfeiting Measures

We and our Partners shall have good security practices across their supply chains. We and our Partners shall assure the integrity of each shipment to each other and to customers from its origin through to its destination. We and our Partners shall implement the necessary and appropriate measures to ensure that products, their workable components or raw materials, as well as the corresponding know-how, do not end up in the hands of counterfeiters, smugglers, thieves or other unauthorized third parties and do not leave the legitimate supply chain.

### 6. Governance and Management Systems

#### 6.1 Commitment and Accountability

We and our Partners shall fulfill the principles set forth in this Code of Conduct by allocating appropriate resources and incorporating all applicable aspects into internal policies and procedures.

## 6.2 Systems, Documentation and Evaluation

We and our Partners shall develop, implement, use and maintain management systems and controls related to the content of this Code of Conduct. We and our Partners shall maintain documentation necessary to demonstrate conformance with the principles outlined in this Code of Conduct. This documentation of Partners may be reviewed by JOLINE upon mutual agreement.

## 6.3 Risk Management

We and our Partners shall implement mechanisms to regularly identify, evaluate and manage risks in all areas addressed by this Code of Conduct as far as relevant and applicable and with respect to all applicable legal requirements. We and our Partners shall identify and manage risks related to business ethics, labor and human rights, health and safety, environmental and legal compliance. We and our Partners shall continuously determine the relative significance of each risk and take steps to prevent and mitigate them.

## 6.4 Business Continuity

Our Partners are encouraged to implement appropriate business continuity plans for operations supporting our business.

## 6.5 Continuous Improvement

We and our Partners shall demonstrate commitment to continuous improvement by setting performance objectives, executing implementation plans and taking necessary corrective actions for deficiencies identified by internal or external assessments, inspections and management reviews.

## 6.6 Transparency and Disclosure

We and our Partners are encouraged to report externally about their social and environmental impact in line with the principles set forth in this Code of Conduct. Our Partners shall remain transparent about their business activities, structure, financial situation, performance, and business as required by any applicable laws and industry standards.

## 6.7 Training and Competency

We and our Partners will develop, implement and maintain appropriate training measures to allow managers and employees to gain an appropriate level of knowledge and understanding of the applicable principles of this Code of Conduct, the applicable laws and regulations and generally recognized standards.

## 6.8 Communication of Sustainability Criteria in Supply Chain

We encourage our Suppliers to replicate the principles set forth in this Code of Conduct further down the supply chain in order that any third party/sub-supplier acting on behalf of the Supplier and effecting the business relationship with the Supplier adheres to this Code of Conduct.