

r-biopharm®



# Supplier Code of Conduct





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# Introduction

## 1. Introduction

→ The success of R-BIOPHARM AG as well as the subsidiaries and associated companies of R-BIOPHARM AG (hereinafter referred to individually and jointly as R-BIOPHARM Group) depends to a large extent on the companies that supply the R-BIOPHARM Group with products and services for the R-BIOPHARM Group (hereinafter referred to as **Suppliers**). The relationship with our Suppliers, in turn, depends on a common understanding of certain core standards and values. This Supplier Code of Conduct (SCoC) sets out these standards and values. We expect our Suppliers to make a binding commitment to comply with these standards and values and to implement effective processes to prevent actual violations of the obligations of this SCoC.



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# Compliance with relevant Laws and Regulations

## 1. Compliance with relevant Laws and Regulations

→ Our Suppliers must strictly comply with all relevant laws, rules, and regulations applicable in the countries in which they operate. This applies in particular to but is not limited to compliance with applicable competition and antitrust laws, and observing restrictions of criminal law and regulations, e.g. those related to corruption, anti-money laundering, and export controls.

R-BIOPHARM Group maintains a Code of Conduct that sets out the core standards and values important to R-BIOPHARM Group. Our Suppliers are required to familiarize themselves with this Code of Conduct and act in accordance with it.

R-BIOPHARM Group adheres to the German Diagnostics Industry Association's (VDGH) Code of Conduct for In Vitro Diagnostics and Medical Devices. This Code can be downloaded from [www.vdgh.de](http://www.vdgh.de). Our Suppliers assume responsibility for familiarizing themselves with this Code and for complying with its regulations to the extent they are available for review.

# Corruption Prevention

## 2. Corruption Prevention

→ Our Suppliers will not engage in corrupt practices, will strictly comply with all applicable laws and regulations related to corruption and money laundering and, in particular, will not offer, promise, or grant advantage to our employees, business partners or third parties, especially medical professionals or public officials, to be unfairly favored in relation to any contract. Suppliers are required to keep proper records and books and to record any payments therein.

Our Suppliers must also avoid any appearance of corruption through implementation of policies regarding the scope of gifts and entertainment.



# Conflicts of interest

## 3. Conflicts of Interest

→ Our Suppliers will take effective measures to detect conflicts of interest and inform the R-BIOPHARM Group immediately of any suspicion of a conflict of interest.

## 4. Competition and Antitrust Law

→ Our Suppliers are required to comply with all applicable laws and regulations concerning competition and antitrust law. In particular, they must not participate in any kind of anti-competitive agreements, agreements to fix prices or territories, customer agreements, or tender agreements, or in any other way coordinate their actions with competitors. Our Suppliers will take appropriate actions to ensure that neither their employees nor their institutions are complicit in competition or antitrust law violations: Let us observe relevant antitrust regulations; we behave ethically and fairly.

# Competition and Antitrust Law



## 5. Trading regulations

→ Our Suppliers ensure compliance with trade laws (trade, customs and security-related regulations, in particular sanctions and embargoes). In particular, they commit themselves to the correct customs tariff classification and declaration of goods and the payment of necessary customs duties, taxes and duties. Our Suppliers agree to deal with a product or any part thereof, as well as any related intellectual property, services, or financial transactions, only to the extent permitted by law. In particular, our suppliers do not trade in any person, entity or product that is sanctioned. Our Suppliers rely on guidance from the relevant bodies, such as the G7 Industry Guidance Document (Preventing Russian export control and sanctions evasion - Updated guidance for industry - European Commission).



## Trading regulations

## 6. Data Protection

→ Our Suppliers comply with all relevant legal requirements when handling personal data, especially GDPR provisions. They will only process such personal data in full compliance with these laws and regulations. Our Suppliers are accordingly required to sensitize their employees and promote continuous training and further education.



# Data Protection



# Environmental Protection

## 7. Environmental Protection

→ Our Suppliers will comply with all legal requirements for environmental and climate protection. They will take active precautions to avoid waste, use water, and energy sparingly and use natural resources responsibly, and ensure that chemicals and hazardous substances are handled responsibly and in a legally compliant manner. Our Suppliers will take active precautions to prevent water, soil, and air contamination effectively.



# Occupational Health and Safety

## 8. Occupational Health and Safety

→ Our Suppliers will ensure a healthy and hazard-free working environment. They will comply with all relevant laws and regulations relating to occupational health and safety and implement appropriate measures to ensure that in their operations occupational health and safety is maintained.

## 9. Human Rights

→ Our Suppliers respect the dignity of their employees. Forced and child labor, and human trafficking in any form are prohibited, as are violations of universal human rights.



# Human Rights



## Diversity, Equal Opportunity, and Respect

### 10. Diversity, Equal, Opportunity and Respect

→ Our Suppliers will treat their employees with decency and respect and comply with all relevant labor laws and regulations. Our Suppliers will not tolerate harassment, bullying, or discrimination based especially on national origin, color, nationality, gender, sexual orientation, age, disability, religion, or belief. Our Suppliers must comply with the core labor standards of the International Labor Organization (ILO).



# Quality

## 11. Quality

→ Our Suppliers are committed to the highest quality standards, will comply with all laws, regulations and standards applicable to their products, and will work continuously to improve such products and services. Our Suppliers will maintain a professional quality management system to ensure the quality and safety of their products.

Our Suppliers will comply with all relevant laws and regulations to trace the origin of raw materials, materials, and components used. Our Suppliers will categorically avoid sourcing minerals from conflict and high-risk areas and provide us with all necessary information regarding the origin of minerals used.

# Protection of Intellectual Property

## 12. Protection of Intellectual Property

→ Our Suppliers will protect their intellectual property, respect the intellectual property of R-BIOPHARM and others, and will comply with all relevant laws and any agreements with R-BIOPHARM.



## 13. Confidentiality

→ Our Suppliers will carefully comply with all existing confidentiality agreements between us and take all other necessary measures to protect sensitive data from unauthorized access. In particular, our Suppliers must always use state-of-the-art IT systems and take all necessary measures to ensure the best possible level of IT security.





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# Implementation

## 1. Implementation

→ Our Suppliers agree to pass on the commitments in these SCoC to the vendors in their own supply chain and equally commit them. Our Suppliers must implement appropriate procedures to enable employees and third parties to report violations of law or regulations without fear of reprisal.

Our Suppliers will adequately document the fulfillment of their obligations under this SCoC and retain the documentation in accordance with the applicable legal requirements.

Our Suppliers will monitor compliance with the obligations under this SCoC and will appropriately sensitize and train their employees in this regard. The implementation of such training courses must be documented.

We expect our Suppliers to make measurable efforts to improve their own processes and procedures continuously. Any identified deficiencies must be remedied immediately, and identified misconduct must be corrected. Our Suppliers are required to take effective precautions to prevent future deficiencies and misconduct.



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# Checks and Violations

## 1. Checks and Violations

→ Our Suppliers will allow R-BIOPHARM Group to inspect company and onsite premises during normal operating hours and after prior notice, to assure itself of the implementation of SCoC required measures.

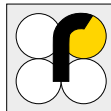
For this purpose, the Supplier must allow R-BIOPHARM Group or representatives and consultants called in by R-BIOPHARM Group and bound to professional secrecy to access its company and its premises.

If Supplier detects any violations of the obligations in these SCoC, then Supplier must inform R-BIOPHARM Group without undue delay and establish measures together with R-BIOPHARM Group to ensure that such violations are corrected. Additionally, Supplier is required to cooperate with R-BIOPHARM Group in the investigation of any violations and, at the request of R-BIOPHARM Group, to take appropriate measures for internal review of such violations. Suppliers must provide R-BIOPHARM Group with all information necessary and appropriate for investigating and understanding violations and will explain any measures taken.

A breach of the obligations of this SCoC entitles R-BIOPHARM Group, depending on the type and extent of the breach, to terminate goods and services contracts, if applicable after prior notice.



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