



Merz Third Party Code of Conduct

This Code of Conduct applies to all distributors and agents, and certain significant third party vendors, suppliers, and partners that have business relationships with Merz Pharma GmbH & Co. KGaA or any company that it owns directly or indirectly. Such third parties are referred to as “**Partners**”.

Introduction

Life sciences is one of the most heavily regulated industries in the world, because of concerns that we may exert immoderate influence on physicians, patient organizations, and public-sector entities. The industry faces complex and expanding set of laws, regulations, and industry codes. Merz must draw on specialized compliance and regulatory expertise and maintain reliable processes and systems to manage its operations. Non-compliance poses significant risks including disruption of sales, criminal and monetary penalties, and reputational damage.

We understand that our Partners may have developed their own values and policies. However, we expect our Partners to take the time to understand ours and to ensure that their values and policies are aligned with ours. If any Partner violates this Code, Applicable Laws or industry codes of conduct, we will review that business relationship and take appropriate action, such as terminating that relationship within our contract rights and Applicable laws.

For the purpose of this Code, “**Applicable Laws**” means any national, state, local, and international laws, rules, regulations, mandatory codes of conduct, and guidelines, applicable in the Partner’s territory.

Application of this Code

In general, Partners are expected to conduct their business in an ethical manner and to act with integrity. In doing business with Merz, the key areas of engagement with our Partners include ethical business practices, the protection of human rights, and the promotion of health and safety standards. It is imperative for all Partners to adhere to this Code, because the reputation of Merz and appreciation for Merz products and services will be influenced by

our ethical and lawful behavior.

This Code is intended to provide guidance to help us maintain the highest ethical standards in our business practices while achieving our goals. Principles derived from this Code are to be used as guidelines. They are not intended to cover all foreseeable situations nor do they deal with all applicable situations or provide all the necessary rules a Merz Partner should follow. If national laws or local regulations set stricter standards than those formulated in this Code, then the stricter standards will apply.

Our Partners are free to determine what methods they use to meet these expectations, but they must be consistent with this Code and the Applicable Laws, as well as values and cultural expectations of the Partner's country.

Business and Competition

Compliance with Laws

Partners shall familiarize themselves and comply with all Applicable Laws, regulations, industry codes of conduct, and any other Merz policies that apply from time to time. Partners should pro-actively take steps to prevent unethical or unlawful behavior, including exercising proper supervision of employees, subcontractors, and agents, to detect and deter unethical or unlawful behavior, and should discipline those who engage in such behavior.

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.

Protection of Confidential Information and Copyright

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 safeguard and make only appropriate use of confidential information and ensure that valid intellectual property rights, including but not limited to copyright or products or processes, are protected.

Standards When Conducting Clinical Trials

Partners are expected to conduct clinical trials in accordance with the international guidelines, the current national and local 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 the Internet.

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 capable of being substantiated by scientific evidence.

Operational

Privacy

Partners shall protect the confidentiality and security of confidential and personally identifiable information to ensure that company, worker, and patient privacy rights are protected. Any use or disclosure of confidential information must be limited to those business purposes for which such information was received.

Labor

Partners shall not use any form of forced, compulsory, or child labor, and shall maintain a work environment in which all feel welcome and free of harassment, discrimination, or other improper conduct. Partners will provide their employees with a workplace free of harsh and inhumane treatment, 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. Partners shall comply with all Applicable Laws and regulations governing labor rights, including but not limited to minimum wages and work hours.

Environment Protection

Partners shall operate in an environmentally responsible and efficient manner to minimize adverse impacts on the environment. Partners will comply with all Applicable Laws related to quality and the environment. Partners will obtain all required permits, licenses, registrations, and approvals.

Workplace Health and Safety

Merz is committed to maintaining safe and healthy working conditions for all employees, and we expect our Partners to have the same approach. At a minimum, we expect our Partners to maintain a safe working environment and provide access to protective equipment and safety

training to mitigate known hazards or potential risks. Partners shall conform to Applicable Laws and local regulations regarding workplace health and safety.

Trade Controls

Partners must comply with Applicable Laws relating to trade, including licensing requirements, embargoes, and other trade restrictions that have been approved by recognized national and international authorities.

Financial

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.

Anti-Terrorism

Partners must comply with international trade control laws 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.

Reporting Compliance Concerns

Partners shall report any violations of this Code, Applicable Laws, regulations, or industry codes, or other compliance concerns to Merz immediately, even if they are not directly involved. There shall be no retaliation against anyone who, in good faith, notifies Merz of a possible violation or compliance concern.

Audit Rights; Consequences

Merz shall have the right to audit any Partner for compliance with this Code. Any violation of the principles set out in this Code will be regarded as a serious violation by the Partner regarding its contractual obligations towards Merz. Merz reserves the right to stop any business with Partners who are in clear violation of this Code.
