

NUVISAN Supplier Code

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NUVISAN Supplier Code

Purpose of the Supplier Code

At Nuvisan we are committed to bringing products to the market sooner, as a service to our clients, such that they may serve patients, healthcare providers and society in general for a better life and a healthy society.

We are engaged in a highly ethical service business and honor the opportunity to devote our work and personal dedication to such purpose. We believe that service to our clients requires the highest standards of ethics, quality, science and legal compliance. We understand that such service relies on the individual contribution of each and every one of our employees as well as our Suppliers. We tailor our services to our clients' specific needs, legal and practical requirements at any given point in time, and we recognize that we are given - and will strive to retain - the trust of our clients and business partners. Achieving our goals requires full commitment to implement only the best business practices and holding ourselves and our Suppliers to a high level of integrity.

The Supplier Code ("the Code") allows us to enforce our Corporate Business Principles, including Nuvisan's Code of Conduct, and our Corporate Social Responsibility (CSR) and Sustainability programs by establishing the standards that we expect our Suppliers, their employees, agents and subcontractors (together "the Supplier"), to adhere to when conducting business for Nuvisan. It is the supplier's responsibility to communicate our expectations to their employees, agents and subcontractors and to train them accordingly.

By accepting the Code, the Supplier commits to ensuring that all existing and future agreements or business relationships with Nuvisan comply with the provisions contained herein.

By accepting the Code, the Supplier also commits to inform Nuvisan about any certification it holds with respect to the subject matters raised below, in particular with respect to e.g., CSR and sustainability (e.g., Ecovadis certification), data protection and IT Security (ISO certifications), and animal welfare.

I. Business Integrity

Compliance with Applicable Laws and Regulations

The Supplier will comply with all applicable laws and regulations. Additionally, the Supplier will have an adequate Code of Conduct in compliance with Nuvisan's Code of Conduct, or will commit to be bound to Nuvisan's Code of Conduct.

Improper Advantage, Anti-Bribery & Anti-Corruption

In all activities, the Supplier will never, directly or through intermediaries, offer or promise any personal or improper advantage in order to obtain or retain business or any other advantage from a third party, whether public or private, nor will the Supplier accept any such advantage in return for any preferential treatment by a third party.

The Supplier will have an Anti-Bribery & Anti-Corruption Policy in line with US and European requirements in place, or will comply with Nuvisan's Anti-Bribery and Corruption Policy.

Insurance Coverage

The Supplier will hold appropriate liability insurance policies according to the national requirements of the place of business, as well as according to the requirements of Nuvisan. Proof of such liability coverage may be requested by Nuvisan within the selection process, and in regular intervals thereafter.

II. Environment and Sustainability

The Supplier will operate with respect for the environment and ensure compliance with all applicable laws and regulations in the country where products or services are manufactured or delivered.

The Supplier should do its utmost to reduce and even eliminate emission sources generated by its activities, to preserve natural resources (water, and non-renewable resources), avoid or minimize the use of hazardous substances and whenever possible, promote waste recycling or re-use.

III. Labor Standards

Prison and Forced Labor

The Supplier will under no circumstances use or in any other way benefit from forced labor. Likewise, labor in the form of indentured servitude is prohibited, as is the use of corporal punishment, confinement, threats of violence or other forms of harassment or abuse as a method of discipline or control. The Supplier will not utilize factories or production facilities that oblige work to be carried out by unpaid or indentured laborers, nor will the Supplier contract for the manufacture of products, materials, supplies or the provision of services with subcontractors that engage in such practices or utilize such facilities.

Child Labor

The Supplier will not use child labor. As referenced by The United Nations Convention on the Rights of the Child (UNCRC) (Art.32) and the ILO Convention (Art. 138 and 182), the use of child labor by the Supplier is strictly prohibited, as it places children at risk or can compromise their schooling or negatively impact their physical, mental, spiritual, moral or social development.

Working Hours

The Supplier will ensure that its employees work in compliance with all applicable laws and mandatory industry standards pertaining to the number of hours and days worked. In the event of conflict between a statute and a mandatory industry standard, the Supplier will comply with the one taking precedence under national law.

Compensation

The Supplier will provide its employees with wages and benefits that comply with national and local applicable laws and binding collective agreements, including those pertaining to overtime work and other premium pay arrangements and other social protection related terms.

Non-Discrimination

The Supplier will have or implement a policy that conforms to the applicable law prohibiting discrimination in hiring and employment practices on the grounds of race, color, religion, sex, age, physical ability, national origin, or any other legally prohibited grounds.

IV. Safety and Health

Workplace Environment

The Supplier will provide employees with safe and healthy working and, if applicable, housing conditions. At the very least, potable drinking water, adequate sanitation, fire exits and essential safety equipment, access to emergency medical care, and appropriately lit and equipped work stations must be provided at the place of work. In addition, facilities will be constructed and maintained in accordance with the standards set by applicable codes and ordinances.

Product Quality and Safety

All products and services delivered by the Supplier will meet the quality and safety standards required by law. When conducting business with or on behalf of Nuvisan, the Supplier will comply with the Nuvisan quality requirements.

V. Animal Welfare

In the situation where the Supplier is required by law and regulations and in the context of the Supplier's business relationship with Nuvisan to conduct animal research, the Supplier must ensure that the animals are treated in a humane and ethical manner, with minimal pain and stress.

Relevant certifications (e.g., ALAT, LAT, LATG) and standards are recommended and such certification should be shared with Nuvisan.

Nuvisan respects and accepts the moral and ethical implications of using animals in research, testing, and teaching and regards the responsible use of animals as a primary value. Whenever animals are required, Nuvisan is committed to achieve and maintain the highest standards of laboratory Animal Care and Use. Animal Care and Use Activities are considered to be all activities involving animals performed by Nuvisan or in the name of Nuvisan e.g., in research, testing, breeding and teaching. All related activities shall be performed in compliance with all applicable legal requirements, Nuvisan standards, and in compliance with established ethical, scientific, quality, and regulatory standards.

The selection of a Supplier will be conducted by an adequate vendor qualification process that includes a paper-based electronic assessment and, where required according to risk, an onsite assessment. The Supplier adheres to the Nuvisan quality parameters for Animal Care and Use, including but not limited to the following:

- 1) The use of animals for research, testing or teaching is only acceptable if demonstrated why there is no alternative to the use of the animals. Furthermore, measures to minimize the number of animals used and any distress that may result from husbandry or experimental procedures are implemented (3R principle).
- 2) All research, testing and teaching activities involving live animals will receive ethical scientific approval before their initiation, in accordance with applicable regional, national, and international regulations.
- 3) During the conduct of Animal Care and Use activities by the Supplier, the Supplier will ensure that best techniques, highest ethical standards and state of the art housing and husbandry conditions are applied. A quality management system including defined processes (SOPs) according to best practices and applicable regulatory and legal requirements for purchasing, housing and handling any animal is in place and Supplier routinely has compliance with these practices under surveillance or being audited.
- 4) All personnel involved in the use, care and breeding of animals as well as personnel overseeing the welfare and care of animals is adequately educated, trained and/or qualified in the principles of laboratory animal science to an extent appropriate to the work being undertaken. The Supplier is

responsible for assessing such competency prior to initiation of Animal Care and Use activities. Programs for continuous training of such personnel must be in place.

- 5) The level of staffing is adequate to ensure that all animals housed receive high quality animal care as well as veterinary care at all times.
- 6) The Supplier commits to and exercises sustainable animal purchasing (no endangered animals, safeguarded conditions of travel from breeder to destination, certified source/breeder).

VI. Confidentiality and Personal Data Protection

The Supplier will take the appropriate measures to properly use and protect the confidential data related to people, patients, healthcare professionals and employees. Confidential information shared by Nuvisan will be treated in such a way that its non-disclosure can be guaranteed.

The Supplier will also fully comply with all requirements of the EU General Data Protection Regulation (GDPR) when handling personal data. To that end, the Supplier ensures that technical and operational measures (TOMs) that are suitable, compliant, and in accordance with the GDPR, have been implemented. The Supplier is willing to sign a Data Protection Agreement according to Nuvisan standards. The contractual template may be requested from Nuvisan for review.

VII. Representation of Nuvisan

In the case where the Supplier is elected to represent Nuvisan against third parties or institutions, the Supplier will respect the dispositions and principles of the Nuvisan Code of Conduct, especially with regards to relationships between patients, healthcare professionals and authorities.

VIII. Audit and Termination of The Supply Agreement

Nuvisan reserves the right to check the Supplier's compliance with the Code. Should Nuvisan become aware of any actions or conditions not in compliance with the Code, Nuvisan reserves the right to demand corrective measures. Nuvisan also reserves the right to terminate an agreement with any Supplier who does not comply with the Code or any other applicable European, national or local regulatory or legal requirements.