

PRISUM HEALTHCARE

Dedicated to Life. Naturally.

SUPPLIER CODE OF CONDUCT

PRISUM HEALTHCARE SRL

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1. Our message

Prisum Healthcare has built its business on high standards of ethics, integrity and legal compliance. These high standards, followed by all employees, set in the company **Code of Conduct** and in our **Guide to Competition Rules**, apply equally to ourselves and to our suppliers and customers as well.

This Suppliers Code of Conduct (the "Supplier Code") sets out the standards Prisum Healthcare requires to every supplier, manufacturer, distributor, contractor, consultant and other business partner that provides goods or services to our company (each, a "Supplier"). We expect our Suppliers to share our commitment to lawful, ethical and fair business conduct, and to cascade equivalent standards to their own subcontractors and supply chain.

Prisum Healthcare will not tolerate corruption, anti-competitive behavior, human rights violations or disregard for patients and consumers safety anywhere in its supply chain.

2. Purpose and Scope

This Supplier Code translates the principles of the Prisum Healthcare Code of Conduct and the Prisum Healthcare Guide to Competition Rules into requirements applicable to third parties. It does not replace the specific terms of any commercial agreement but complements them; where a contract contains stricter provisions, the contract prevails.

This Supplier Code applies to all Prisum Healthcare Suppliers of goods or services, including manufacturers and holders of marketing authorizations for medicines and food supplements, wholesale distributors, logistics providers, packaging and labelling providers, marketing/communication agencies, IT providers and any other contractor or consultant acting on behalf of or in relation to Prisum Healthcare. Suppliers are expected to ensure that their own employees, agents, subcontractors and sub-suppliers understand and comply with these principles.

3. Compliance with Applicable Law

Suppliers must conduct their business in full compliance with all laws, regulations and industry standards applicable to their activities, including but not limited to legislation on: pharmaceuticals and food supplements manufacturing, wholesale distribution and marketing authorization; competition and antitrust law; anti-bribery and anti-corruption; labor and human rights; data protection; product safety and pharmacovigilance; and environmental protection.

No handbook can list every legal requirement applicable to a Supplier's business. Where in doubt about the correct course of action, Suppliers should apply the higher standard between local law and this Supplier Code and are encouraged to raise questions with their Prisum Healthcare contact or the Prisum Healthcare Compliance Officer.

4. Business Ethics and Integrity

4.1 Anti-Bribery and Anti-Corruption

Suppliers shall not offer, promise, give, request or accept any bribe, kickback, or other improper advantage — whether in cash, in kind, or as a favor — to or from any employee of Prisum Healthcare, any civil servant, healthcare professional, auditor or other third party, for the purpose of influencing a decision or obtaining an undue business advantage.

Prohibited forms of improper advantage include, without limitation: cash payments, gift certificates or vouchers, disguised commissions, payments to charities made in exchange for business favours, excessive travel or entertainment, and favorable advertising provided in exchange for personal interest.

- Gifts and business courtesies exchanged with Prisum Healthcare employees must be modest, occasional, and consistent with normal business practice (e.g., promotional materials); anything that could create a sense of obligation is not acceptable.
- Suppliers must never request or accept a personal benefit (gift, favour, service, loan, fee, discount, or amount of money worth more than EUR 100) from a Prisum Healthcare employee, or offer one, in connection with the business relationship.
- Suppliers must not use intermediaries (agents, consultants, distributors) to obtain undue advantages on their behalf.

4.2 Conflicts of Interest

Suppliers must disclose to Prisum Healthcare any situation in which a Supplier's personnel has a personal, family or financial interest that could improperly influence, or appear to influence, the Supplier's dealings with Prisum Healthcare — for example, a family relationship with a Prisum Healthcare employee involved in procurement, sales, or contract negotiation with that Supplier.

Suppliers must not seek to hire, or influence the hiring of, a Prisum Healthcare employee (or a relative of a Prisum Healthcare employee) in a manner intended to gain an improper advantage in the business relationship.

4.3 Fraud and Financial Integrity

Suppliers must maintain accurate books, records and invoices reflecting the true nature of the transactions carried out with Prisum Healthcare, and must not engage in fraud, falsification of documents, or misrepresentation of costs, volumes, quality or specifications.

4.4 Money Laundering

Suppliers must not request or agree to payment arrangements that are inconsistent with the terms of the underlying contract, including: payments to bank accounts other than those stipulated in the

contract or belonging to entities other than the contracting party; payments to accounts outside the country where the Supplier operates; cash payments; or advance payments not provided for by the contract. Any such request received from Prisum Healthcare should likewise be treated as a red flag and reported.

5. Fair Competition and Antitrust Compliance

Prisum Healthcare operates a strict competition law compliance programme, described in its Guide to Competition Rules, and expects its Suppliers to honour the same commitment. Suppliers must conduct their commercial relationship with Prisum Healthcare, and their activity in the market generally, in a manner that is fully compliant with Romanian and EU competition law (Competition Law no. 21/1996 and Articles 101–102 TFEU).

5.1 No Resale Price Fixing

Where a Supplier sells products to Prisum Healthcare for resale (or purchases products from Prisum Healthcare), the Supplier shall not, directly or indirectly, fix, impose, or attempt to influence Prisum Healthcare's resale prices. This includes, in particular, the Supplier must not:

- set or require a fixed or minimum resale price for Prisum Healthcare;
- condition rebates, discounts, or the reimbursement of promotional expenses on Prisum Healthcare's compliance with a specific price level;
- threaten, delay deliveries, suspend supply, or terminate the contract because Prisum Healthcare has not followed a recommended price;
- request confirmation from Prisum Healthcare that a recommended price will be applied.

A Supplier may recommend a maximum or non-binding indicative resale price, provided that no pressure, incentive, or monitoring is used to make that price binding in practice.

5.2 No Anti-Competitive Contacts with Prisum Healthcare's Competitors

If a Supplier is, or becomes, a competitor of Prisum Healthcare in any relevant market, or interacts with Prisum Healthcare's competitors, the Supplier must not use its relationship with Prisum Healthcare, or any information obtained through that relationship, to facilitate price fixing, market or customer allocation, bid rigging, or collective boycotts. Suppliers must not communicate Prisum Healthcare's confidential commercial data (prices, volumes, discounts, strategies, customer lists) to any competitor of Prisum Healthcare.

5.3 Data and Information Exchange

Suppliers that receive sales, pricing, or volume data from Prisum Healthcare, or that provide such data to Prisum Healthcare, must limit the categories of data exchanged to what is strictly necessary and

legitimate for the business relationship (e.g., aggregated quantitative sales data for a supported promotional campaign). Suppliers must not request, and Prisum Healthcare will not provide, granular pricing data broken down by customer, or strategic information such as future pricing intentions, margins, or customer-specific terms, where this could reduce competitive uncertainty in the market.

5.4 Tenders and Public Procurement

Where a Supplier and Prisum Healthcare participate, or may participate, in the same public procurement procedure (e.g., as competing bidders), each party must determine its bid independently. Suppliers must not coordinate bid prices, delivery terms, or participation decisions with Prisum Healthcare or with any other bidder, and must not enter into complementary or cover bidding, or agree who will win a given tender.

5.5 Cooperation with Competition Authorities

Suppliers must not obstruct, delay, or provide false or misleading information in response to any inquiry from the Romanian Competition Council or the European Commission concerning the business relationship with Prisum Healthcare. Suppliers are expected to preserve, and not destroy or alter, relevant business records upon becoming aware of an investigation.

6. Labour Standards and Human Rights

Suppliers must respect the fundamental rights and dignity of their workers and comply with all applicable labour laws.

- Child labour and forced, bonded, or involuntary labour of any kind are strictly prohibited throughout the Supplier's operations and supply chain.
- Suppliers must provide equal opportunities and must not discriminate on the basis of race, nationality, ethnicity, religion, gender, sexual orientation, disability, age, pregnancy, or any other protected characteristic.
- Suppliers must maintain a workplace free from harassment, abuse, and intimidation, and must treat workers with respect and dignity.
- Suppliers must provide safe and healthy working conditions, comply with applicable working-time and wage legislation, and take reasonable steps to prevent workplace accidents and occupational disease.
- Suppliers must respect their workers' freedom of association and right to collective bargaining, where applicable under local law.

7. Confidentiality and Data Protection

7.1 Confidential Information

Suppliers must treat as strictly confidential all non-public information obtained from or about Prisum Healthcare, including financial records, business forecasts, product launch strategies, pricing, passwords, databases, and customer information. Confidential information may only be used for the purpose for which it was shared, must not be disclosed to third parties without prior written consent, and this obligation survives termination of the relationship with Prisum Healthcare for an unlimited period unless otherwise agreed in writing.

If a Supplier is approached by an unauthorized third party seeking to obtain Prisum Healthcare confidential information, the Supplier must notify Prisum Healthcare immediately.

7.2 Protection of Personal Data

Where a Supplier processes personal data on behalf of, or in connection with, Prisum Healthcare (including data of employees, patients, consumers, or healthcare professionals), the Supplier must comply with Regulation (EU) 2016/679 ("GDPR") and all applicable data protection legislation. This includes processing personal data only for clearly defined, legitimate purposes; applying appropriate technical and organizational security measures; not retaining personal data longer than necessary; and promptly notifying Prisum Healthcare of any actual or suspected personal data breach.

8. Product Quality, Patient and Consumer Safety

Suppliers involved in the manufacture, packaging, labelling, storage or distribution of medicines, food supplements, or cosmetics supplied to or through Prisum Healthcare must comply with applicable codes of best practice (including GDP, ISO 9001, ISO 22000, as relevant) and all legislation governing the safety, quality and authorization of such products.

- Suppliers must report without delay any non-compliance with packaging, labelling, or product quality (e.g., damaged packaging, incomplete labelling, suspected contamination) affecting products supplied to Prisum Healthcare.
- Suppliers must report any suspected adverse event, side effect, or safety concern relating to a marketed product within the timeframes required by applicable pharmacovigilance/nutrivigilance regulations, and cooperate fully with Prisum Healthcare's quality and pharmacovigilance officers.
- Suppliers must ensure that labelling and product information provided to Prisum Healthcare is accurate, complete, and not misleading to patients or consumers.
- Suppliers must never knowingly supply counterfeit, adulterated, or non-compliant products, and must report to Prisum Healthcare any counterfeit product bearing a Prisum Healthcare brand identified on the market.

9. Environmental Responsibility

Consistent with Prisum Healthcare's commitment to protecting the environment as a common resource, Suppliers are expected to conduct their operations in an environmentally responsible manner, to comply with applicable environmental laws, and to seek to reduce the environmental impact of the goods and services they provide, including packaging waste, emissions, and resource use.

10. Intellectual Property

Suppliers must respect the intellectual property rights of Prisum Healthcare (including trademarks, trade names, know-how, and copyrighted materials) and must not use Prisum Healthcare's name, brand, or intellectual property without prior written authorization. Suppliers must likewise respect the intellectual property rights of third parties in the goods and services they provide.

11. Public Communications and Media

Suppliers must not make public statements, issue press releases, or otherwise represent themselves as speaking on behalf of Prisum Healthcare without prior written authorization from Prisum Healthcare's designated representatives.

12. Monitoring and Audits

Prisum Healthcare may periodically request information from, or audit, its Suppliers to verify compliance with this Supplier Code and with the terms of the applicable commercial contract, in accordance with the audit rights set out in that contract. Suppliers are expected to cooperate in good faith with any such review.

13. Reporting Concerns

Suppliers who become aware of any actual or suspected violation of this Supplier Code — by their own personnel, by Prisum Healthcare employees, or by other business partners — are expected to report it promptly to their usual Prisum Healthcare contact, or directly to the Prisum Healthcare Compliance Officer at office@prisum.ro. Reports will be treated confidentially and investigated without undue delay.

14. Consequences of non-compliance

Compliance with this Supplier Code is a condition of doing business with Prisum Healthcare. Where Prisum Healthcare determines that a Supplier has acted in breach of this Supplier Code, Prisum Healthcare may, depending on the nature and severity of the breach, request a corrective action plan, suspend or terminate the commercial relationship, and/or pursue any other remedy available under the applicable contract or at law. Suspected criminal conduct, including bribery, corruption or cartel behaviour, may also be reported to the competent authorities.

The company will formulate corrective action or improvement plans with goals for continuous improvement of their supplier performance and will request the implementation of corrective measures and remediation in a time period of 30 days.

In case of non-remediation, the company will decide to suspend or terminate the contract.

15. Acknowledgement

By continuing to do business with Prisum Healthcare, or by countersigning this Supplier Code where requested, the Supplier confirms that it has read, understood, and agrees to comply with this Supplier Code of Conduct, and to use reasonable efforts to ensure that its own subcontractors and supply chain adhere to equivalent standards.

Acknowledgement of Receipt — Supplier Code of Conduct

On behalf of the Supplier, I confirm that I have received and reviewed the Prisum Healthcare Supplier Code of Conduct, and that the Supplier undertakes to comply with its provisions and to cascade equivalent standards within its own supply chain.

Supplier / Company name	Prisum Healthcare
Name and position of signatory	Miriana Cusanova Ionescu CEO Prisum
Date	1. feb. 2024
Signature	Miriana

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