

Supplier Code of Conduct

Valid from January 2026

1. INTRODUCTION

1.1 General

We are committed to lasting, sustainable relationships with our employees, customers, suppliers and others affected by our operations. We aim to conduct our business in a way that promotes sustainable development and ensures sustainability throughout our supply chains, while maintaining the highest standards of legal, ethical, and environmental responsibility.

Ensuring product quality and patient safety is paramount, and we expect our suppliers to share this priority.

1.2 Scope and Applicability

This Code of Conduct clarifies our principal requirements for sustainability and ethical business conduct. It covers requirements regarding:

- Human rights and labor rights
- Occupational health and safety
- Product quality and patient safety (GxP)
- Environmental protection and sustainability
- Business ethics and anti-corruption
- Fair business practices
- Respect for animals

These requirements apply to all businesses contracted to supply goods or services to us. We require our suppliers to comply with this Code of Conduct and to ensure that their sub-suppliers and subcontractors comply with these principles, cascading these requirements down their own supply chain.

1.3 Foundation and Standards

Our Code of Conduct is based on international agreements, principles, and guidelines, including:

- UN Universal Declaration of Human Rights
- International Covenant on Civil and Political Rights
- International Covenant on Economic, Social and Cultural Rights
- ILO Declaration on Fundamental Principles and Rights at Work
- ILO Core Conventions (including Conventions 29, 105, 87, 98, 138, 182)
- UN Convention on the Rights of the Child
- OECD Guidelines for Multinational Enterprises
- UN Guiding Principles on Business and Human Rights
- UN Global Compact (ten principles)
- Applicable Good Manufacturing Practice (GMP) and Good Distribution Practice (GDP) guidelines
- EU environmental directives and international environmental principles

2. GENERAL COMPLIANCE AND RESPONSIBILITY

2.1 Legal Requirements

All suppliers and their subsuppliers must conduct their business in accordance with applicable laws and regulations. Should the requirements in this Code of Conduct in any respect differ from local laws or regulations, the framework that provides the strongest protection for the individual or the environment shall apply.

The supplier agrees:

- (a) To comply with all applicable laws, regulations, and company policies, including those governing labor, human rights, environment, health and safety, data protection, intellectual property, and anti-corruption;
- (b) To ensure that its employees, subcontractors, and representatives are trained in and adhere to the same standards and to cascade these requirements down their own supply chain;
- (c) To permit us, or a third party authorized by us, to audit the supplier's compliance with this Code of Conduct upon reasonable notice;
- (d) To explicitly encourage employees to report concerns or illegal activities without threat of reprisal, intimidation, or harassment.

2.2 Due Diligence for Responsible Business Conduct

Suppliers shall carry out human rights and environmental due diligence in line with internationally recognized standards for responsible business conduct. Suppliers are expected to:

- Integrate responsible business conduct into their policies and management systems
- Identify actual and potential risks to people and the environment
- Take appropriate measures to cease, prevent, or mitigate adverse impacts
- Monitor the effectiveness of these actions and evaluate their outcomes
- Communicate relevant information about their due diligence efforts and outcomes to affected stakeholders, in a manner that is appropriate and accessible

Where a supplier has caused or contributed to adverse impacts, it is expected to provide for or cooperate in their remediation. Suppliers must also ensure that these requirements, including requirements on due diligence, are communicated to their own suppliers and subsuppliers.

2.3 Sanctions

Tax arrangements shall be refrained from where it is uncertain whether the arrangement is within the framework of the law. The same applies to tax planning that exploits deficiencies in tax rules to artificially shift profits to countries with low or no tax.

3. HUMAN RIGHTS

All internationally recognized human rights, as expressed in the Universal Declaration of Human Rights, the International Covenant on Civil and Political Rights, the International Covenant on Economic, Social and Cultural Rights, and the ILO Declaration on Fundamental Principles and Rights at Work, shall be respected.

4. WORKERS' RIGHTS AND LABOR PROTECTION

4.1 Freedom of Association and Collective Bargaining

All workers shall have the right to join or form trade unions of their own choosing and to bargain collectively (ILO Conventions 87, 98, 135, and 154).

The employer shall maintain an open attitude towards the activities of trade unions and their organizational operations. Workers' representatives shall not be discriminated against and shall have the opportunity to carry out their representative functions in the workplace.

Where the right to freedom of association and collective bargaining is restricted under law, the employer shall facilitate, and not hinder, the development of parallel means for independent and free association and bargaining.

4.2 Employment Shall Be Freely Chosen

There shall be no forced labor, bonded labor or involuntary prison labor (ILO Conventions 29 and 105).

Workers shall not be required to lodge "deposits" or their identity papers with their employer and shall be free to leave their employer after reasonable notice.

4.3 Child Labor Shall Not Be Used

There shall be no recruitment of child labor (UN Convention on the Rights of the Child, ILO Conventions 138, 182, and 79). Child labor is any kind of activity or work which is harmful to the intellectual, physical, social and moral development of persons under 18 and undermines their education, preventing them from going to school, constraining them to abandon schooling too soon or requiring them to work and study at the same time.

The employer shall develop or participate in and contribute to policies and programs which provide for the transition of any child found to be performing child labor, to enable him or her to attend and remain in education until he or she is no longer a child.

A worker under 18 may nonetheless have the right to work if he or she meets the age requirements for the type of work in question:

- For general work, the minimum age is 15
- For non-hazardous work, the minimum age may be temporarily set at 14 in countries whose school-leaving age is lower than 15

Persons under 18 shall not be employed at night or in hazardous conditions.

4.4 No Discrimination and No Harsh or Inhumane Treatment

There shall be no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation (ILO Conventions 100 and 111).

Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

4.5 Working Conditions Shall Be Safe and Hygienic

A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards (ILO Convention 155)

and Recommendation 164). Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimizing, so far as is reasonably practicable, the causes of hazards inherent in the working environment.

4.6 Living Wages Shall Be Promoted

Wages and benefits paid for a standard working week shall meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher (ILO Convention 131). In any event wages shall always be enough to meet basic needs and to provide some discretionary income.

All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid. Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted. All disciplinary measures should be recorded.

4.7 Working Hours Shall Not Be Excessive

Working hours must comply with national laws, collective agreements, and the provisions of the below requirements, whichever affords the greater protection for workers (ILO Conventions 1 and 14).

Working hours, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week.

All overtime shall be voluntary. Overtime shall be used responsibly, taking into account the extent, frequency and hours worked by individual workers and the workforce as a whole. It shall not be used to replace regular employment. Overtime shall always be compensated at a premium rate, which is recommended to be not less than 125% of the regular rate of pay.

The total hours worked in any seven day period shall not exceed 60 hours, subject to the following exception:

Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:

- This is allowed by national law
- This is allowed by a collective agreement freely negotiated with a workers' organization representing a significant portion of the workforce
- Appropriate safeguards are taken to protect the workers' health and safety
- The employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies

Workers shall be provided with at least one day off in every seven day period or, where allowed by national law, two days off in every 14 day period.

4.8 Regular Employment Shall Be Provided

To every extent possible work performed must be on the basis of a recognized employment relationship established through national law and practice (ILO Conventions 95, 158, 175, 177 and 181).

Obligations to workers under labor or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labor-only

contracting, sub-contracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

5. ENVIRONMENTAL RESPONSIBILITY

5.1 Environmental Legal Compliance

Fully comply with all applicable environmental laws and regulations, including local, national, and EU legislation, such as:

- National environmental legislation
- EU Waste Framework Directive
- EU REACH and RoHS Regulations
- National environmental protection and pollution control laws

Suppliers must secure and maintain all relevant environmental permits.

5.2 Environmental Management Systems

Maintain and enforce environmental management systems aligned with international standards (e.g., ISO 14001), subject to audit.

5.3 Climate and Environmental Impact

Climate measures that contribute to achieving national and international climate goals shall be promoted.

The use of virgin raw materials shall be reduced through continuous optimization of raw material use, increased recycling and reuse of raw materials, minimization of waste and through offers and solutions in line with a circular economy.

No raw materials from species listed in CITES or as critically endangered, endangered or vulnerable on the IUCN Red List of Threatened Species are to be used.

Chemical use shall be controlled or evaluated. Where applicable, substitution and/or implementation of alternative processes shall be carried out to reduce health and environmental hazards and improve resource efficiency.

Waste shall be stored, handled, transported and disposed of in a manner that protects the health of workers, people in surrounding communities and the environment. This includes appropriate management of pharmaceutical waste to prevent Antimicrobial Resistance.

Strategies for efficient water use shall be promoted where applicable.

Emissions that pose a danger to health and the environment shall be minimized.

Prevent illegal emissions, discharges, or contamination, and avoid any activity likely to cause environmental harm.

5.4 Environmental Sustainability Principles

Actively apply principles of environmental sustainability, including:

- The precautionary principle (to prevent environmental harm in cases of uncertainty, as reflected in the Rio Declaration on Environment and Development)
- The polluter pays principle (ensuring responsible parties bear the cost of pollution)

5.5 Environmental Rights

All peoples have the right to self-determination and to freely dispose of their natural wealth and natural resources (UN Covenant on Civil and Political Rights). A people must in no case be deprived of its means of subsistence.

Illegal eviction or taking over of land, forest or water must not occur.

The rights of indigenous peoples to lands, territories and natural resources that they have traditionally owned, occupied or otherwise used or acquired are respected, including the right to free, prior and informed consent.

The right to a safe, clean, healthy and sustainable environment shall be respected. This right is an integral part of the full enjoyment of the right to life, health, food, water and sanitation.

6. BUSINESS ETHICS

6.1 Ethical Business Conduct

Maintain written policies promoting lawful and ethical business behavior, including anti-bribery and anti-corruption measures in all dealings.

Workers shall receive regular and recorded business ethics training, and such training shall be repeated for new or reassigned workers.

6.2 Anti-Corruption

There shall be no involvement in bribery, embezzlement, trading in influence, abuse of functions, illicit enrichment, laundering of proceeds of crime, concealment or obstruction of justice.

Do not offer, give, or authorize improper payments, bribes, facilitation payments, kickbacks or undue advantages to any party.

Comply with policies on business entertainment and hospitality, avoiding conflicts of interest.

6.3 Fair Competition

No agreements shall be entered into with the aim of distorting competition or abusing a dominant position.

Adhere to antitrust and competition laws. Refrain from practices such as price-fixing, collusion, or sharing confidential competitive information.

6.4 Anti-Money Laundering

Comply with all anti-money laundering regulations, maintain accurate financial records, and report suspicious activities as required.

6.5 Intellectual Property and Confidentiality

Respect the intellectual and other property rights of others. Only use our information and property (including technical documentation and specifications) for the purpose for which they are expressly provided and for no other purposes. Take all necessary steps to safeguard and maintain the confidentiality of our proprietary information. Observe and respect all our patents, trademarks, trade secrets, and copyrights, as well as comply with such restrictions or prohibitions on their use as we may from time to time establish.

6.6 Export and International Trade Controls

Comply with all applicable import and export control laws and regulations, including those of the EU, and not transfer our technical information to any third party without our express prior written permission. Supplier will also obtain all applicable permits and licenses necessary to perform its obligations, and upon our request, will provide us with copies of such permits and licenses.

6.7 Data Privacy

With respect to data and personal information (including information of our employees, customers, suppliers, business partners, Pharmacovigilance data, and patient health information handled and processed on behalf of customers) comply with all applicable privacy and data protection laws (including the GDPR where applicable) and ensure that any employees, contractors, representatives and sub-suppliers to whom it provides personal information and/or access to information systems, agree to the same restrictions and conditions set forth herein.

7. QUALITY AND PATIENT SAFETY (GxP)

Supplier shall comply with all applicable Good Manufacturing Practice (GMP), Good Distribution Practice (GDP), and Good Laboratory Practice (GLP) standards relevant to the products or services provided.

Supplier must ensure the quality, safety, and efficacy of products and promptly report any quality deviations or adverse events.

8. RESPECT FOR ANIMALS

8.1 General Principles

Where applicable, Supplier shall treat animals respectfully, minimizing pain and stress.

8.2 Animal Testing

Animal testing shall only be performed when required by regulatory authorities and when no other alternative method is available (the "3R" principle: Replacement, Reduction, and Refinement).

Animal tests must always consider factors that can reduce pain or stress with the animals.

The number of animals used in the test shall be kept to a minimum and animals must be treated as well as possible throughout the whole process.

9. FOLLOW-UP AND MEASURES

9.1 Documentation of Compliance

At our request, the supplier must be able to document how they, and any potential subcontractors, work to comply with this Code of Conduct. This may be done through follow-up meetings and/or mapping of conditions in the supply chain. Should we request an assessment of subcontractors' compliance with the Code of Conduct, the supplier is required to provide the name and contact details of subcontractors.

9.2 Inspections and Audits

The supplier undertakes to provide us or our representative with the opportunity to inspect the supplier's premises in order to assess the supplier's compliance with the Code of Conduct.

The supplier shall also make all reasonable efforts to ensure that we can, for the same purpose, visit any sub-suppliers' premises.

The timing of such inspections shall be agreed in consultation with the relevant site and carried out in a manner that minimizes disruption to operations.

9.3 Reporting of Severe Deviations

Supplier shall have a system in place for identifying and managing deviations from the requirements in this Code of Conduct.

Suppliers must notify us of any severe deviations from our requirements, within the supplier's or any sub-supplier's organization.

Forced labor, child labor, working conditions that pose a danger to life, serious environmental harm, grand corruption and attacks on environmental and human rights defenders constitute severe deviations.

9.4 Corrective Measures

In the event of deviations from the Code of Conduct's principles, we primarily wish to discuss how the deviations can be corrected. Repeated or severe deviations may, however, have a negative influence on the business relationship. As a final consequence, we may end the business relationship with a supplier who fails to comply with our requirements.

10. Updates

The Code of Conduct shall be included in all agreements between EQL Pharma AB and its suppliers. It is updated regularly, and these updates are distributed to all suppliers by email. Each supplier must confirm that they have received and read the updated version of the Code of Conduct.