

## **Vetter's Supplier Code of Conduct**

Vetter is a leading contract development and manufacturing organization (CDMO) that specializes in the aseptic filling of syringes, cartridges and vials. The company has extensive experience with biologics and other complex compounds, including monoclonal antibodies, peptides, interferons and vaccines. Its clientele includes the world's top 10 pharma/biotech firms and emerging companies alike. A full-service provider, Vetter supports products throughout their lifecycles, from preclinical development through to global market supply. Through its U.S. and European facilities, Vetter Development Service provides state-of-the-art support for early-stage products, with seamless transfer at Phase III to Vetter Commercial Manufacturing for large-scale production.

In addition to these important issues, Vetter takes its ethics and social responsibility very seriously. Vetter strives to ensure that its provision of support and products respects fundamental principles in the areas of human rights, working conditions, and the environment. Vetter takes these responsibilities seriously and wants its Suppliers to do likewise. To this end, Vetter has established principles and business standards in a Supplier Code of Conduct. This Supplier Code of Conduct applies to all Vetter's suppliers.

### **Compliance with Applicable Laws and Regulations**

Vetter's expects its suppliers to operate in full compliance with all applicable laws, rules and regulations of the countries in which they do business. This includes, but is not limited to, business conduct, labor and employment practices, health and safety, and environment protection.

## **A. Human Rights, Employment and Labor**

### **1. Child Labor**

At Vetter, we expect our suppliers to prohibit and refrain from any kind of child labor within their organization; in particular, suppliers shall not employ children under the age of 15. Employing teenagers between 13 to 15 for light work is only allowed if national laws and regulations permit such light work and if it is (a) not likely to be harmful to their health or development; and (b) not such as to prejudice their attendance at school, their participation in vocational orientation or training programs approved by the competent authority, or their capacity to benefit from the instruction received.

### **2. Discrimination**

Vetter's suppliers shall promote equal opportunities and equal treatment. Furthermore, our suppliers shall prohibit any form of discrimination in recruiting,

promoting or selecting employees for basic or advanced training programs. Within our supplier's organization, no employee may be discriminated against based on his or her gender, age, color, race, nationality, sex, sexual orientation, disabilities or religious conviction, material status, ethnic group, or membership of a political party or of a trade union.

Vetter's suppliers shall only work with foreign employees who are in possession of a valid work permit. If a foreign employee is not proficient in the German language, suppliers shall ensure the availability of a person who is proficient in the foreign employee's language and in German or English while that employee is on duty.

### **3. Forced Labor/Slavery**

Vetter's suppliers shall not employ forced laborers and shall prohibit any kind of forced labor in its organization. No one should be kept in slavery or bondage.

### **4. Work Hours/Time, Wages, and Freedom of Association**

Vetter's suppliers shall comply with the applicable national laws regarding labor rights, work hours/time, and wages. Suppliers support and shall respect the freedom of association and shall effectively recognize the right to collective bargaining.

## **B. Health and Safety, and the Environment**

Vetter's Environment, Health and Safety practices are certified according to ISO 14001 und 18001.

Accordingly, Vetter's suppliers shall comply with all applicable national laws governing health and safety at work. Our suppliers are requested to establish and maintain an appropriate occupational health and safety management system (e.g., in accordance with OHSAS 18001, or national equivalent), including an analysis of actual as well as potential health and safety risks at work. Furthermore, our suppliers are expected to train their employees in best possible prevention of accidents and occupational diseases.

Moreover Vetter's suppliers shall also fully comply with all applicable national laws, regulations and standards governing the protection of the environment. Our suppliers are requested to establish and maintain a suitable environmental management system (e.g., in accordance with ISO 14001, or national equivalent) to minimize environmental impact and hazards, and to improve environmental protection in their everyday operations.

## **C. Ethics and Business Conduct**

## **1. Prohibition of Corruption/Bribery/Money Laundering**

Vetter's suppliers shall comply with all United Nations (UN) and Organization for Economic Co-operation and Development (OECD) conventions against corruption, and with all laws governing anti-corruption and anti-money laundering. Suppliers shall not tolerate, or engage in, any form of money laundering activities, corruption, bribery, payments or other form of benefit conferred on government officials for the purpose of influencing decisions in violation of the law.

## **2. Invitations and Gifts**

Vetter's suppliers shall refrain from presenting any invitations or gifts to Vetter's employees or attempting to secure any form of influence. Any invitations or gifts extended to Vetter's employees or related persons, if any, must be reasonable and appropriate in respect to scope and occasion, i.e. must be of low financial value and reflect ordinary local business custom. Vetter also expects its suppliers to refrain from asking Vetter's employees or related persons for any inappropriate advantages or benefits with the intention of influencing objective decision making by Vetter's employees.

## **3. Avoiding Conflicts of Interest**

Suppliers' decisions to enter into supply or other agreements shall be based on objective criteria only. Suppliers shall avoid any private, business or other conflicts of interest. The same applies to relatives and other related parties.

## **4. Fair Competition and Antitrust**

Suppliers shall always comply with all applicable laws and regulations regarding antitrust and fair competition. Vetter's suppliers are expected i) not to enter into, ii) or participate, with competitors in agreements that might constitute a breach of antitrust law, iii) or to abuse any dominant market position they might hold.

## **5. Business Continuity Procedures**

Vetter's suppliers shall establish and maintain procedures to prevent and avoid business interruptions and ensure business continuity, and protect the supply chain against disruption from, for example natural disasters, terrorism, infection or other diseases, pandemics, computer viruses, etc.

## **6. Suppliers' Subcontractors**

Vetter expects its suppliers to negotiate with and select its subcontractors on the principles of this Code of Conduct. Suppliers shall encourage their subcontractors to comply with the minimum standards set forth herein. Suppliers shall be held responsible for their subcontractors.

## **7. Disassociation from Scientology.**

Vetter expressly disassociates itself from Scientology and rejects the technology of L. Ron Hubbard.

Vetter's suppliers, in particular trainers, shall not (i) work or teach according to Scientology's doctrine, or (ii) use or work according to the technology of L. Ron Hubbard, or (iii) attend courses or seminars based on the technology of L. Ron Hubbard, (iv) or be trained in the technology of L. Ron Hubbard, or (v) be a member of IAS (International Association of Scientologists).

**D. Compliance with the Code of Conduct**

Vetter shall have the right to review and to audit suppliers' compliance with the principles and requirements of Vetter's Supplier Code of Conduct. Any breach of the principles and requirements set forth herein shall be considered material. If suppliers fail to remedy their non-compliance within a reasonable time, Vetter may have the right to extraordinary termination of the supply agreement.

Ravensburg, 31.12.2014

Vetter Pharma-Fertigung GmbH & Co. KG