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F.I.S. Fabbrica Italiana Sintetici S.p.A. SUPPLIER CODE OF CONDUCT

1.INTRODUCTION

For 70 years we have been producing active pharmaceutical ingredients for the global pharmaceutical industry, establishing ourselves as a leader in the Contract Development and Manufacturing Organization (CDMO) segment, with a well-established presence in the generic drug API segment as well. A long industrial history that has made us a benchmark in the sector and that, thanks to our ability to combine scientific expertise and industrial excellence, has made us the ideal partner to turn an idea into a large-scale pharmaceutical product.

By 2028, we aspire to become the global partner of choice for the reliable development and production of Active Pharmaceutical Ingredients (APIs), establishing even closer collaborations with cutting-edge pharmaceutical and biotechnology companies and strengthening our leadership in the field of peptides and in bioavailability-enhancement technologies.

Our goal is simple: we want to bring to market, as quickly as possible, treatments that patients can trust. Reliability defines our work, which is based on accuracy, consistency and long-standing pharmaceutical experience.

In view of the nature of the activities carried out, F.I.S. Fabbrica Italiana Sintetici S.p.A. (hereinafter, “FIS” or the “Company”) operates in compliance with the Good Manufacturing Practices applicable to the production of active pharmaceutical ingredients and manages, at its sites, the production of hazardous substances in line with the regulations in force on the control of major-accident hazards. Quality, data integrity, product safety, continuity of supply, the prevention of major accidents and the protection of human rights and the environment are therefore essential requirements in relations with Suppliers as well.

We are aware of the important role that FIS plays at a social and economic level, and of the opportunity to exert a positive influence on the entire supply chain, by promoting collaborations with operators who share our own values.

Our commitment to excellence is expressed through quality and integrity, not only of our products, but also of our actions and decisions; for this reason, we have always been committed to operating in compliance with the law and the highest international standards.



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A solid business ethic, respect for human rights and the environment, and the promotion of a safe and sustainable workplace inspired by principles of integrity and legality are the founding principles that guide our path to success.

We believe that our suppliers contribute significantly to our success and are an integral part of it. This Suppliers Code of Conduct (hereinafter, the “Code”) enables our counterparts to learn about the principles that FIS undertakes to uphold and that it requires its suppliers to share and apply in their business relations and in every interaction with FIS.

2. SCOPE OF APPLICATION

The Code applies to all FIS suppliers. For the purposes of this Code, a supplier means any person, whether natural or legal, who, by virtue of a contractual relationship¹ (hereinafter, the “Contract”), undertakes towards the Company to supply goods, materials, products or services necessary for the performance of the Company’s business activities, in compliance with the applicable technical and quality specifications, as well as the applicable regulations (hereinafter the “Supplier” or “Suppliers”).

This definition includes, in particular:

- Suppliers of raw materials, APIs, excipients and packaging materials;
- Suppliers of goods and services relevant to the Company’s business;
- Sub-suppliers that supply goods or services to primary suppliers;
- Agents, Distributors, Consultants.

This document is inspired by and refers to all the principles, values and rules of conduct set out in the Code of Ethics adopted by FIS, which is available on the Company’s website.

3. EXPECTATIONS

In implementation of the principles set out in its Code of Ethics, FIS has adopted this Code with the aim of spreading its values throughout the supply chain, asking its Suppliers to share and uphold them, and to commit to collaborating with FIS to build, across the entire value chain, a supply chain founded on responsibility and sustainability. Suppliers are therefore required to adhere to the principles of this Code and to conform their conduct to them in every relationship with FIS, and to ensure that their subcontractors and any other third party acting on their behalf comply with the same principles when carrying out activities in the interest of FIS. The obligations set out in this Code apply taking into account the nature of the products or services supplied by the Supplier to FIS.

¹ “Contractual relationship” includes all cases in which (i) the parties have negotiated and entered into a contract; (ii) the Supplier has accepted the general terms and conditions of contract and a purchase order has followed; or (iii) a purchase order exists.



4. ETHICS AND COMPLIANCE

Legal Compliance

Suppliers must ensure full compliance with the international, national and local regulations applicable to their business. Among others, and by way of example and without limitation, Suppliers shall ensure compliance with anti-corruption legislation and with the principles and provisions of Legislative Decree 231/2001, as reflected in the Organisation, Management and Control Model adopted by FIS. Suppliers must keep constantly up to date with regulatory developments and adapt their organisation and rules to the legislative changes that are relevant from time to time.

Anti-Corruption and Unlawful Payments

Suppliers are required to comply with the anti-corruption laws that prohibit any conduct whereby, in order to obtain or retain business or secure an undue advantage, money or other benefits are offered, promised, given or accepted, directly or indirectly, to or from a public or private party, with the aim of improperly influencing their decisions or the exercise of their functions.

FIS requires its Suppliers to adopt a zero-tolerance approach towards corruption and other serious forms of crime that may occur, such as extortion by public officials (“concussione”), extortion, money laundering and misappropriation.

Suppliers must not give, offer or promise any object or other benefit or valuable consideration (including, by way of example but not limited to, facilitating payments, gifts, hospitality, tickets to events, travel, benefits in kind, job opportunities, business opportunities, personal favours) to Public Officials and/or private counterparties in order to improperly obtain or retain a personal commercial advantage and/or for the benefit of third parties.

Furthermore, Suppliers are prohibited from engaging intermediaries such as consultants, sub-suppliers or other business partners who are dedicated to such activities or who support such conduct.

In any case, FIS absolutely prohibits also the so-called “facilitating payments”, being understood as payments of modest value made to public officials in order to expedite, favour or secure the performance by the latter of a routine, non-discretionary or otherwise due activity. This prohibition applies without exception, even where such payments are permitted or tolerated by law or local practice.

Anti-Money Laundering

Suppliers undertake to carry out their activities in full compliance with the applicable regulations on the prevention of money laundering, terrorist financing and any other form of unlawful financial activity.



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Suppliers must not, directly or indirectly, enter into business relationships or carry out transactions that may facilitate the laundering of illicit proceeds, the financing of terrorism or the concealment of the origin, nature or destination of funds and assets.

Suppliers must also avoid cash transactions and payments and prefer bank payment channels.

Conflicts of Interest

Suppliers must prevent and manage actual or potential conflicts of interest that may arise in the course of business relationships. FIS asks its Suppliers to refrain from any interaction or relationship with the Company's employees that could compromise their impartiality or conflict, actually or potentially, with the Company's interests. Suppliers undertake to promptly inform FIS of any situation that constitutes, or may give rise to, a conflict with FIS's interests, as soon as they become aware of it.

Gifts, Hospitality and Entertainment

Certain gifts, hospitality and entertainment may be interpreted as instruments intended to exert undue influence or as indicators of a potential conflict of interest.

For this reason, FIS asks its Suppliers never to make cash payments (including in the form of vouchers), nor to offer gifts, hospitality and entertainment to FIS employees where this could constitute undue influence for a commercial purpose or aimed at establishing a relationship of favouritism within the Company.

There are cases in which the giving of gifts, hospitality and entertainment is permitted, provided that it is of modest value or commemorative in nature and complies with the law and the policies applicable to FIS employees; is not intended to influence decisions; and falls within normal hospitality or entertainment connected with work situations.

Suppliers may not make gifts, donations, sponsorships, contributions or other payments on behalf of FIS, or present them as initiatives attributable to FIS, without the prior written authorisation of the Company. Suppliers are not authorised to make statements, undertake commitments or make public communications in the name or on behalf of FIS, except with express written authorisation.

Antitrust and Fair Competition

Suppliers must operate in the market in a manner consistent with fair competition policies and must prevent and counter anti-competitive conduct in the performance of their activities, in compliance with the applicable national and international antitrust laws².

² Such as, by way of example and without limitation, Articles 101 and 102 of the Treaty on the Functioning of the European Union (TFEU), Commission Regulation (EU) 2022/720 on vertical agreements ("VBER") and Law No. 287/1990 establishing, inter alia, the Italian Competition Authority (Autorità Garante della Concorrenza e del Mercato – AGCM).



Suppliers must avoid any deceptive conduct towards their customers and the public in general; marketing initiatives, offers and statements regarding products and services must be truthful, documentable and compliant with regulatory requirements.

Privacy and Personal Data Protection

Suppliers of the Company must comply with the laws and regulations applicable to the protection of personal data, ensuring that the processing of personal data carried out in the context of their activities respects the fundamental rights and freedoms of data subjects.

Suppliers must ensure the protection of personal data by ensuring that the relevant processing is carried out in accordance with the principles of lawfulness, fairness and transparency, as well as the principles of purpose limitation, data minimisation, accuracy, storage limitation, integrity, confidentiality and accountability.

Cyber Security

Suppliers undertake to establish and maintain technical, operational and organisational measures that are adequate and aligned with recognised industry best practices (such as, by way of example, ISO 27001, NIST CSF or equivalent standards) in order to manage the risks relating to the information, networks and information systems used, as well as to prevent or minimise the impact of any cyber incidents involving FIS information.

Suppliers must adopt and maintain security measures proportionate to the criticality of the goods or services supplied to FIS and the sensitivity of any FIS information processed, also ensuring that any third parties involved comply with equivalent security principles and, in addition, putting in place a system for the periodic assessment of the adequacy of their organisational and technical measures in light of relevant threats.

Suppliers shall provide, on a periodic basis and, where required by applicable law, at least once a year, specific and adequate cyber security training for their employees.

Suppliers are required to report to FIS, promptly and in detail, any cyber security incidents (including, by way of example, data loss, cyber-attacks, unauthorised access, etc.), whether intentional or accidental, that result in or may result in the compromise of the confidentiality, integrity or availability of information systems, networks, data or information, including information relating to commercial relations with FIS.

Suppliers undertake to cooperate with FIS in assessing and monitoring the cyber risk associated with the services provided, promptly, fully and truthfully providing the information and documentation requested.



Confidentiality of Information and Protection of Intellectual Property

Suppliers undertake to ensure the confidentiality of information relating to FIS or its customers, business partners or any third party that they come into possession of by reason of their business relationship with FIS, and to use such information exclusively for the purposes authorised by FIS.

Suppliers must respect and protect the intellectual and industrial property rights of FIS, its customers, business partners and any third party. Suppliers undertake to use patents, trademarks, copyrights, know-how, trade secrets, software, data, technical documentation and any other information provided by FIS exclusively for the authorised purposes and within the limits set out in the Contract, and to adopt adequate organisational, technical and contractual measures for the protection of such intellectual property assets.

Suppliers warrant that the products, services, materials, software, documentation and results of the activities provided to FIS do not infringe the intellectual or industrial property rights of third parties, and undertake to promptly inform FIS of any claim, complaint or potential infringement of which they become aware.

Use of the “FIS” Trademark

Suppliers may use the trademarks, logos, trade names and other distinctive signs of FIS exclusively within the limits and in the manner provided for by the applicable contractual agreements. In any case, such use must be appropriate and consistent with the integrity and reputation of FIS; its use is in any case prohibited in contexts that could damage the Company’s image or conflict with the values and ethical principles of FIS.

Use of AI Systems (Artificial Intelligence)³

Suppliers undertake to use AI Systems ethically, responsibly and in compliance with applicable regulations, including those relating to personal data protection, intellectual property and non-discrimination. The use of AI Systems is permitted exclusively in accordance with the Contract and, in any case, to the extent strictly necessary for the performance of contractual obligations and provided that such systems:

- are configured with enterprise-level security settings, or equivalent;
- contractually exclude the use of input data for model training, improvement or evaluation purposes;
- ensure the logical separation of the tenant from those of other customers of the AI System provider.

Suppliers undertake not to use free or consumer-grade AI Systems in the course of the business relationship with FIS.

³ “**AI System(s)**”: any artificial intelligence system, machine learning, large language models, generative systems and any other predictive statistical model, whether developed in-house, licensed from third parties or accessible through application programming interfaces.



Proper Maintenance of Accounting Records

All accounting and administrative books and records must comply with generally accepted accounting principles and applicable regulations, as must their retention. Suppliers must maintain accurate and verifiable accounting records, as well as internal controls suitable for preventing unlawful payments and fraudulent practices or the alteration of documentation to conceal or distort the transactions corresponding to the records.

Export Controls and International Sanctions

Suppliers undertake to comply with all applicable regulations on export controls and international sanctions that prohibit doing business with entities or persons included in lists issued by various international authorities (including the EU, the UN and, where applicable, the US/OFAC)⁴.

In particular, Suppliers warrant that (i) they will not engage, directly or indirectly, in dealings with sanctioned persons; (ii) they will not supply goods, services or technologies in violation of the applicable restrictions or intended for prohibited countries or uses; (iii) they will not adopt practices aimed at circumventing or evading the relevant regulations.

Suppliers shall also ensure that any dual-use goods or technologies are managed in full compliance with applicable law and are not exported, transferred or used in violation of restrictions aimed at safeguarding international security or preventing unauthorised military uses.

Responsible Sourcing of Minerals

Where applicable to the products and services supplied to FIS, Suppliers undertake, with reference to tin, tantalum, tungsten, gold and cobalt (so-called “conflict minerals”), to establish sourcing processes from sources that do not, directly or indirectly, finance armed groups in high-risk or conflict-affected areas, in line with applicable law and international due diligence standards on the subject (including the OECD Due Diligence Guidance).

5. LABOUR AND HUMAN RIGHTS

Respect for Human Rights

Suppliers must respect human rights as recognised at international⁵, European and national level and ensure fair, dignified and safe working conditions. FIS requires its Suppliers to operate in compliance

⁴ “Regulatory references and guidelines: Regulation (EU) 2021/821 (dual use), EU Regulations on international sanctions, UN Sanctions Regimes, OFAC Sanctions Programs, U.S. Export Administration Regulations (EAR), as well as FATF, OECD and ICC guidelines on trade compliance and sanctions.”

⁵ By way of non-exhaustive example, the Universal Declaration of Human Rights of 1948, the European Convention for the Protection of Human Rights and Fundamental Freedoms, and the ILO Conventions as transposed into the Italian legal system.



with the fundamental principles and rights set out in the Universal Declaration of Human Rights, the United Nations Global Compact and the United Nations Guiding Principles on Business and Human Rights.

In particular, Suppliers are prohibited from employing minors below the minimum legal working age or the age of completion of compulsory education. Any apprenticeship, internship or school-work alternation programmes must comply with applicable regulations and protect minors by assigning them to non-hazardous activities.

Suppliers must adopt specific policies of absolute opposition to forced labour and human trafficking; any form of forced labour, servitude and human trafficking must be prohibited, as well as withholding personal documents or requiring cash deposits or bonds.

Working Conditions

Suppliers must act in compliance with the applicable legislation on working conditions, including remuneration and social security aspects, as well as in accordance with the regulations in force on workers' health and safety. Suppliers must also ensure compliance with the legal limits on working hours and rest periods and ensure the timely payment of wages and overtime in accordance with the law and applicable contracts.

Equal Opportunities

Suppliers must promote and foster a respectful working environment and prohibit any form of harassment or intimidating, offensive or embarrassing behaviour.

Every worker must be guaranteed equal career and professional development opportunities. Suppliers must strive to ensure a working environment free from discrimination on grounds of gender, age, ethnicity, nationality, language, religion, sexual orientation, disability, political and trade union opinions, health status, or membership of trade unions or political parties.

Freedom of Association

Suppliers must recognise and respect workers' right to freedom of association and collective bargaining, in accordance with applicable law and the relevant international principles; in particular, Suppliers guarantee that their employees are free to form or join trade unions of their choice, without fear of discrimination, retaliation or interference.

6. HEALTH AND SAFETY

Occupational health, safety and hygiene

Suppliers undertake to ensure and maintain safe, healthy working environments that comply with applicable occupational health and safety legislation, and to adopt and maintain procedures, control



measures and safeguards suitable for preventing accidents, incidents and occupational diseases, ensuring the proper maintenance, inspection and safe operation of machinery, equipment and plant. Suppliers shall fulfil the training obligations applicable in the countries in which they operate, including, for Italy, those provided for by the State-Regions Conference agreements, and provide their workers with adequate and periodic health and safety training, commensurate with the risks associated with the activities carried out.

Suppliers also undertake to put in place adequate emergency preparedness and response measures and to make continuous efforts to mitigate new and existing risks, as well as to progressively eliminate workplace injuries and occupational diseases, improving safety practices and avoiding unnecessary risks to workers.

7. QUALITY AND SUPPLY CHAIN INTEGRITY

Product Quality and Safety

Suppliers undertake to ensure that all products and services supplied to FIS comply with the quality and safety standards required by applicable law.

FIS expects that, where applicable, Suppliers have adopted up-to-date quality systems integrated with the best market standards (including GMP standards and regulatory requirements).

With reference to activities involving the generation, acquisition, processing, review, approval, transmission, migration, retention or destruction of data relevant for GMP, regulatory or quality purposes (by way of example, process, laboratory, development or quality control data), Suppliers undertake to ensure their integrity throughout the entire life cycle in accordance with the ALCOA+ principle: data must be attributable, legible, contemporaneous, original, accurate, complete, consistent, enduring and available, refraining from any falsification, manipulation, backdating or intentional omission of data, and to promptly notify FIS of any significant changes to production or quality control processes that may affect the products or services supplied to FIS.

Business Continuity

Suppliers, where identified as critical on the basis of the contractual documentation signed with FIS and the products and services supplied to FIS, must adopt appropriate measures to ensure the continuity of their operations and the regularity of supplies to FIS, ensuring the resilience of operations and of the supply chain in the event of unforeseen events or crisis situations. The Supplier is also required to promptly inform FIS of any event that may cause interruptions or delays, and to collaborate with FIS to reduce their impact and rapidly restore normal operations.



8. ESG

Environment and Responsible Management

FIS considers it an important expectation that Suppliers, too, operate responsibly by incorporating environmental and social considerations into their business, preventing and reducing the environmental impacts of their activities, with particular attention to emissions, discharges, waste and resource use, and paying due attention to the applicable social issues.

In particular, since FIS has adopted an ambitious Decarbonisation Plan with targets validated under the SBTi framework, it considers it a priority to collaborate with Suppliers that have targets validated under that same framework. In this context, Suppliers undertake to allocate adequate resources to effectively oversee the ESG areas agreed contractually and applicable to the products or services supplied to FIS.

Suppliers, where applicable to the products or services supplied to FIS, also undertake to: (i) comply with applicable legislation on chemical substances and hazardous substances, including, where applicable, Regulation (EC) No 1907/2006 (REACH), ensuring the traceability of substances relevant to the protection of health and the environment throughout the supply chain; (ii) adopt adequate measures for the classification, labelling, storage and safe transport of hazardous substances; (iii) promote circular economy practices, reducing waste production and encouraging the recycling and proper disposal of the non-recyclable portion.

9. QUERIES AND REPORTING

Queries:

In the event of interpretative queries or the need for clarification on the principles and rules contained in this Code, reference may be made to the Compliance function within FIS's Legal Department at the following email address: legal@fisvi.com.

Any doubts or compliance issues internal to the Supplier shall instead be addressed and resolved with the support of the Supplier's competent internal functions.

Reporting

Each Supplier has a general obligation to promptly report to FIS any circumstance of which it becomes aware that constitutes or may potentially constitute a violation of the principles and rules of this Code. Reports may be made through FIS's dedicated whistleblowing channel. Alternatively, reports may also be made through the other channels made available by FIS and described in the Code of Ethics, such as the dedicated telephone line, a request for a direct meeting with the Internal Audit function, or ordinary mail addressed to FIS Internal Audit.



FIS, in fact, encourages employees, collaborators and third parties, including Suppliers, to use this channel whenever they become aware of facts or conduct that are not in line with the Company's values, the Code of Ethics, this Code or applicable regulations.

FIS expects Suppliers' employees to be informed of the existence of the channel for reporting irregularities, which is available on the FIS website and accessible via the following link <https://fisvi.integrityline.com/>

FIS guarantees protection against retaliation, discrimination or penalisation of users of the reporting channel, ensuring confidentiality and guaranteeing anonymity where requested.

10. AUDIT

FIS reserves the right to verify, at any time, each Supplier's compliance with this Code, the provisions of the applicable Contract and the regulations in force, by means of documentary audits, interviews, on-site inspections, monitoring activities and any other form of control reasonably necessary, carried out directly or through appointed third parties.

Except in cases of urgency, suspected violation of this Code, ascertained or presumed serious non-conformity, request from competent authorities or regulatory obligations requiring otherwise, FIS will give the Supplier reasonable prior notice of the audit. In any of the above cases, FIS may carry out inspections and audits without notice.

The Supplier must cooperate fully with FIS and with any persons appointed to carry out the verifications, promptly providing access to all information, records, documents, data, systems, personnel, premises, facilities and sites relevant to the audit. This obligation includes, to the extent permitted by law and applicable contractual relationships, access to production sites, document management systems and the supply chain parties involved in carrying out the activities entrusted by FIS.

The Supplier is required to ensure that its sub-suppliers, contractors, consultants and partners involved in carrying out activities on behalf of FIS are bound by obligations substantially equivalent to those set out in this Code, including the cooperation and access obligations necessary to enable FIS's audit activities.

If the audit identifies a non-conformity, the Supplier shall prepare and submit to FIS, within the deadline set by FIS, a *remediation* plan containing the root cause analysis, the planned corrective and preventive actions, the persons responsible for implementation and the relevant completion timelines. FIS shall have the right to monitor the implementation of the plan and to request further checks aimed at verifying its effective implementation.

In the event of a serious non-conformity, a violation of applicable law or a failure to implement the corrective actions required, FIS may adopt, at its own discretion and without prejudice to any further remedies provided for by the Contract or by law, precautionary measures proportionate to the risk



identified, including the total or partial suspension of payments, the suspension of the activities entrusted to the Supplier, the blocking of new orders or assignments and the request for further independent checks at the Supplier's expense.

Failure to provide access to the information requested, obstruction of audit activities, refusal to cooperate, failure to implement the agreed corrective measures or the persistence of serious non-conformities may constitute a serious breach of contract and entitle FIS to terminate the relationship, without prejudice to compensation for any damages suffered and any other remedy provided for by applicable law.

11. VIOLATIONS

The Supplier acknowledges that compliance with the principles and obligations set out in this Code is an essential requirement for entering into and maintaining the business relationship with FIS.

FIS reserves the right to verify compliance with this Code and to adopt the measures indicated below in the event of an established violation of the principles and rules contained in the Code.

(a) Serious Violations

The following constitute, by way of example and without limitation, serious violations:

- episodes of corruption, fraud or other offences against the public administration or commerce;
- violations of Good Manufacturing Practices (GMP) or other applicable regulatory requirements that may compromise the quality, safety or compliance of the products and services covered by the Contract;
- use of child labour, forced labour or other serious violations of human rights;
- falsification of data, documents or records, including violations of data integrity principles;
- any other conduct likely to expose FIS to significant legal, regulatory, reputational or operational risks.

In the event of a serious violation, FIS may, at its own discretion and without prejudice to any further right provided for by law or the applicable Contract, immediately suspend payments, suspend performance of the contractual relationship and/or terminate the Contract with immediate effect.

(b) Non-Serious Violations

Where the violation of the principles and obligations set out in this Code cannot be classified as serious within the meaning of paragraph (a) above, FIS may require the Supplier to adopt a corrective action plan, to be agreed with FIS and implemented within thirty (30) days of the relevant notification by FIS, unless a different deadline is set by FIS in view of the circumstances of the case.

(c) Repeated Violations or Failure to Implement Corrective Actions



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Repeated violation of the principles and obligations set out in this Code, or the failure, incomplete or late implementation of the corrective action plan within the deadlines required by FIS, may result, at FIS's discretion, in the suspension of qualification or the exclusion of the Supplier from the FIS vendor list, as well as the suspension or termination of the existing Contract or the suspension of payments due under that Contract.

(d) Compensation and Right of Recourse

FIS's right to obtain compensation for direct damages suffered and to pursue any further recourse action or urgent remedy provided for by law or the Contract, including costs incurred as a result of the Supplier's violation of this Code, shall in any case remain unaffected.

12. APPLICATION OF THE CODE

In relations with the Supplier, this Code supplements the Contract, whose provisions shall prevail with respect to commercial, technical and operational aspects.

13. DISSEMINATION OF THE CODE

The FIS Code, together with the sustainability pillars and our Code of Ethics, is publicly available on the FIS website (<https://fisvi.com/>). It is also given the widest possible circulation via the company intranet and to all recipients, including Suppliers.

The Supplier also undertakes to adopt, where necessary, internal policies and procedures consistent with the principles of this Code, and to carry out adequate training and awareness-raising activities.

Approved and adopted by F.I.S. – Fabbrica Italiana Sintetici S.p.A.