

Third Party Code of Conduct

The Fishawack Group of Companies and Carling Group of Companies (“Group”) is committed to operating to high ethical standards at all times, and in full compliance with all laws, rules and regulations governing our activities in the UK, USA and other jurisdictions in which we operate.

As part of that commitment, the Group expects all companies and individuals with whom it does business (collectively, “Third Parties”) to do the same.

This Code of Conduct summarises our approach to working with Third Parties. It sets out the minimum standards we expect of them, as well as other areas of importance to us.

The Group is committed to operating to high ethical standards at all times and seeks to work with Third Parties who do likewise. The Group understands its responsibility to respect and operate within our clients’ requirements, and all Third Parties with whom we work are required to operate to the same requirements.

The Group therefore expects all Third Parties with whom we engage to comply with all applicable laws and regulations and to adopt the principles within this Code.

Any queries on the Third Party Code of Conduct, or potential breaches of the code should be communicated to compliance@fishawack.com.

Preventing Bribery and Corruption

POLICY	<p>The Group has a zero-tolerance approach to bribery and corruption and expects all Third Parties with whom we work to act with absolute business integrity and in compliance with all relevant international and domestic legislation including the UK Bribery Act 2010 and US Foreign Corrupt Practices Act of 1977.</p> <p>To this end, Third Parties will not, directly or indirectly, promise, offer, make, authorise, solicit or accept any financial or other advantage, to or from anyone to obtain or retain business or secure an improper advantage in the conduct of business. This rule applies regardless of whether they are government officials or work in a private sector entity. Financial or other advantage covers anything of value, including cash, gifts, services, job offers, loans, travel expenses, entertainment or hospitality.</p> <p>The Group operates a zero-tolerance approach to any attempts at bribery and any involvement in such activity by the Third Party will be regarded as a fundamental breach of Agreement and will result in immediate termination of work. The Group may also involve the appropriate authorities if necessary.</p> <p>You shall notify The Group immediately upon becoming aware of any breach of your obligations hereunder. The Group shall require you to participate in any anti-corruption training it reasonably requires.</p>
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GIFTS/ HOSPITALITY	<p>It is The Group policy that gifts should not be accepted by individual employees without prior authorisation by a Fishawack Director or Group Compliance Officer. Authorisation may be granted for occasional gifts of low monetary value. Hospitality around events should not be offered to any Group employees without a justifiable business reason; these will require authorisation by a Fishawack Director or Group Compliance Officer.</p>
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Preventing Criminal Facilitation of Tax Evasion

POLICY	<p>The Fishawack and Carling Group of Companies does not tolerate tax evasion or the criminal facilitation of tax evasion within its business and we expect our officers, employees and those providing services to, for or on behalf of the Group (our “Third Parties”) to conduct themselves in accordance with all relevant international and domestic legislation including the Criminal Finances Act 2017. In appropriate circumstances, the Group will invoke contractual sanctions against any Third Party who is found to have criminally facilitated tax evasion.</p> <p>Third Parties working with the Group will ensure that adhere to the Prevention of the Criminal Facilitation of Tax Evasion. As part of this responsibility the Third Party will:</p> <ul style="list-style-type: none"> • provide information or assistance to enable the Group to assess any risk in relation to its business relationship with them or to carry out due diligence in relation to their business (to the extent that this is necessary in order to address any risk); and/or • enter into contractual provisions to provide assurance to the Group that they will act in accordance with the law or the terms of this Policy. <p>You shall notify The Group immediately upon becoming aware of any breach of your obligations hereunder. The Group shall require you to participate in any training it reasonably requires.</p>
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Preventing Conflict of Interest

POLICY	<p>The Group is an organisation that is composed of a number of sub-units. Consistent working practices have been adopted across the Group to facilitate sharing of resources. However, the individual business units are separate legal entities, with separate premises, IT infrastructure, and distinct teams. This allows Fishawack Group of Companies and Carling Group to maintain the degree of separation needed to manage potential conflicts of interest ethically and responsibly.</p> <p>A conflict of interest may arise when the objectives of the Group or its clients and the interests and loyalties of its third-party suppliers do not coincide or appear to be compromised. Even the appearance of a conflict of interest can damage a business’s reputation, so conflicts need to be managed carefully and with transparency.</p> <p>The Group considers a potential conflict of interest to exist where the Third Party provides, or offers to provide, services to another person or company on the same therapeutic area or pharmaceutical product as Services they are currently</p>
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	<p>providing, have quoted to provide, or have provided within the last three months to the Company whereby the Third Party could use or may otherwise benefit from knowledge or information gained as a result of the provision of their Services to the Company.</p> <p>In these instances, The Group may decline to contract with the Third Party involved until such time that the potential conflict no longer exists.</p>
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Protecting Personal and Confidential Information

<p>PERSONAL INFORMATION</p>	<p>The Group will only provide to Third Parties the minimum information they need to perform the agreed services. Third Parties will protect the confidentiality and security of any Personally Identifiable Information they access or generate while working with the Group by ensuring implementation of appropriate safeguards and complying with applicable legislation including EU General Data Protection Regulation.</p> <ul style="list-style-type: none"> • Use and disclosure of Personally Identifiable Information must be limited to those purposes for which it was received to ensure that individuals’ privacy rights are protected. • Personally Identifiable Information should be deleted as soon as it is no longer required. • Personally Identifiable Information should not be transferred out of the European Economic Area without prior permission of the individual. The Third Party must inform their Group contact or compliance@fishawack.com immediately if transfer of information is expected. • Any breach, or suspected breach of security involving personal information must be reported to compliance@fishawack.com immediately.
<p>CONFIDENTIAL INFORMATION</p>	<p>The Group will only provide to Third Parties the minimum information they need to perform the agreed services. Third Parties may become aware of confidential information as a result of the provision of Services undertaken with and for the Group. For the purposes of this Code, confidential information includes any information, documents or details about the Company’s business, its policies and procedures, marketing, business financial or other strategies, its performance and finances, its clients, potential clients, Third Parties, Freelancer or employees, or any other information which may not be readily available to others engaged in a similar business to that of the Company, or to the general public and any information which if disclosed might cause significant harm to the Group or our clients (other than that which is previously and lawfully in the public domain).</p> <p>Third Parties shall not at any time, whether during or after the termination of any Agreement:</p> <ul style="list-style-type: none"> • Use or divulge or communicate to any person, firm, company, partnership or business any information regarded as confidential by the Group or our clients; and • Sell or seek to sell to any person, firm, company, partnership or business any information regarded as confidential by the Group or our clients.

	<p>Third Parties shall not make any notes or memoranda relating to any matter within the scope of the Group’s business dealings or affairs otherwise than for the benefit of the Group and shall produce and disclose the same upon request.</p> <p>Third Parties will upon the termination of work, or at any time on demand, return to the Group all documentary and computer records and other notes and memoranda supplied to them by the Group or kept by them during the period of work. All such records, notes and memoranda shall be used for the purpose of the Group only and shall be and shall remain the property of the Group or its clients.</p> <p>The date of receipt of information, date of destruction and extent of use of information should be recorded by the Third Party and provided to the Group at its request.</p> <p>Third Parties shall not further distribute any materials provided by the Group for the purpose of providing the Services as agreed.</p> <p>Third Parties will never communicate externally about the Group or our clients’ prospects, performance or internal policies nor disclose inside information which could affect the price of our clients’ securities without proper authority. They will also be forbidden from making any public posting of confidential or proprietary information related to any aspect of the Group or our clients’ business.</p>
INFORMATION MANAGEMENT	<p>Third Parties will protect the confidentiality, integrity and availability of confidential information which they manage, store, transmit, or otherwise process. They will ensure this by implementing appropriate safeguards including policies, procedures, physical security and computer security controls.</p>
TRANSFER OF CONFIDENTIAL INFORMATION	<p>The Group expects all Third Parties to handle transfer of sensitive information appropriately at all times (e.g. password protection or encryption of emails).</p> <p>Third Parties shall use only approved methods for transfer of large confidential materials as agreed by the Group. This shall be managed by Fishawack or Carling and includes use of Box.net and One Drive. Other personal File Transfer Protocols (e.g. Dropbox) should not be used.</p>

Management Systems

APPROPRIATE ANTIMALWARE SOFTWARE	<p>Third Parties shall ensure that their IT systems are installed with appropriate antimalware software to ensure protection of information provided by the Group.</p> <p>Any potential breach of IT security which affects the information provided by the Group must be communicated to their Group contact or compliance@fishawack.com within 24 hours.</p>
TRAINING AND COMPETENCY	<p>The Third Party shall ensure that all employees have the required capabilities to undertake the work provided, and that training is provided as appropriate, to ensure a high professional standard of service at all times.</p> <p>It is the Third Party’s responsibility to ensure that they are familiar with all relevant laws and industry guidelines to conduct their work to the required standards.</p>

Marketing and Promotional Practices

PROMOTION	<p>Third Parties are expected to respect the restrictions around promotion of work applied by our client companies, and as part of the Group policy.</p> <p>No Third Party will promote work undertaken on behalf of a pharmaceutical client without obtaining prior approval from their senior Group contact.</p>
USE OF SOCIAL MEDIA	<p>Third Parties may refer to the Fishawack and Carling Group in social media posts reflecting support provided in a general capacity they must not directly mention any client pharmaceutical company, or show information which can be directly associated with a client company.</p>

Working Practices

HEALTH AND SAFETY	<p>Third Parties should provide a safe and healthy working environment for employees; and adhere to all local laws and regulations.</p> <p>Emergency planning and response procedures should be in place to minimise risk to business continuity. The Group may at any time request a copy of the Third Party's business continuity plan.</p>
NON-DISCRIMINATION AND FAIR TREATMENT	<p>Third Parties will ensure a workplace with fair opportunity to all employees. All employees should be encouraged to disclose any practice found to be against these policies without retribution.</p> <p>Third Parties will comply with all legal requirements for the employment of workers in the country in which they are located.</p>
WAGES, BENEFITS AND WORKING HOURS	<p>Third Parties are expected to pay employees according to applicable wage laws, including minimum wages, overtime hours and mandated benefits.</p> <p>Working hours should comply with national laws and benchmark industry standards.</p>