

PHOENIX group Supplier Code of Conduct

1 Preamble

The PHOENIX group, headquartered in Mannheim, Germany, is the European leader in pharmaceutical wholesale, pharmacy retail, and services for the pharmaceutical industry. In this document, "PHOENIX group" and "PHOENIX" refer to PHOENIX Pharma SE and its direct and indirect subsidiaries.

As an internationally operating group, we commit to ecologically and socially responsible business conduct, which is outlined in the five pillars of our sustainability agenda: climate protection, resource recycling, responsible supply chain, diversity, equal opportunities, and inclusion and social engagement. Our responsibility and expectations towards our employees are expressed in our group [Code of Conduct](#), [Compliance Guidelines](#), and our [Policy Statement on Human Rights](#).

We expect the same behaviour from our Suppliers and encourage them to collaborate along the supply chain. In concrete, we expect our Suppliers to comply with applicable laws and with the principles and requirements of this Supplier Code of Conduct, which is the foundation for the business relationship.

The requirements are based on national laws and internationally agreed standards such as the United Nations Universal Declaration of Human Rights, the International Covenant on Civil and Political Rights, the International Covenant on Economic, Social and Cultural Rights, the United Nations Guiding Principles on Business and Human Rights, and the Fundamental Principles of the International Labour Organization (ILO).

2 Requirements for the Supplier

2.1 Social standards

The personal dignity, privacy, and personal rights of each individual are respected at all times.

Child labour

All forms of child labour are prohibited. The Supplier adheres to the recommendations from the ILO Minimum Age Convention for the employment of children. Accordingly, the age should not be less than the age at which compulsory education is completed according to the law of the place of employment, and shall in no case be less than 15 years. Young employees under the age of 18 shall not be employed in work that is harmful to the health, safety, or morals of children.

Forced labour

Forced labour, slave labour, or compulsory labour of any kind are prohibited. All work must be executed voluntarily and without threat of punishment. Employees must be able, in line with applicable laws and binding industry standards, to leave work or employment at any time. Under no circumstance should employees or any other person experience physical or psychological hardship, degrading treatment or freedom of association be impaired. These requirements must equally be ensured if security personnel is contracted.

Fair pay and working hours

The remuneration for regular working hours and overtime must correspond to the national statutory minimum wage or the minimum standards customary in the industry, whichever is higher. Employees must be granted all legally prescribed social benefits. Deductions from wage as punitive measures are not permitted. Applicable laws and binding industry standards on working hours, days, breaks and vacation entitlement are observed.

Unequal treatment, discrimination and harassment

Unequal treatment of employees in any form is unacceptable unless it is justified by the requirements of the employment. The Supplier shall not discriminate against employees based on personal attributes such as (but not limited to) national, ethnic, or social origin, gender, skin colour, disability, health status, political opinion, belief, religion, age, pregnancy, or sexual orientation throughout the entire employment cycle (from the recruitment phase to termination) and shall neither tolerate any form of discrimination or harassment. The same remuneration must be paid for work of equal value.

Occupational health and safety

The Supplier is responsible for a safe, healthy and hygienic working environment and shall, as a minimum, comply with all applicable occupational health and safety laws and obligations. By establishing and applying occupational safety systems, appropriate to the suppliers' operations, necessary preventive measures against accidents and health hazards are taken, e.g. by implementing protective measures to avoid exposure to chemical, physical, or biological substances, by adequately maintaining work equipment and by respecting rest hours. Employees are appropriately informed and trained about applicable health and safety standards and measures. Employees are provided access to the supply of clean drinking water and sanitary facilities. If employees are housed in accommodation provided by the Supplier, access to this accommodation must not be restricted for them.

Freedom of association

The Supplier shall respect the rights of employees to collective bargaining and freedom of association. Employees shall be free to exercise their rights to found, and to join, unions and organisations of their choice, to collectively bargain, and to strike without retaliation, discrimination, or hindrance. We encourage the Supplier to allow alternate forms of employee representation, should the right to freedom of association and collective bargaining be restricted by law.

Preservation of the natural basis of life

Illegal evictions as well as the unlawful deprivation of land, forests, and waters from persons or communities, the use of which represents the livelihood of people, shall neither be carried out nor tolerated by the Supplier. The Supplier shall refrain from causing environmental damage, especially harmful soil changes, water and air pollution, noise emissions, excessive water consumption and unlawful deforestation, if this harms people's health, significantly impairs the natural basis for the production of food, or prevents people's access to safe drinking water or sanitary facilities.

2.2 Environmental standards

Emissions and climate change mitigation

The Supplier should make all necessary efforts to identify, verify, and minimise the emissions (especially, air, noise, and greenhouse gases) caused by its activities. We encourage our Suppliers to work collaboratively to minimise the impact on the environment along the supply chain. This includes supporting PHOENIX in assessments, e.g. of CO₂ emissions, with prior notice and based on further guidance. Energy consumption should be monitored and documented. Economic solutions should be found to improve energy efficiency, minimise energy consumption, and promote the transition to renewable energies.

Reducing consumption of raw materials and natural resources

The use and consumption of resources during business operations, particularly of water and non-renewable resources, should be reduced and avoided where possible. Regarding waste and the use of materials, the Supplier should implement the following principle in hierarchical order: avoid, reduce, reuse, recycle.

Waste and hazardous substances

The Supplier follows a systematic approach to identify, handle, reduce, and recycle or dispose of, waste responsibly and in accordance with the law. The prohibitions on the export of hazardous wastes by the Basel Convention of 22 March 1989 (as amended) shall be respected. Chemicals or other materials that pose a hazard when released into the environment shall be

identified and handled in a manner that ensures safety during their handling, transport, storage, use, recycling or reuse, and disposal. Mercury shall be used in accordance with the prohibitions of the Minamata Convention of 10 October 2013 and persistent organic pollutants in accordance with the Stockholm Convention of 23 May 2001 (as amended). Generally, the Supplier should avoid or minimise the use of hazardous substances where possible.

Treatment and discharge of industrial wastewater

Wastewater from business operations, manufacturing processes, and sanitary facilities should be categorized, monitored, inspected, and treated as necessary before discharge or disposal. In addition, measures should be introduced to reduce the generation of wastewater.

2.3 Ethical business conduct

Laws and regulations

The PHOENIX group is committed to fair and trustful cooperation in the supply chain. Business shall be conducted with integrity. Intellectual property rights of the PHOENIX group and the Supplier are to be respected.

All financial transactions shall be carried out in accordance with applicable laws and regulations and Suppliers shall under no circumstances be complicit in any illegal activities.

Corruption and bribery

The Supplier must not bribe nor accept any bribes or use third parties to commit acts of bribery.

The Supplier shall neither offer, promise or grant any improper advantage in order to obtain or maintain a contract or any other preferential treatment from a third party, nor demand or accept such offers. In particular, the Supplier must not offer third parties, including PHOENIX group employees, inappropriate services, gifts, loans, cash, cheques, invitations, or other advantages in order to unduly influence the behaviour.

Conflicts of interest

Business decisions must be made objectively. The Supplier is expected to maintain impartial relationships with customers, suppliers, and other third parties, and to ensure that any conflict of interest is handled in an appropriate manner and in compliance with applicable laws and regulations. The Supplier shall inform the respective PHOENIX group company of any conflict of interest that arises in relation to such group company or that involves such group company and/or any of its employees.

Antitrust and competition law

The Supplier must comply with the applicable antitrust and competition law. Free competition and open markets are respected and appropriate preventive measures are taken to avoid adverse effects.

Sanctions and embargoes

Suppliers shall ensure that they do not act in a way that violates applicable sanctions and export control legislation.

3 Implementation of the requirements

The PHOENIX group reserves the right to verify the Supplier's compliance with the outlined requirements, for example by means of a self-assessment questionnaire, a written request, or by means of audits at the Supplier's production or service provision sites. The Supplier agrees that we may conduct such audits at our expense for a specific reason, based on our continuous risk assessment or reports that have reached us, during regular business hours, with reasonable prior notice, by third parties commissioned by PHOENIX. The Supplier may object to individual audit measures if they would violate mandatory data protection regulations.

The Supplier is required to present this Code of Conduct to its suppliers who provide services necessary for the business relationship with the respective PHOENIX group company, and to make efforts to seek contractual assurance that they will comply with the listed standards and regulations.

We expect our Suppliers to identify risks related to the outlined requirements in their supply chains and to take appropriate measures to reduce those risks according to their available resources. In the event of suspected violations in the supply chain, the Supplier will inform the relevant PHOENIX group company.

The Supplier is required to appropriately communicate to its employees the information received from PHOENIX regarding accessibility, responsibilities, and the implementation of the complaints procedure. The complaints procedure must be accessible to employees while maintaining the confidentiality of their identity and providing effective protection against retaliation.

If a violation of the requirements of this Code of Conduct is identified by PHOENIX, we will promptly notify the Supplier in writing and set a reasonable deadline for such Supplier to align its conduct with these requirements. If a remedy is not possible within a foreseeable time, the Supplier must notify us immediately and work with us to develop and implement a plan with a timeline to end or minimise the violation. We reserve the right to temporarily suspend the business relationship during this period. If the grace period expires without result or if the

implementation of the measures contained in the plan does not provide a remedy after the timeline has elapsed and if no less severe means are available, we may terminate the business relationship and cancel all contracts. Any other right remains unaffected, such as a statutory right to extraordinary termination without setting a grace period, particularly in cases of intentional and very serious violations, or the right to claim damages.

4 Complaints procedure and case reporting

Employees, Suppliers, or any third parties are encouraged to report human rights and environmental risks, suspected breaches of the Supplier Code of Conduct, or specific incidents, to support PHOENIX in minimizing risks and ending violations. In our Rules of Procedure (accessible on our Compliance website: <https://www.phoenixgroup.eu/en/about-phoenix/compliance>) we inform about various reporting channels and the complaints procedure. Among other, reports can be sent via our externally hosted web-based case reporting system (<https://phoenixgroup.integrityline.io/>), anonymously and in various languages, if desired.