

## 1. INTRODUCTION

Medip d.o.o., Leskoškova cesta 9E, 1000 Ljubljana, is committed to maintaining the highest ethical standards and complying with all applicable laws and regulations in the conduct of its business in all parts of the world, whether such business is carried out through direct sales operations or Distributors/Subdistributors.

Medip d.o.o. Distributors must observe and adhere to this Code of Conduct. Failure to comply may result in termination of the commercial relationship with Medip d.o.o.

## 2. APPLICABILITY

This Code of Conduct applies to any person or legal entity who is, or is proposed to be, engaged by Medip d.o.o. in the sale, marketing, promotion, solicitation or distribution of Medip d.o.o. products, including but not limited to dealers, agents, resellers, distributors, business partners, consultants, contractors, marketing support, spot dealers, brokers or advisors who buy and resell our products or earn a commission on the sale of our products.

## 3. ANTI-BRIBERY

Medip d.o.o. must comply with all applicable laws and regulations including, without limitation, anti-corruption laws. This means that no employee, officer, director or distributor of Medip d.o.o. shall offer, pay, or authorize payment or the giving of anything of value to any customer, Healthcare Provider, government official, or any other third party, for the purpose of obtaining any improper business advantage. For the purpose of this document, "improper" means unlawful, or with a corrupt purpose. "Anything of value" includes, but is not limited to:

- Cash
- Discounts
- gifts
- Contracts
- Tickets, entertainment
- Rebates
- Travel & Lodging
- Sponsorships
- Loans
- Employment promise
- Grants, donations, support for research
- Use of materials, equipment, software, or facilities

**"Healthcare Provider"** shall mean an individual physician or other medical professional, a healthcare institution, or an administrator or any other person affiliated with a healthcare institution who may have influence on the decision to purchase, prescribe or use a Medip d.o.o. product.

## 4. BOOKS AND RECORDS

Medip d.o.o. must accurately record and maintain all transactions and expenses incurred on behalf of Medip d.o.o. in the Medip d.o.o. books, records and accounts in a timely manner and in reasonable detail in accordance with generally accepted accounting principles. False, misleading, incomplete, duplicated, inaccurate or artificial entries in the Medip d.o.o. books and records are strictly prohibited. Medip d.o.o. shall keep complete and accurate records of general marketing activities relating to the sale of Medip d.o.o. products or services.



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## 5. CONFLICTS OF INTEREST

Medip d.o.o. must identify, prevent, and disclose to “**Commercial Partner**” immediately situations where there is an actual conflict of interest, or even the appearance of a conflict of interest. These situations include, but are not limited to, employment of government officials by Medip d.o.o. having a government official as a shareholder, employment of or familial relationships with “**Commercial Partner**” employees, physician owned, or any other situation where it may appear that Medip d.o.o. decisions can be influenced by personal interests or relationships.

## 6. TRAINING AND EDUCATION OF HEALTHCARE PROVIDERS

Medip d.o.o. may organize events with **Healthcare Providers** to provide instruction, education and training or to explain the safe and effective use of Medip d.o.o. products. Such events are to be conducted in appropriate settings. Training and education must constitute a substantial majority of the program each day. “**Insert the Name of Your Company**” may reimburse **Healthcare Providers** for reasonable travel, meal and accommodation expenses, subject to applicable law and local standards.

Payments to **Healthcare Providers** to conduct training and education events and reimbursement of travel expenses must be in writing in accordance with Section 8. Medip d.o.o. may not pay an honorarium fee to a **Healthcare Provider** for simply attending an education event.

## 7. THIRD PARTY CONFERENCES

Medip d.o.o. may not sponsor the attendance of a specific individual to any third-party **Healthcare Provider** training, conferences, and similar education events relating to the products supplied by “**Commercial Partner**”. Medip d.o.o. may not directly support **Healthcare Providers** to attend third-party conferences or other similar events on Medip d.o.o. behalf unless the **Healthcare Provider** is speaking on behalf of Medip d.o.o. unless the event includes the education on the products represented by Medip d.o.o.

## 8. USE OF EVENT PLANNERS

If Medip d.o.o. uses the services of a travel agent or event planner (“**Event Planner**”) to arrange training and education events, Medip d.o.o. must require the Event Planner to follow the principles established in this Code of Conduct, in particular Sections 3, 4, 6, 7, 10 and 11.

## 9. SERVICE AGREEMENTS

Medip d.o.o. may compensate individuals, including **Healthcare Providers**, for bona fide consulting services, where the services have value to Medip d.o.o., and the fees are reasonable and reflect the fair market value of the services actually provided. All such arrangements must be in writing. Medip d.o.o. must maintain records of services and payments, including the description of work, dates of the services provided, the hours worked (if hourly) and proof of performance, such as a detailed invoice.

## 10. GIFTS

Medip d.o.o. are generally prohibited from giving gifts to **Healthcare Providers**, except in the very limited circumstances below. Medip d.o.o. may occasionally provide items that have a genuine educational function or benefit patients, such as textbooks or anatomical models, if they are modest in value and in accordance with the national and local laws, regulations and industry and professional codes of conduct of the country where the **Healthcare Provider** is located. Medip d.o.o. may provide small tokens/gifts where appropriate under a strong local custom and not prohibited by local law or applicable industry codes, for specific occasions. Any such tokens/gifts must be the most modest token/gift suitable for the occasion, to ensure it is not, and will not be perceived by others to be, a potential means of corrupt influence. No gifts



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of cash or cash equivalents may be made on “**Commercial Partner’s**” behalf. It is never appropriate to give items such as cash or cash equivalents, or valuable personal items (e.g. clothing, perfume, expensive alcohol, iPods, iPads, iPhones, tickets, etc.).

The description, amount and purpose of any such items given to **Healthcare Professionals** must be documented.

### 11. ENTERTAINMENT

It is not appropriate to pay for entertainment of **Healthcare Providers**. Vacation trips, wine tasting, night clubs, and any kind of expensive or lavish entertainment are not allowed. However, modest business courtesies are allowed where permitted by local rules and industry codes.

a) Business Courtesy. Where allowed by local law and industry codes, MediP d.o.o. may provide a modest and occasional meal to **Healthcare Providers** as business courtesy in the context of a business meeting so long as the primary purpose is a legitimate business reason, not a purely social interaction; the meal is incidental to the business interaction; it is provided in a setting that is conducive to bona fide scientific, educational, or business discussions; and the MediP d.o.o. representative personally attends the meeting.

b) Modest Lodging. MediP d.o.o. pay for **Healthcare Provider** lodging for a training event or other appropriate business occasion where the lodging is modest, appropriate and reasonable based upon program requirements, convenience of attendees, and reasonable cost. MediP d.o.o. will not pay any additional costs associated with any trip or hotel extensions requested by a Healthcare Provider beyond the needs of the event.

c) No Subsidy of Spouses, Partners or Guests. MediP d.o.o. may not provide meals, other hospitality, travel, lodging or other expenses for guests of Healthcare Providers or for any other person who does not have a bona fide professional interest in the information being shared at the meeting.

“Modest” means moderate value. “Occasional” means infrequent.

### 12. EDUCATIONAL AND SCIENTIFIC DONATIONS

Grants and charitable donations are permitted only if the grant or donation is intended for a charitable or other philanthropic purpose, or to support bona fide educational or research programs. Such grants or donations must not take into account the volume or value of purchases made by, or anticipated from, the grant recipients. MediP d.o.o. shall keep detailed records of such grants or donations.

### 13. DISCOUNTS

Discounts should be market driven, based on arms-length transactions and generally be structured as upfront price reductions or paid as rebates on a product-specific basis. Discounts must be defined at or before the time of sale in a written contract between the parties and must not result in personal benefit to any **Healthcare Provider** or government official.

### 14. SAMPLES AND FREE PRODUCTS

MediP d.o.o. may provide a limited number of sample or free products to customers for evaluation purposes or as part of an appropriate discount or promotion program, in accordance with local laws and industry codes. The provision of such products should be appropriately documented in writing to the customer



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institution. MediP d.o.o. shall keep detailed records of its samples and free products provided to customers. Provision of samples or free products should not result in personal benefit to any **Healthcare Provider** or government official.

### 15. TENDERS

Tenders require a fair and equal bidding process. MediP d.o.o. must not collaborate with a tendering authority in the creation or interpretation of tender materials or documentation in a way which could compromise fairness of the process. MediP d.o.o. must not give gifts, donations, or anything of value to tendering authorities or related individuals with the intent to influence the tender materials, documentation, or decision. MediP d.o.o. must not procure or facilitate preferred knowledge of any terms of the tender which may lead to an unlawful competitive advantage.

### 16. FAIR COMPETITION

Competition laws are designed to ensure that competition remains vigorous and free from collusion. Even the perception of unlawful conduct should be avoided, including discussing prices, costs, production, products and services, bidding practices, other nonpublic business matters, sales territories, MediP d.o.o. channels or customers with a competitor; and restricting the right of a re-seller to sell or lease a product or service at or below a certain price.