

# Supplier Code of Conduct



**A Veteran-Owned Pharmaceutical Wholesale Distribution Organization with the Highest Quality Standards, Integrity, and Urgency!**





The business of A2A Alliance Pharmaceuticals, LLC and its operating affiliates, and divisions (together, "A2A Alliance Pharmaceuticals") has been built upon the values of honesty, integrity, accountability, and quality relationships with our associates, customers, suppliers, shareholders, and communities. To meet this standard, A2A Alliance Pharmaceuticals requires each of its suppliers, and each of their subcontractors and supply chain providers that ultimately supply goods and services to A2A Alliance Pharmaceuticals (together, "you" or "your") to comply with this Supplier Code of Conduct (this "Code").

You will provide appropriate training measures so that your managers and employees understand this Code.

**1. Legal Requirements** - You must follow all national, state or regional, and local laws and regulations in the countries in which you operate including:

**(a) Trade** - Follow all trade controls, as well as all export, re-export, and import laws and regulations.

**(b) Antitrust** - Conduct business in compliance with antitrust and fair competition laws that apply to your businesses.

**(c) Boycotts** - Not participate in international boycotts that are not sanctioned by the United States government or applicable laws.

**(d) Anti-Corruption** - Not participate in bribes or kickbacks of any kind, whether when dealing with public officials or individuals in the private sector. A2A Alliance Pharmaceuticals is committed to adhering to all anti-corruption and anti-money laundering laws of the countries where A2A Alliance Pharmaceuticals operates. You must follow all anti-corruption and anti-money laundering laws, as well as laws governing lobbying, gifts, and payments to public officials, political campaign contribution laws, and other related regulations. You must not, directly or indirectly, offer or pay anything of value (including travel, gifts, hospitality expenses, and charitable donations) to any official or employee of any government, government agency, political party, public international organization, or any candidate for political office to (a) improperly influence any official, employee, or candidate to promote the business interests of A2A Alliance Pharmaceuticals in any way, or (b) otherwise improperly promote A2A Alliance Pharmaceutical's business interests. You must comply in all respects with A2A Alliance Pharmaceutical's Anti-Corruption Policy.





**2. Confidentiality** – You will keep all of your supply agreements and arrangements with A2A Alliance Pharmaceuticals confidential, including pricing, marketing allowances, and all A2A Alliance Pharmaceuticals Brand product specifications. You will also keep all A2A Alliance Pharmaceuticals customer information confidential. Don't release any confidential information to third parties without getting A2A Alliance Pharmaceutical's written consent beforehand.

### 3. Ethics Requirements

**(a) Limitations on Gifts and Gratuities** – You will neither accept nor give payments or gifts to A2A Alliance Pharmaceuticals directors, officers, or employees or to third parties in exchange for business opportunities, as described in A2A Alliance Pharmaceutical's Code of Conduct.

**(b) No Retaliation** – You will have a no retaliation policy that allows your employees to speak with any A2A Alliance Pharmaceuticals employee without fear of retaliation by your management.

**(c) Conflict of Interest** – You will let A2A Alliance Pharmaceuticals know of any actual and potential conflicts of interest that come up from business or personal relationships with A2A Alliance Pharmaceutical's customers, suppliers, business associates, employees, or competitors.

### 4. Labor Requirements

**(a) Human rights** – You will not violate basic human rights. More information can be found in the United Nations Declaration of Human Rights, the Conventions and Recommendations of the International Labor Organization ("ILO"), and the ILO Declaration on Fundamental Principles and Rights at Work.

**(b) Child Labor** – All of your employees will be of legal age established by local law. If the local law does not set a minimum age, your employees must be at least fourteen (14) years old. You must maintain official and verifiable documentation of each of your employee's date of birth, or if documentation is not available, have a legally recognizable means of confirming your employees' age. An exception to this is legitimate workplace apprenticeship programs, which comply with all laws and regulations. Except where local law allows, workers under the age of eighteen (18) should not perform hazardous work and may be restricted from night work with consideration given to educational requirements.





**(c) Freedom of Association** – You will give your employees the right to freely associate and organize and to legally bargain collectively.

**(d) Forced Labor or Physical Coercion** – Physical Coercion. A2A Alliance Pharmaceutical will not tolerate any practice of forced, bonded, indentured, or slave labor or the use of physical or mental coercion or corporal punishment.

**(e) Foreign or Migrant Workers** – If foreign or migrant workers are working for you, you must follow the labor and immigration laws of the host country. Before hiring, the basic terms of the employment must be provided to the workers in a language they understand. Workers will be able to keep their own passports and other forms of personal identification, which are never to be withheld by you or any third party.

**(f) Wages and Benefits** – You will comply with all legal employment and labor requirements, including those relating to minimum wage and overtime. In countries that set a maximum workweek, you will comply with those requirements.

**(g) Recruitment Fees** – You shall not require workers to pay recruitment and/or hiring-related fees to employers, agents, or labor brokers outside legally allowed fees. All fees charged to workers must be disclosed in advance and documented in a language that the workers understand.

**(h) Discrimination** – You must not discriminate on the basis of race, gender, religion, ethnicity, sexual orientation, nationality, or political beliefs.

## 5. Health, Safety, and Environmental

**(a) Health and Safety** – A2A Alliance Pharmaceuticals requires that all facilities that are used to produce goods for A2A Alliance Pharmaceuticals have a safe and healthy work environment for all the employees. When housing is provided, it should also be clean and safe.

**(b) Environment** – A2A Alliance Pharmaceuticals has a commitment to the communities where it operates and a responsibility for the environments that we impact. A2A Alliance Pharmaceuticals seeks to work with suppliers that share this commitment.







**6. Monitoring and Enforcement** – A2A Alliance Pharmaceuticals commits to independent third-party monitoring of suppliers. To do business with A2A Alliance Pharmaceuticals, you must allow A2A Alliance Pharmaceuticals (and its representatives and agents) unrestricted access to each of your facilities and to all relevant records at any time, without advance notice, in order to monitor compliance with this Code. A2A Alliance Pharmaceuticals and/or its representatives or agents will comply with your reasonable safety rules while visiting your facilities.

**7. Violation of this Code** – If you violate this Code, A2A Alliance Pharmaceuticals may either terminate its business relationship with you or may require the affected facility to implement a corrective action plan. A2A Alliance Pharmaceuticals will continue to develop its monitoring systems to assess and ensure compliance with this Code

**8. Regulatory & Quality** – A2A Alliance Pharmaceuticals requires each of your facilities, business entities, and third-party affiliates, divisions, or subsidiaries to maintain compliance with all FDA Regulations and Guidances that pertain to your area of business. A2A Alliance Pharmaceuticals also requires its suppliers to maintain strict compliance with each State Pharmacy Board Laws and Regulations.

Thank you for being a valued A2A Alliance Pharmaceutical supplier and for your commitment to upholding the values of this **Supplier Code of Conduct**.

## Reporting Concerns

Any questionable or possible violation of this Code or other legal requirements may be reported to an A2A Alliance Pharmaceuticals representative or through either of the following methods:

**Email:** [Ethics@A2A-AllianceRx.com](mailto:Ethics@A2A-AllianceRx.com)

**Phone:** A2A Alliance Pharmaceutical's Ethics Line **(844) 900-6001**

*A2A Alliance Pharmaceuticals will maintain confidentiality to the extent possible and will not tolerate any retaliation taken against any individual who has, in good faith, sought out advice or reported questionable behavior or a possible violation of this Code.*

