

## Business Ethics Commitments for All Suppliers

All consultants, vendors, agencies, organizations or any other Suppliers (each a “Supplier”) doing business with Roche Canada are expected to comply with the following business ethics commitments:

1. **Compliance with Anti-Corruption Laws.** Suppliers will comply with all applicable local, national, and international laws, regulations, and industry codes dealing with government procurement, conflicts of interest, corruption or bribery, including the U.S. *Foreign Corrupt Practices Act* of 1977 (“FCPA”), as amended, the Canadian *Corruption of Foreign Public Officials Act* (“CFPOA”) and any laws enacted to implement the Organisation of Economic Cooperation and Development (“OECD”) Convention on Combating Bribery of Foreign Officials in International Business Transactions.
2. **No Inducement of Public Officials.** Neither Supplier nor any individual or entity acting on their behalf will directly or indirectly, offer or pay, or authorize an offer or payment of, any money or anything of value to any Public Official (defined below) or public entity, with the knowledge or intent that the payment, promise or gift, in whole or in part, will be made in order to influence an official act or decision that will assist Supplier or Roche in securing an improper advantage or in obtaining or retaining business or in directing business to any person or entity.

A “Public Official” is any officer or employee of a government, a public international organization or any department or agency thereof, or any person acting in an official capacity, including, for a public agency or enterprise; and any political party or party official, or any candidate for public office.

3. **Fair Market Value.** The fees for services and goods provided to Roche will be calculated at the fair market value for such services, and no payments will be made to or by Supplier for the purpose of inducing anyone to purchase, recommend or prescribe any or Roche’s drugs, devices, services or other products.
4. **Fair Competition.** Suppliers will conduct business in a manner consistent with fair and vigorous competition and in compliance with all applicable antitrust/competition laws, including (in Canada) the Canadian *Competition Act*. Suppliers will employ fair business practices, including accurate and truthful advertising.
5. **Health Authority Sanctions.** In providing services to Roche, Supplier must not have been, and must not use personnel that have been, debarred, suspended, or otherwise sanctioned by any health authority or health professions regulatory body.
6. **Conflicts of Interest.** Suppliers must avoid all direct or indirect conflicts of interest (either actual or potential) among the Supplier, other clients of Supplier, and those of Roche. If Supplier becomes aware of any reasonable possibility of any direct or indirect conflicts, then the Supplier will promptly disclose to Roche the facts and circumstances pertaining to same, and will work to resolve the conflict to Roche’s satisfaction.
7. **IMC Code.** Supplier understands and acknowledges that Roche is a long-standing member of Innovative Medicines Canada (“IMC”). IMC have established a Code of Ethical Practices to be followed by all member companies (“IMC Code”). Supplier commits to becoming familiar with and performing any services for Roche in accordance with the principles of the IMC Code.
8. **Roche Supplier Code of Conduct:** Roche, as a member of the Roche Group of companies, is committed to the Roche Supplier Code of Conduct (“Code”). Supplier acknowledges that it is a prerequisite for doing

business with Roche that it comply with the Code which can be found under the link [http://www.roche.com/roche\\_supplier\\_code\\_of\\_conduct.pdf](http://www.roche.com/roche_supplier_code_of_conduct.pdf). Supplier commits to the sustainability principles outlined in the Code and will use diligent efforts to comply with these principles in its business activities with Roche. Roche reserves the right to audit Supplier upon reasonable notice and at Roche's expense with regard to compliance with the Code, such audit to be conducted in such a way as to minimize the impact on Supplier's operations. Upon Roche's written request, Supplier agrees to provide certification of compliance. For reference on implementation of sustainability principles please see the Implementation Guidance document of the Pharmaceutical Supply Chain Initiative (PSCI) under the link <http://www.pharmaceuticalsupplychain.org/documents/index.php>.

9. **Business Ethics Training.** From-time-to-time Roche may deploy business ethics and compliance training. Suppliers will complete such training as reasonably required by Roche.
10. **Expenses.** Any reimbursable expenses incurred on behalf of Roche must be clearly documented and presented to Roche along with any receipts and supporting records. Roche will not reimburse any expenses without appropriate documentation. Roche may from time-to-time issue guidance or policies relating to reimbursable expenses (for example, a policy relating to reimbursable travel expenses), and Suppliers will be expected to comply with such policies as they are adopted from time-to-time.
11. **Subcontractors and Agents.** Supplier will require subcontractors, representatives, and agents retained by Supplier to comply with the requirements set forth in these Business Ethics Commitments.
12. **Cooperation in Investigation.** Supplier agrees to cooperate in good faith to investigate the extent of any potential violations of these Business Ethics Commitments.
13. **Notice of Inspections.** Suppliers will provide Roche with immediate notice of any governmental or regulatory review, audit, or inspection of its facility, processes, or products that might relate to violations these Business Ethics Commitments or otherwise impact Roche. Suppliers will provide Roche with the results of any such review, audit, or inspection. Roche will be given the opportunity to provide assistance to Supplier in responding to any such review, audit, or inspection.
14. **Termination.** In addition to other rights or remedies available to it, Roche may terminate its business relation with Supplier if it breaches any of its commitments set forth in this document or if Roche learns that improper payments are being or have been made by Supplier or any individual or entity acting or its behalf.

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