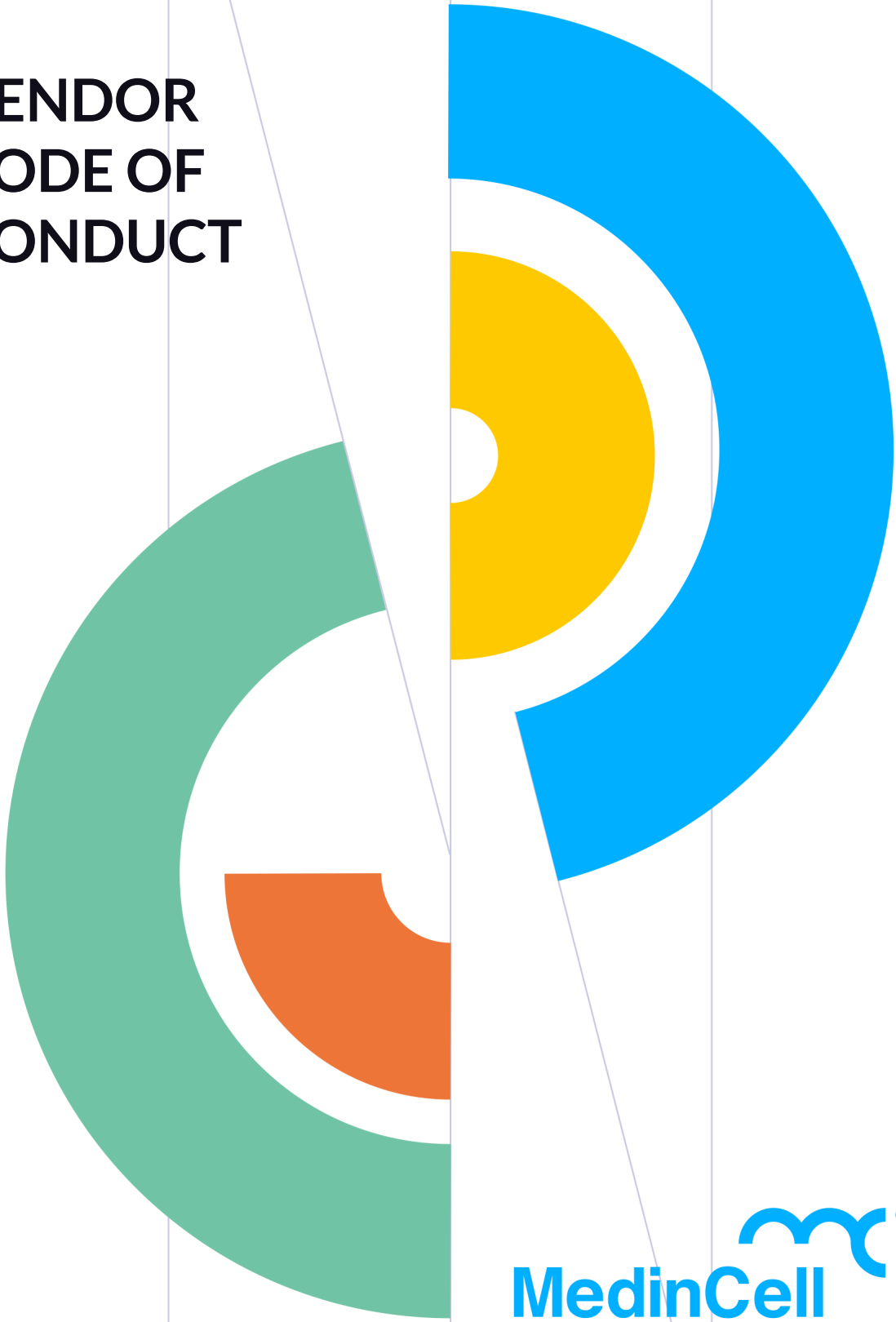
VENDOR CODE OF CONDUCT



MedinCell®

October 2026

Medincell has developed a vendor code of conduct (the "Vendor Code of Conduct") which sets forth key social, ecological, and ethical standards that the Medincell Group expects its suppliers and subcontractors to share. Medincell and its affiliates are herein referred as the "Medincell Group".

The Medincell Group is committed to responsible sourcing and compliance impacting its supply chain. Medincell further expects its subcontractors, manufacturers, distributors, suppliers, service providers and other vendors ("Vendors") to adopt sound practices in accordance with the principles set forth in this Vendor Code of Conduct and in compliance with all applicable laws and regulations.

This Vendor Code is based on the framework of the Responsible Business Alliance (RBA) Code of Conduct 7.0 that establishes standards to ensure that working conditions in the supply chain are safe, that workers are treated with respect and dignity, and that business operations are conducted ethically and environmentally responsible.

Medincell supports the ten principles of the United Nations Global Compact (UNGC) on Human Rights, Labor, Environment and Anti-Corruption.

This Vendor Code of Conduct considers well established principles of sustainability which are also incorporated in policies at Medincell, including, but not limited to, in the Medincell Code of Conduct.

The principles expressed in this Vendor Code of Conduct comprise an important component of Vendor selection and evaluation. Moreover, Medincell expects its Vendors to address these principles further down the supply chain. If a Vendor is in breach of one of the principles set forth in this Vendor Code of Conduct and cannot cure such breach, Medincell reserves the right to terminate the commercial relationship.

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1.BUSINESS ETHICS

Medincell is committed to conducting its business in an ethical, legal, and socially responsible manner. We expect our Vendors to share this commitment, comply with all applicable laws and regulations and uphold the highest standards of ethical conduct.

1.1 Business Integrity

Vendor shall uphold the highest standards of integrity in business interactions with Medincell. Monitoring procedures should be implemented to identify and prevent criminal activity in business transactions, including extortion, embezzlement, and fraud.

1.2 Accuracy of Vendor's Business Records

Business dealings should be transparently performed and accurately reflected on Vendor's business books and records in accordance with generally accepted accounting principles. Information regarding participant labor, health and safety, environmental practices, business activities, structure, financial situation, and performance is to be disclosed in accordance with applicable regulations and prevailing industry practices. Falsification of records or misrepresentation of conditions or practices in the supply chain are unacceptable.

1.3 Protection of Intellectual Property and Confidential Information

Vendors shall respect intellectual property rights of others, including those belonging to the Medincell Group and its business partners. Vendors shall protect intellectual property and confidential business information of the Medincell Group to prevent unauthorized disclosure. Vendors requiring the exchange of confidential information with the Medincell are required to execute a confidentiality agreement with Medincell in advance. Vendors shall ensure, and able to demonstrate that they have implemented appropriate safeguards to protect such confidential information.

1.4 Data Protection and Privacy

Vendors shall protect personal information of everyone they do business with and comply with applicable laws and regulations when personal information is collected, stored, processed, transmitted, or shared. Vendors shall possess all internal measures, tools and processes that are necessary and sufficient to guarantee adherence to the principles listed in this Vendor Code of Conduct.

1.5 Fair Business, Advertising and Competition

Vendors shall conduct their business in full compliance with anti-trust and fair competition laws and uphold standards of fair business, advertising, and competition.

1.6 Anti-Corruption and Anti-Bribery

Vendors shall comply with all applicable anti-corruption laws and regulations, including (when applicable) the French Sapin II Law, U.S. Foreign Corrupt Practices Act (FCPA), UK Bribery Act, and other applicable anti-corruption laws and international conventions. Bribes or other means of obtaining an undue, illegal, or improper advantage may not be offered, promised, authorized, given, or accepted to or by a government official or in the context of any Medincell transactions.

1.7 Conflict of Interest

Vendors shall not enter into a financial or any other relationship with a Medincell employee that creates or gives the appearance of a conflict of interest. Even the appearance of a conflict of interest can be damaging to Medincell and to the Vendor and must be disclosed.

1.8 Gifts and Entertainment

Vendors shall not offer a gift, benefit or anything of value that might appear to improperly influence or compromise the judgment of Medincell or a Medincell employee. Gifts or entertainment may be considered acceptable expressions of courtesy within the context of good business relations if limited in scope and value, given openly and transparently, permitted under applicable law, customary in the location in which they would be given.

1.9 Quality and Supply Chain Information

Vendors shall meet generally quality standards and contractually quality requirements and standards for any raw material supplied to Medincell. Vendors shall ensure the integrity of their supply chain and have good security practices across their supply chains, available to Medincell upon request. Vendors shall also ensure that products provided to Medincell do not contain prohibited substances. Vendors shall also ensure that all materials incorporated into Medincell's product comply with the laws regarding eradication of human trafficking and slavery of the countries in which Vendor does business. Vendors of active pharmaceutical ingredients (API) shall exercise due diligence to reasonably assure that the APIs they manufacture are compliant with the International Council for Harmonization of Technical Requirements for Pharmaceuticals for Human Use (ICH) Q7A regulation.

1.10 Clinical Trials

Vendors shall protect personal information of everyone they do business with and comply with applicable laws and regulations when personal information is collected, stored, processed, transmitted, or shared. Vendors shall possess all internal measures, tools and processes that are necessary and sufficient to guarantee adherence to the principles listed in this Vendor Code of Conduct.

1.11 Non-Retaliation

Vendor shall maintain procedures to ensure the protection of whistleblowers, in accordance with local laws and regulations, and to prohibit retaliation against workers who make a report in good faith.

2. LABOR AND HUMAN RIGHTS

Medincell is committed to upholding fair labor practices and respecting the human rights of workers. We expect our Vendors to share this commitment and to adopt sound human rights practices, to treat workers fairly and with dignity and respect and to promote the fundamental principles and rights enunciated in the ILO Declaration on Fundamental Principles and Rights at Work.

2.1 Wages and Benefits

Vendors shall comply with applicable wages laws and regulations, including those relating to minimum wages, overtime hours and legally mandated benefits. Deductions from wages should not be used as a disciplinary measure and workers should not be required to pay fees to secure employment. Vendors shall only hire workers authorized to work in accordance with applicable laws and regulations.

2.2 Working Hours

Vendors shall comply with applicable laws and regulations with respect to working hours, rest and meal breaks and days of rest and workers should be allowed at least one day off per seven-day week. Except in emergency or unusual situations, a workweek should be restricted to 50 hours, including overtime.

2.3 Non-Discrimination

Vendors shall commit to a workplace free of harassment and unlawful discrimination and should not discriminate against any worker on any unlawful basis. Equal treatment of all employees must be a fundamental principle of the Vendor's corporate policy.

2.4 Child Labor Avoidance

Vendors shall not use child labor as defined by local law or 15 years of age whichever is greatest, or older age if required for certain types of work. This does not prohibit legitimate workplace apprenticeship programs which comply with applicable laws and regulations. Workers under the age of 18 shall not perform work that is likely to jeopardize their health or safety.

2.5 Humane Treatment and Anti-Harassment

Vendors shall commit to a workplace free of harassment and abuse. Vendors shall not subject workers to harsh or inhumane treatment, including sexual harassment, sexual abuse, corporal punishment, mental coercion, physical coercion, or verbal abuse.

2.6 Freely Chosen Employment

Vendors shall not use forced, bonded, indentured, or involuntary prison labor and will not engage in slavery or trafficking of persons. This includes transporting, harboring, recruiting, transferring, or receiving persons by means of threat, force coercion, abduction or fraud. All work must be voluntary, and workers should be free to leave work or terminate their employment with reasonable notice. There shall be no unreasonable restrictions on workers' freedom of movement in the facility in addition to no unreasonable restrictions on entering or exiting company-provided facilities. Workers must not be required to surrender any government-issued identification, passports, or work permits as a condition of employment.

2.7 Freedom of Association

As permitted by applicable laws and regulations, the rights of workers to associate freely, form and join workers organizations, seek representation, and bargain collectively should be respected. Workers should be permitted to communicate openly with management regarding working conditions without fear of reprisal, intimidation, or harassment.

3. HEALTH AND SAFETY

In addition to minimizing the incidence of work-related injury and illness, a safe and healthy work environment enhances the quality of products and services. Medincell expects its Vendors to comply with applicable occupational health and safety requirements.

3.1 Occupational Health and Safety Management

Vendors shall identify, evaluate and manage potential safety and health hazards (e.g., hazardous products) through safe work procedures, preventative maintenance, protective measures and training. Vendors shall provide workers with appropriate personal protective equipment in situations where hazards cannot be adequately controlled. Safety information relating to any identified workplace risk or hazardous materials shall be made available to inform, train and protect Vendors' workers.

3.2 Emergency Preparedness

Vendors shall identify, evaluate and manage potential emergency situations and implement appropriate emergency plans and response procedures, such as emergency reporting, evacuation procedures, fire detection and suppression, training, and recovery. Such plans and procedures should focus on minimizing harm to life, the environment and property.

3.3 Occupational Injury and Illness

Vendors shall establish procedures to prevent, manage, track and mitigate occupational injury and illness, including provisions to encourage reporting, provide necessary medical treatment and investigate cases and implement corrective actions.

3.4 Industrial Hygiene

Vendors shall identify, evaluate and manage worker exposure to hazardous, chemical, biological and physical agents. Controls should be in place to prevent overexposure, including to excessive noise levels and, when necessary, workers should be provided with the appropriate personal protective equipment.

3.5 Machine Safeguarding

Vendors shall evaluate production and other machinery for safety hazards. Physical guards, interlocks and barriers, ventilation are to be provided and properly maintained where machinery presents an injury hazard to workers.

3.6 Physically Demanding Work

Vendors shall identify, evaluate and manage worker exposure to physically demanding tasks, including manual material handling, heavy lifting, prolonged standing, and highly repetitive or forceful assembly tasks.

3.7 Sanitation, Food and Housing

Vendors shall provide workers with reasonable access to clean toilet facilities and potable water. Vendors provided food preparation, storage and eating areas shall be sanitary. Dormitories or housing provided to workers by Vendors shall be clean and safe with adequate emergency egress, heat and ventilation, and reasonable personal space along with entry/exit access. Excessive fees for food or lodging shall not be charged to workers.

3.8 Health and Safety Communication

Vendors shall provide workers with appropriate workplace health and safety information and training in the language of the worker or in a language the worker can understand identified workplace hazards that workers are exposed to, including but not limited to mechanical, electrical, chemical, fire, and physical hazards.

4.
ENVIRONMENT

Medincell recognizes that environmental responsibility is integral to producing health world class products. We expect Vendors to comply with applicable environmental laws and regulations to minimize adverse effects on the community, environment and national resources.

4.1 Environmental Permits and Reporting

Vendors shall obtain, maintain and keep all environmental permits and registrations, as required by applicable law or regulation, and follow operational and reporting requirements of such permits.

4.2 Hazardous Substances

Vendors shall identify and manage substances that pose a hazard if released into the environment to ensure safe handling, movement, storage, recycling, reuse, and disposal. Vendors shall maintain records of disposal of such substances. Vendors shall comply with applicable labeling laws and regulations for recycling and disposal.

4.3 Solid Waste Emissions

Vendors shall identify and manage substances that pose a hazard if released into the environment to ensure safe handling, movement, storage, recycling, reuse, and disposal. Vendors shall maintain records of disposal of such substances. Vendors shall comply with applicable labeling laws and regulations for recycling and disposal.

4.4 Water Management

Vendors shall implement a water management program that documents, characterizes, and monitors water sources, use and discharge; seeks opportunities to conserve water; and controls channels of contamination. All wastewater is to be characterized, monitored, controlled, and treated as required prior to discharge or disposal.

4.5 Air Emissions

Vendors shall identify, manage, monitor, and responsibly control air emissions that pose an environmental risk or hazard.

4.6 Pollution Prevention and Resource Reduction

Vendors shall take steps to reduce or eliminate waste by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

4.7 Material Restrictions

Vendors shall adhere to applicable laws and regulations and Medincell requirements regarding prohibition or restriction of specific substances including labeling for recycling and disposal.

4.8 Energy Consumption and Greenhouse Gas Emissions

Energy consumption and all relevant Scopes 1 and 2, and when applicable, Scope 3 greenhouse gas emissions are to be tracked and documented, at the facility and/or corporate level. Participants are to look for cost effective methods to improve energy efficiency and to minimize their energy consumption and greenhouse gas emissions.

5 . GOVERNANCE & MANAGEMENT SYSTEMS

Vendors shall implement and maintain a management system that facilitates continual compliance improvement with the principles set forth in this Vendor Code of Conduct and with respect to all applicable laws.

Vendors' management system shall include appropriate measures, such as internal audits, risk assessments, management accountability and commitment, worker training, corrective action and recordkeeping.

Vendors shall maintain documentation necessary to demonstrate compliance with the Vendor Code of Conduct.

Vendors shall implement appropriate business continuity plans for operations supporting Medincell's business.

6. INSPECTION & AUDIT

Medincell reserves the right to confirm compliance with this Vendor Code of Conduct and to conduct compliance audits at our Vendors and their own Vendors and subcontractors. Our Vendors must provide all necessary information and facilitate access by representatives of Medincell seeking to verify compliance with the requirements in this Vendor Code of Conduct.

Vendors must commit to improving or correcting any deficiencies identified. Medincell may also support its Vendors in implementing and applying best practices in order to resolve minor non-conformity issues.

Vendors are required to keep proper records to demonstrate compliance with this Vendor Code of Conduct. They must provide Medincell's representatives with access to complete, original and accurate records.

7. IMPLEMENTATI

The Vendor Code of Conduct forms an integral part of the documentation distributed by the Medincell Group during its tenders. It also forms part of the contractual provisions signed and/or applicable between the Medincell Group and its Vendors.

8. RAISING QUESTIONS OR CONCERNS

Employees of Vendors shall directly contact their own compliance officer for all ethics concerns they may have. In the event, any concern may also impact Medincell, the Vendors shall immediately inform Medincell's Compliance Officer by email at compliance@Medincell.com.

This Vendor Code of Conduct does not confer, nor shall it be deemed to confer, any right on the part of third parties, including any third-party beneficiary rights.

This Vendor Code of Conduct will be reviewed periodically ad will be amended as necessary. Changes to this Vendor Code of Conduct will be notified to Vendors and all Vendors will be required to comply with new requirements as soon as practicable.

This Vendor Code of Conduct was issued on February 1st, 2023 and will be revised as needed.



October 2026