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eResearchTechnology, Inc.

**VENDOR CODE OF CONDUCT**

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## **INTRODUCTION**

eResearchTechnology, Inc. (“ERT”) requires its vendors (“Vendor” or “Vendors”) to comply with the standards defined in this Code of Conduct. Furthermore, ERT’s Vendors are expected to adopt standards that cover the same principles and content included in this Code of Conduct with their own suppliers. ERT is committed to being a leader in corporate responsibility. This commitment is embodied in this Code of Conduct. Vendor is expected to perform beyond legal compliance and actively minimize the environmental impact of their activities and products over their lifecycle. ERT believes that society and business are best served by responsible business behaviors and practices. Fundamental to this belief is that business should not only operate in compliance with applicable laws, rules and regulations, but that our behaviors address underlying societal concerns. ERT is aware that differences in local operating environments and laws create challenges in applying the standards as defined in this Code of Conduct globally. This Code of Conduct does not replace local law or labor agreements. ERT expects Vendors to operate in compliance with applicable laws, rules, regulations and collective bargaining agreements, in addition to the standards contained herein. Where compliance with the Code of Conduct would violate local law or collective bargaining agreements, Vendor is expected to comply with local requirements while seeking to uphold the principle underpinning of this Code of Conduct.

### **1.1 Anti-bribery**

The Vendor has zero tolerance for all kinds of corruption and guarantees that applicable anti-bribery laws are strictly followed. The Vendor refuses to accept or retain business through bribery. The Vendor does not directly nor indirectly offer, promise, grant, or authorize the giving of money or anything of value to someone in order to unduly influence the recipient in the performance of professional duties or in order to obtain or retain an improper business advantage. The Vendor neither asks for, nor accepts, improper benefits from others for performance of its duties to ERT. Vendor shall not bribe any public official or private person and shall not accept any bribes. No intermediaries, such as agents, advisers, distributors or any other business partners, shall be used to commit acts of bribery. Vendor shall comply with applicable laws and regulations and industry standards related to anti-corruption.

### **1.2 Conflicts of interest**

The Vendor will inform ERT of any situations in which personal interests, or the interests of family members, may affect the Vendor’s ability to make business decisions that are in the best interests of the ERT.

### **1.3 Fair Competition**

The Vendor follows applicable competition law. Employees of the Vendor do not engage in discussions with competitors regarding market allocation, information exchange, production and sales quotas, or bid rigging. Vendor shall conduct their business consistent with fair competition. They shall employ fair business practices, including accurate and truthful advertising. Vendor shall comply with all fair competition and antitrust laws and regulations.

### **1.4 Trade compliance**

The Vendor complies with relevant export controls and sanctions laws, including United Nations sanctions and applicable sanctions under the laws of the European Union and the United States. Employees of the Vendor never attempt to circumvent applicable trade sanctions. Vendor shall identify and comply with applicable trade sanctions and export control laws, including but not limited to US, EU and Swiss trade sanctions laws. ERT does not engage with persons or companies that have been placed by governments on sanctioned party lists.

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## **1.5 Confidential information and privacy**

The Vendor guarantees that information received from ERT is handled in a secure and confidential manner according to applicable confidentiality undertakings and laws on market abuse. The Vendor complies with applicable laws on the processing of personal data and shall inform ERT in the event of a personal data breach concerning personal data shared by ERT. Vendor shall establish and maintain adequate personal data and information security protection for the information that they, and any third parties acting on their behalf, process. Vendor shall operate in a manner that is consistent with applicable data protection/privacy laws and aligned with industry standards for the protection and security of all information, including Personal Information.

## **1.6 Human Rights**

ERT is committed to conducting its business in a manner that respects the rights and dignity of all people. ERT strives to prevent, mitigate and remedy adverse human rights impacts throughout our workplace, business operations and in the communities in which we work. ERT is committed to working with third parties who operate in a manner that is consistent with our values and ethical principles, including respect for human rights. The Vendor respects internationally recognised human rights. The Vendor will avoid causing or contributing to adverse human rights impacts through its own activities, and address such impacts when they occur. The Vendor will seek to prevent or mitigate adverse human rights impacts that are directly linked to its operations, products or services by their business relationships, even if they have not contributed to those impacts.

## **1.7 Labor standards**

### **1.7.1 Equal opportunity and anti-discrimination**

The Vendor guarantees that all employees are treated with dignity and respect. Discrimination or harassment based on race, ethnicity, gender, physical disability, sexual orientation, religion, or any other characteristic protected by applicable law is not tolerated by the Vendor. The Vendor guarantees that all employees with the same qualifications, training, and skill set receives equal pay for equal work.

### **1.7.2 Working conditions**

The Vendor guarantees that a healthy and safe work environment is provided for its employees. Abuse (whether physical or verbal) and unlawful harassment are strictly prohibited.

### **1.7.3 Forced labour, child labour and young workers**

The Vendor does not, directly or indirectly, make use of any work or service which is extracted from any person under the threat of a penalty and for which the person has not offered himself or herself voluntarily. The Vendor does not employ persons who are below the minimum age for employment, i.e. the age of completion of compulsory schooling or 15 years old, whichever is higher. The Vendor recognises and honors the rights of young workers between the ages 15-18 to be protected from economic exploitation and from performing any work that is likely to be hazardous or harmful to the child's physical and mental health and personal development.

### **1.7.4 Political involvement and labour unions**

The Vendor guarantees that its employees are free to express their political views and engage in political activities outside of working hours without retribution or discrimination in the workplace.

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Employees of the Vendor are free to join labour associations of their own choosing and to be part of, or included in, collective bargaining.

### **1.8 Environmental sustainability and impact**

The Vendor complies with all applicable environmental laws and regulations and standards, recognizing that environmental sustainability is an important factor in long term business success. The Vendor guarantees that it systematically works to address any environmental issues and that the Vendor uses resources in an environmentally responsible way. The Vendor constantly strives to conduct its business in an environmentally responsible and sustainable way. The operations of the Vendor is conducted with the aim to have the least possible negative impact on the environment. This may include, but is not limited to, looking for opportunities to reduce energy, greenhouse gas emissions and waste, and considering the environmental impact of business decisions. The Vendor is further encouraged to (i) manage and recycle waste, ii) minimise the use of hazardous materials and manage hazardous waste in a responsible manner, (iii) measure and follow up on environmental impact (performance, processes, products and services), (iv) reduce environmental impact from transportation whenever possible, and (v) prioritise energy from renewable sources.

### **1.9 Management Systems**

Vendor shall use management systems to facilitate continual improvement and compliance with these standards.

### **1.10 Commitment and Accountability**

Vendor shall demonstrate commitment to the concepts described in this Code of Conduct by allocating appropriate resources.

### **1.11 Risk Management**

Vendor shall have mechanisms to determine and manage risk in all areas addressed by this Code of Conduct.

### **1.12 Audit Right**

ERT may audit (or engage a third party to audit on their behalf) the Vendor at any time upon reasonable prior notice, to ensure its compliance with the standards in this Code of Conduct, and to confirm all payments made by ERT and to third parties on behalf of ERT.

### **1.13 Documentation**

Vendor shall maintain documentation necessary to demonstrate conformance with these standards and compliance with applicable regulations.

### **1.14 Training and Competency**

Vendor shall train its employees with respect to the services provided by Vendor and shall educate its employees and agents to make ethical decisions in compliance with laws, regulations and contract requirements. Vendor shall take all reasonable steps to ensure the reliability of Vendor's employees and agents performing services including, conducting appropriate background and/or verification checks.

### **1.15 Continual Improvement**

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Vendor is expected to continually improve by setting performance objectives, executing implementation plans and taking necessary corrective actions for deficiencies identified by internal or external assessments, audits, inspections and management reviews.

#### **1.16 Business Continuity Management**

Vendor should consider having Business Continuity measures in place for products and services being provided to ERT, in the case of a disruptive incident.

#### **1.17 Health and Safety**

Vendor shall comply with all applicable health and safety laws and regulations by providing a safe and healthy working environment and, if applicable, safe and healthy company living quarters.

#### **1.18 Public Officials**

Any relationship between the Vendor and public officials is in strict compliance with the rules and regulations to which they are subject (i.e. any applicable rules or regulations in the particular country relating to public officials or that have been imposed by their employer). Any benefit conveyed to a public official is fully transparent, properly documented and accounted for.

#### **1.19 Proper Security Measures**

Vendor must have adequate policies and procedures in place, which address technical and organizational security, and take reasonable steps to stay current and to confirm on a periodic basis, compliance with those.

#### **1.20 Compliance with Cross-Border Transfer Restrictions**

Vendor must have adequate safeguards, rules and procedures to ensure that they remain in compliance with all applicable laws that govern cross-border data transmissions, where applicable.

#### **1.21 Data and/or Information Breach Notification**

Vendor shall notify ERT for any suspected or actual data breach concerning the services/deliverables/goods provided. Vendor shall appropriately assist ERT in any investigations in response to a data or information breach.

#### **1.22 Identification of Concerns**

All Vendor workers should be encouraged to report concerns or illegal activities in the workplace, without threat of reprisal, intimidation or harassment. Vendor shall investigate and take corrective action, if needed.

### **2. IMPLEMENTATION**

The Vendor is expected to adhere to this Code of Conduct and ensure that any sub-suppliers to the Vendor equally adheres to this Code of Conduct. The Vendor ensures that all its employees are aware about this Code of Conduct and provides timely and regular trainings on its content.

### **3. MONITORING AND ENFORCEMENT**

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ERT may audit the Vendor to ensure compliance with this Code of Conduct. If the Vendor becomes aware of any violations of this Code of Conduct, the Vendor should inform ERT without undue delay. Following a violation, the Vendor will be given the opportunity to remedy any such violations.

If the Vendor becomes aware of any sub-vendor's violation of this Code of Conduct, Vendor will notify ERT without undue delay. The Vendor guarantees that actions will be taken to remedy the violation. Adherence to the standards contained in this Code of Conduct is one of the criteria used in the ERT Vendor selection and evaluation process. ERT expects Vendor to adhere to applicable legal standards and any higher standards contained herein.

### **Acknowledgement**

The Vendor acknowledges that their engagement is not used by ERT to create an incentive or reward or to secure any improper business advantage for ERT.

### **Disclaimer**

ERT may, in its sole discretion, provide guidance, documents, information, advice, best practice sharing, know-how, insights and/or examples ("Guidance") to the Vendor for the purpose of its compliance with this Code of Conduct. The Vendor acknowledges and agrees that any such Guidance is provided by ERT for information purposes only and is not a substitute for professional advice and/or compliance with applicable legal requirements. The Vendor places reliance on ERT Guidance at its own risk and any consequences of decisions relating to, or the implementation of, such Guidance are the sole responsibility of the Vendor. ERT does not warrant and makes no representations as to the accuracy or completeness of such Guidance and will not be held responsible by any person, including the Vendor, in any manner whatsoever, for any consequences of the Vendor's reliance on or implementation of such Guidance.