

# SUPPLIER CODE OF CONDUCT

Hangzhou Tigermed Consulting Co., Ltd. and its wholly-owned subsidiaries and controlling subsidiaries (hereinafter collectively referred to as "Tigermed") is committed to conducting its business in an ethical manner and acting with integrity. We expect our suppliers and partners to comply and act with integrity as well.

This Supplier Code of Conduct outlines the principles applied to the Supplier of Tigermed, hereinafter referred to as "Supplier", for Ethics, Labor, Export Control, Data Protection, Health and Safety, Environment and Related Management Systems and Anti-Bribery and Anti-Corruption. Failure to comply with this Code of Conduct may result in termination of the business relationship between Tigermed and suppliers or partners.

#### 1. ETHICS

The ethics elements include:

#### a) Business Integrity and Fair Competition

All corruption, extortion and embezzlement are prohibited. Supplier shall conduct their business consistent with fair and vigorous competition and in compliance with all applicable domestic and international laws and regulations (such as anti-trust laws) and industry and business standards. Supplier shall adopt fair business practices, including accurate and truthful advertising and commercial offers, and shall not infringe on the intellectual property rights of others.

#### b) Complaint and Report

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

#### c) Anti-Bribery and Anti-Corruption

Supplier commit that you will strictly comply with domestic and international laws and regulations on anti-corruption and commercial bribery. Supplier will not offer, solicit or give a bribe,



directly or indirectly, in any form for the purpose of obtaining or retaining business, to gain an improper advantage or make illegal influence. Supplier will commit and comply with the Anti-Bribery and Anti-Corruption Commitment (Attachment 1).

#### d) Conflict of Interest

Supplier shall use its best efforts to avoid behavior that could lead to a conflict or potential conflict of interest between Tigermed's employees and their employer.

#### 2. LABOR

Supplier shall be committed to upholding the human rights of their employees, respecting their dignity and recognizing the protection of human rights under international labor conventions. The Labor elements include:

# a) Child Labor and Young Employees

Supplier shall not use child labor. The employment of young employees below the age of 18 shall only occur in non-hazardous work.

#### b) Non-Discrimination

Supplier shall provide a workplace free of harassment and discrimination. Discrimination for reasons such as race, color, age, gender, ethnicity, disability, religion, political affiliation, union membership or marital status is not condoned.

#### c) Fair Treatment

Supplier shall provide a workplace free of harsh and inhumane treatment, including any sexual harassment, physical violence, corporal punishment, coercion or verbal abuse of employees and no threat of any such treatment. Suppliers shall take strict measures to maintain and respect the safety and working environment of each employee and staff.

## d) Working time and Benefits

Suppliers shall set working time, wages and benefits for employees in accordance with applicable laws. If employees are required to work



overtime as a result of their jobs, Suppliers should control the length of overtime accordingly and in accordance with applicable local laws and regulations. In addition, suppliers should communicate to employees in a timely manner that they are being paid.

#### e) Freedom of Association

Open communication and direct engagement with employees to resolve workplace and compensation issues is encouraged. Supplier shall respect the rights of employees, as set forth in local laws, to associate freely, join or not join labor unions, seek representation and join employees' councils. Employees shall be able to communicate openly with management regarding working conditions without threat of reprisal, intimidation or harassment.

#### f) Elimination of Forced Labor

By Supplier providing goods or services to Tigermed, including to any of Tigermed's Third-Party Designees, Supplier is affirmatively representing and warranting that Supplier and its subcontractors do not, directly or indirectly, engage in, or otherwise support Slavery, Forced Labor, Human Trafficking. Human Trafficking is defined as: the recruitment, transportation, transfer, harboring, or receipt of persons, by means of the threat, use of force, or other forms of coercion, abduction, fraud, deception, abuse of power, of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person for the purpose of exploitation.

# 3. **HEALTH and SAFETY**

Supplier shall provide a safe and healthy working environment, including for any Supplier provided living quarters. The Health and Safety elements include:

#### a) Worker Protection

Supplier shall protect employees from over exposure to chemical, biological, physical hazards and physically demanding tasks in the work place and in any company provided living quarters. If the Supplier's workplace involves occupational hazards, the supplier shall provide appropriate protective measures in accordance with applicable laws and regulations.



# b) Emergency Preparedness and Response

Supplier shall identify and assess emergency situations in the workplace and any Supplier provided living quarters, and to minimize their impact by implementing emergency plans and response procedures.

# c) Hazard Information

Supplier shall provide safety information related to hazardous materials to educate, train, and protect employees from hazards.

# 4. EXPORT CONTROL

Supplier is expected to comply with domestic and international export and reexport control laws and regulations, including the United States Export Administration Regulations ("EAR") and regulations promulgated by the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC"), among other laws and regulations. We expect Supplier to take practical measures and manage export control regulations in their daily operations to ensure compliance with domestic and national laws and regulations.

# 5. DATA PROTECTION

Supplier shall take measure to protect the personal data of Tigermed and its employees, Patients, Supplier and its employees or others related persons to ensure compliance with applicable laws and regulations, such as General Data Protection Regulation.

# 6. ENVIRONMENT

Supplier shall comply with all applicable environmental and environmental laws and regulations, and Supplier is encouraged to act in an environmentally friendly manner and the use of environmentally products and services to reduce the negative impact on the environment. The environmental elements include:

#### a) Environmental Authorizations

Supplier shall comply with all applicable environmental regulations and other provisions. All required environmental permits, licenses, information registrations and restrictions shall be obtained and their operational and reporting requirements followed.



# b) Waste and Emissions Management

Supplier shall have systems in place to ensure the safe handling, movement, storage, recycling, reuse, or management of waste, wastewater and air emissions. Any waste, wastewater or emissions with the potential to adversely impact human or environmental health shall be appropriately managed, controlled and treated prior to release into the environment.

# c) Sustainability

Supplier shall protect natural resources and respect biodiversity, avoid the use of hazardous substances as far as possible, adopt efficient operation methods as far as possible, improve the efficiency of energy and resource use, reduce greenhouse gas emissions, and endeavor to minimize the environmental impact of its production and operation behaviors.

#### 7. AUDIT

We expect Supplier to have appropriate management systems and business requirements in place and to be able to ensure that this Supplier Code of Conduct is consistently met and complied with. Supplier agrees to allow a Tigermed or Third Party appointed by Tigermed to audit to confirm compliance, quality, and continuous improvement with this Supplier Code of Conduct.

# 8. SUB-SUPPLIER

This Supplier Code of Conduct also applies to any Sub-Supplier (which means product manufacturers, sellers and ultimate suppliers of raw materials, products or services) who provide products or services to the Supplier. If the Supplier is not the ultimate provider of the product or service, the Supplier shall ensure that all Sub-Supplier comply with this Code of Conduct, and in doing so, the Supplier agrees that Tigermed reserves the right to investigate Sub-Suppliers compliance and shall actively cooperate with Tigermed in obtaining relevant information and conducting questionnaires.

# 9. MANAGEMENT SYSTEMS

Supplier shall use management systems to facilitate continual improvement and compliance with the expectations of these principles.



The management system elements include:

# a) Commitment and Accountability

Supplier shall demonstrate commitment to the concepts described in this document by allocating appropriate resources.

## b) Legal and Customer Requirements

Supplier shall identify and comply with applicable laws, regulations, standards and relevant customer requirements.

# c) Risk Management

Supplier shall have mechanisms to determine and manage risks in all areas addressed by this document.

## d) Documentation

Supplier shall maintain documentation necessary to demonstrate conformance with these expectations and compliance with applicable regulations.

# e) Training and Competency

Supplier shall have a training program that achieves an appropriate level of knowledge, skills and abilities in management and employees to address these expectations.

## f) Quality Management

Supplier shall at all times monitor the quality of its products or services. At the request of Tigermed, the Supplier is obliged to establish and maintain a quality assurance system that meets the agreed standards. The Supplier shall ensure that the products or services comply with the quality requirements and standards stipulated in the relevant laws, regulations and rules.

#### g) Continual Improvement

Supplier 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, inspections, and management reviews.

HANGZHOU TIGERMED CONSULTING CO., LTD.



# ATTACHEMENT I Anti-Bribery and Anti-Corruption Commitment

Dear Partners.

Hangzhou Tigermed Consulting, Co., Ltd. and its wholly-owned subsidiaries and controlling subsidiaries (collectively "Tigermed" or "us") pursue to high quality service to achieve competitive advantage, and sticks to good business ethic. Sales partners and suppliers (collectively "Partner") are the focus of our attention. We act in a way that encourages our business partners to enjoy working with us. This means that we treat all business partners in a fair, polite and respectful manner. Decisions are made in a reasonable manner, based on facts and immediately communicated.

No person benefit may be requested, accepted, offered or granted with the initiation, awarding or processing of an order. Therefore, when we establish business relationship, we require you to comply with the following ethical requirements:

- You commit that you will strictly comply with Foreign Corrupt Practices Act ("FCPA"), UK Bribery Act (2010) ("Bribery Act") and local regulations on anti-corruption and commercial bribery. You will not offer, solicit or give a bribe, directly or indirectly, in any form for the purpose of obtaining or retaining business, to gain an improper advantage or make illegal influence.
- 2. In the performance of agreements with us, you shall at all times act fairly and with integrity and in a manner which does not in any way bring into disrepute the name of the Tigermed. In particular, you shall never offer, solicit or accept a bribe in any form for the purpose of obtaining or retaining business or to gain an improper advantage for you or us (this applies to bribes made directly or through third parties).
- 3. You shall try your best to avoid acts which will or may cause conflict of interests between a Tigermed employee and Tigermed. Without Tigermed's prior special approval, you will not engage in any of the following acts (including but not limited to) which may cause conflict of



interest between a Tigermed employee and Tigermed:

- a) Providing any valuable goods, regardless of cash, securities, materials, financial support or services to a Tigermed employee, his/her \*family members or direct relatives;
- b) Offering any treats or any entertaining business receptions to a
  Tigermed employee, his/her family members or direct relatives.
   \*Family members and direct relatives include spouse, parents,
  children, siblings and the foregoing in law.
- 4. In case the owner or senior management of you has a kinship relationship of no more than three generations with any employee of Tigermed, you must authentically report this to Tigermed.
- 5. If your act makes Tigermed have due reason to consider a Tigermed employee's decision on you is or may be influenced by his/her personal interest, your act will be deemed as causing conflict of interest between Tigermed and its employees which will entitle Tigermed to request you to rectify such conflict or even terminate the business relationship with you.
- 6. For the transaction between you and Tigermed you agree that you will maintain proper and accurate books, records, and accounts which accurately and fairly reflect any and all payments made, expenses incurred, and assets disposed of, and have and will maintain an internal accounting controls system to ensure the proper authorization, recording, and reporting of all transactions and to provide reasonable assurances that violations of the anti-corruption laws of the applicable jurisdictions will be prevented, detected, and deterred. You further agree to maintain such books and records for five (5) years and that Tigermed may conduct or authorize an independent third party to conduct a reasonable audit of books and records related to all transactions between you and Tigermed You will not provide Tigermed any inaccurate documentation and records in connection with any transaction performed between you and Tigermed.
- 7. You agree and acknowledge that your breach of this Commitment shall be considered a material breach of the purchase agreement and that Tigermed may immediately seek all remedies available under law and equity including terminating the purchase agreement immediately,



requiring you refund all the fees you collected, compensating Tigermed losses resulted from your breach of this Commitment.

8. If you are uncertain about whether your act may violate the laws and regulations combating the bribery, may cause conflict of interest between a Tigermed employee and Tigermed, or when you have situation of conflict of interest to report or consider a Tigermed employee and/or Supplier Employee has misconduct, you shall contact or consult promptly to:

Tigermed's Compliance Mailbox: <a href="mailto:compliance.officer@tigermedgrp.com">compliance.officer@tigermedgrp.com</a>

Phone: +86 571-28887227-8118

Website: <a href="https://www.Tigermedgrp.com/">https://www.Tigermedgrp.com/</a>

Compliance investigation team will keep the report confidential to the extent consistent with investigation. You won't suffer adverse consequence if you report in good faith.

Your commitment to and compliance with anti-bribery and anticorruption behavior is an essential and mandatory part of our business relationship. Please acknowledge your commitment by signing and returning a copy of this letter.

HANGZHOU TIGERMED CONSULTING CO., LTD.



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# Supplier Code of Conduct Signature Page

The undersigned, hereby ensure compliance with the terms and standard requirements of the Supplier Code of Conduct and Attachment in conducting business activities.

| Company Name:         |  |  |
|-----------------------|--|--|
| By (Duly authorized): |  |  |
|                       |  |  |
| Name:<br>Title:       |  |  |
| Date:                 |  |  |