



# **Code of Ethics for Third Parties Laboratorios Bagó**



## Purpose

The purpose of this Integrity Policy / Code of Ethics for Third Parties (hereinafter, “the Policy”) is to establish the principles and guidelines to be observed by all third parties engaged in a commercial or contractual relationship with **Laboratorios Bagó**, in compliance with the regulations in force in the Argentine Republic, including the Law on Corporate Criminal Liability (Law 27,401) and the Law on Ethics in the Exercise of Public Office (Law 25,188).

In cases where Third Parties have demonstrated and continue to demonstrate a genuine commitment to continuous improvement, **Laboratorios Bagó** may actively collaborate with them to strengthen their practices. This collaboration may include conducting audits, monitoring compliance with corrective action plans, the referral to specialized external consultants, and implementing other appropriate and reasonable improvement plans.

## Scope

This policy applies to all third parties that interact with **Laboratorios Bagó**, including but not limited to, suppliers, contractors, consultants, intermediaries, and other business partners.

## Policy Overview

Compliance with the guidelines contained in this Policy is one of the criteria used in the process of selection and evaluation of Third Parties of **Laboratorios Bagó** (hereinafter, “Third Parties”).

**Laboratorios Bagó** expects Third Parties to comply with all applicable laws and regulations and with the highest standards contained in this Policy. Under certain circumstances, when Third Parties have shown and continue to show a substantial commitment to improvement, **Laboratorios Bagó** is willing to work with them to introduce improvements through engagement and collaboration. This may include conducting audits, monitoring compliance with corrective action plans, the referral to specialized external consultants, and implementing other appropriate and reasonable improvement plans.





**Guidelines for  
Third Parties of  
Laboratorios Bagó**

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# 01

## Human Rights



**Laboratorios Bagó** is committed to conducting our business in a manner that respects the rights and dignity of all people. We will strive to prevent, mitigate, and remedy adverse human rights impacts throughout our workplace, business operations, and in the communities where we operate. In order to fulfill this commitment, and in accordance with the **United Nations Guiding Principles on Business and Human Rights (UNGPs)**, **Laboratorios Bagó** is required to identify, assess and address any human rights risks or impacts involving our operations and supply chains.

**Laboratorios Bagó** is committed to working with Third Parties that operate in a manner consistent with our values and ethical principles, including respect for human rights. In addition to the specific requirements set out under *Section 2. Labor Rights* below, Third Parties are expected and strongly encouraged to conduct human rights due diligence as set out in the UNGPs regarding all internationally recognized human rights and, at a minimum, those stated in the International Bill of Human Rights (comprising the Universal Declaration of Human Rights, the International Covenant on Civil and Political Rights, and the International Covenant on Economic, Social and Cultural Rights), as well as the principles relating to fundamental rights set out in the International Labour Organization (ILO) Declaration on Fundamental Principles and Rights at Work.

Human rights due diligence is an ongoing process that allows Third Parties to “know and show” that they respect human rights. It includes assessing risks to human rights, integrating the findings into decision-making processes and actions to mitigate any risks, tracking the effectiveness of these measures, and communicating efforts internally and externally.

The UNGPs recommend that all companies, regardless of size, industry or operational context, conduct human rights due diligence designed to prevent or mitigate any human rights risks that they may cause or contribute to, or that may be directly linked to their operations, products or services through their business relationships. Furthermore, the UNGPs recommend that companies participate in the remediation, in whole or in part, of the adverse impact on human rights they may have caused or contributed to.

In case of a perceived risk of a human rights breach, Third Parties are required to notify us of such risk and the steps taken to avoid or mitigate the breach, and where this is not possible, Third Parties should remediate the adverse human rights impact they have caused or contributed to. Notifications shall be sent to **[compliance@bago.com](mailto:compliance@bago.com)**.



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# 02

## Labor Rights



### Fair Employment Practices

Third Parties shall be committed to uphold the human rights of their workers (the “Workers”), as set out in the International Bill of Human Rights, and to promote decent work and the four pillars of the ILO Decent Work Agenda.

Third Parties are expected to designate dedicated personnel with responsibility for Human Resources to oversee compliance with the labor components of this Policy.

**Laboratorios Bagó** expects Third Parties to implement a risk evaluation process for their own supply chain aligned with the standards defined herein and to ensure their own suppliers and partners are informed of this Third-Party Integrity Policy. Third Parties are expected to have visibility over their own supply chain and implement responsible sourcing and procurement practices.

**🗨 Employment shall be freely chosen.**

Third Parties shall not use or engage in any form of modern slavery, including any form of prison labor.

Workers are free to leave employment after sufficient notice, and must be paid their wages on time and in full upon leaving the organization.

Workers can move freely to and from their workplace or residence at any time.

Workers do not pay any type of recruitment fees, or deposits, to secure their job, their employer-provided accommodation, or any training and equipment necessary to carry out their jobs. Third parties who hire foreign migrant labor must do so responsibly:

- No Worker should pay any recruitment fees or deposits to secure a job.
- Third Parties shall oversee all steps of the recruitment process and conduct due diligence at every stage of the labor migration process.
- Third Parties shall ensure that any foreign migrant Workers in their workforce have access to grievance mechanisms in a language they can understand throughout the entire labor migration process, so as to provide effective access to remedy.
- Third Parties shall ensure the safe and dignified return of any migrant Workers to their countries of origin at any time, without fear of reprisals or penalties, and without incurring extraordinary debt.

Third Parties shall ensure that any private or public security forces engaged by Third Parties for security or other purposes shall not violate the human and labor rights of any Worker.

**” There will be no child labor.**

Children below the local minimum working age, the age of compulsory education or the age set out in the ILO Core Conventions (whichever is higher) shall not be employed.

No young Worker below the age of 18 should be hired for hazardous or night work, or in any form of forced labor. Young Workers must be above a country's legal age for employment and the age set for completing compulsory education.

If children are found to be engaged in prohibited child labor, Third Parties shall establish an appropriate plan to support the child, which may involve removing the child from the workplace while continuing to pay salary and the cost of formal or vocational training, accommodation, or other costs as necessary until the child reaches adulthood. Such policies and programs shall comply with the provisions of the relevant ILO standards.

## ” There shall be no discrimination.

There will be zero tolerance for any discrimination whatsoever of Workers (from recruitment to leaving employment) for reasons such as race, national or ethnic minority status, ethnicity, color, age, sex, sexual orientation, gender, gender identity or expression, social origin, disability, religion, political affiliation, trade union membership, pregnancy, marital status, family status, or any other protected category as defined by local laws.

Disciplinary and grievance procedures to deal with discrimination are in place, and all Workers are made aware of how they can report incidents of discrimination or any unfair employment practices. Third Parties must enforce a non-retaliation policy that allows Workers to voice concerns about the workplace without fear of retribution or losing their jobs.

## ” Fair treatment must be given.

Third Parties must treat Workers with dignity and respect, and provide a workplace free of harassment and with no threats of harsh and inhumane treatment. Workers neither face nor are threatened with any form of bullying, sexual harassment, corporal punishment, any verbal, sexual, physical or psychological abuse or coercion.

Workers must understand disciplinary and grievance procedures, and fines imposed on Workers as part of a disciplinary action must be lawful and fair. Those supervisors, managers or co-workers who are found to mistreat workers are disciplined accordingly.

Workers do not have to pay supervisors, managers, or co-workers to avoid victimization or receive preferential treatment.

## ” Regular employment shall be provided.

Employment relationships should be established through contract on the basis of national legislation and best industry practices. Employment terms are communicated to Workers in writing (on paper or electronically) in a language they understand, prior to commencing employment.

Obligations to employees under labor or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labor- or service-only contracting, subcontracting or home-working arrangements, or through apprenticeship programs where there is no real intent to build skills or provide stable employment, nor shall any such obligations be avoided through the excessive use of fixed-term employment contracts.

## ” Fair wages and benefits shall be paid.

Wages and benefits should be fair and adequate. Wages and benefits for standard working hours, excluding overtime, should meet national minimum requirements or industry benchmarks, whichever is higher. We strongly encourage all Third Parties to pay Workers a living wage benchmarked in the local market.

Payment terms shall be communicated to Workers in writing (on paper or electronically) in a language and format that is understandable to them, prior to the commencement of employment, and each time they are paid.

Deductions as a disciplinary measure are only made in accordance with local law.

Equal pay for equal work must be ensured— temporary workers, contractors or Workers on probation will be entitled to the same compensation as their directly employed, permanent peers.

Overtime shall be compensated at a higher rate, in accordance with applicable national legislation or collective bargaining agreements.

## ” Working hours must not be excessive.

Third Parties shall have a system in place to monitor the hours and wages paid to all staff, and complete hours and payroll records must be kept for all Workers.

Standard working hours should not exceed eight hours per day or 48 hours per week (or 56 hours per week on average for shift work processes).

Overtime hours must not exceed the limits established in national laws or under the applicable collective bargaining agreements, whichever offers more protection to the Worker. Where such agreements or laws do not exist, overtime shall be limited to the extent necessary to ensure the Workers' health and safety. All overtime work must be consensual and not used to replace regular employment.

Workers must be given adequate time off, breaks and leaves in accordance with local laws, ILO standards, applicable collective bargaining agreements and/or industry benchmarks, whichever offers the highest level of protection to Workers.

**” The right to freedom of association and collective bargaining must be respected.**

Third Parties shall respect the rights of Workers to freely form trade unions, seek representation and/or join Workers' councils of their own choosing. Workers understand how to raise problems that arise from the employment relationship if they wish to do so. Where collective bargaining agreements are in place, they are communicated to all Workers in a language they can understand.

Workers and their representatives shall be able to communicate openly with management regarding working conditions without fear of retaliation, intimidation or harassment.

Where the right to freedom of association and collective bargaining is restricted by law, the employer shall facilitate, and not hinder, the development of parallel means for independent and free association, negotiation and the submission of complaints.



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# 03

## Health, Safety and Environment



For **Laboratorios Bagó**, third-party management comprises a set of practices aimed at better managing its suppliers throughout its supply chain so that they correctly perform the activities for which they were hired. We expect all Third Parties to understand these guidelines as applicable to their specific products or services and to enhance them with additional standards as necessary. Monitoring of effective adherence must be performed by qualified, experienced or certified subject-matter experts in the field of the service provision.

### Occupational Health and Safety

Third parties shall comply with all applicable laws and regulations for health and safety at the workplace, as well as the Occupational Health and Safety Policy of **Laboratorios Bagó**. Occupational health and safety elements include:

#### Hazard information

Third Parties shall have training and education programs in place on occupational health and safety issues and on the prevention of occupational accidents and diseases. To this end, Third Parties shall demonstrate their compliance with courses/training in the handling of hazardous materials and the communication of preventive measures to protect Workers from adverse effects and exposure to potential hazards. Hazardous materials can include, but are not limited to, chemicals, petroleum derivatives, solvents, industrial waste, gases and radioactive materials. Any hazardous material used by Third Parties in the conduct of their operations must comply with the resolution on the Globally Harmonized System (GHS) of Classification and Labeling of Chemicals in its most current version, including any amendments thereof, and all Workers who are exposed to

hazards with these materials should have been reported to the Third Party's Occupational Risk Insurer.

### Process risks and safety

Third Parties shall have their own Occupational Health and Safety management enabling them to identify potential risks and hazards in the execution of the processes as well as potential impacts on the surrounding community. They should quantify such hazards, define risk levels appropriately, and have an Occupational Health and Safety and Medical Officer for the purpose of preventing or mitigating these risks (e.g., catastrophic releases of chemicals, fumes, dust). For the production processes and activities they will carry out, Third Parties must coordinate the issuance of work permits with the Health and Safety and Hygiene Department of **Laboratorios Bagó**. This department will also determine whether those processes and activities will be supervised by these areas of **Laboratorios Bagó** or by the Third Party's own professionals.

### Worker protection

Third Parties shall provide the necessary training to their Workers in work activities that require the use of personal protection elements and their proper use, and in ergonomics in their workstations, including an evaluation of psychosocial factors of their work group, so as to prevent accidents at the workplace and occupational diseases.

Workers should be provided with training, so they are qualified to handle chemicals and biologicals at all the sites of **Laboratorios Bagó**, as well as in employer-provided accommodation during their work period.

### Emergency preparedness and response

Third Parties must submit to the Health, Safety and Hygiene Department of **Laboratorios Bagó** a contingency response plan prior to the start of their activities, which must be signed by the Safety and Hygiene Officer for approval. In addition to the specific plan for the task to be carried out, Third Parties must comply with the emergency response plan of **Laboratorios Bagó**, providing acknowledgement of such plan during their onboarding procedure. Third Parties should minimize the potential impact of their activity at the sites of **Laboratorios Bagó** and the surrounding community by implementing the emergency response plan and appropriately supervising any critical or hazardous tasks that so require.

## Environmental Care

Third Parties shall comply with all applicable environmental laws and regulations. They are expected to act beyond legal compliance and actively minimize the environmental impact of their activities and products over their lifecycle:

## Environmental compliance

### Environmental authorizations:

Third Parties shall have processes and systems in place that comply with applicable environmental laws and regulations. Permits, authorizations, licenses, and information relating to environmental registrations and restrictions shall be obtained, and their operational and reporting requirements shall be observed.

### Spills and releases:

Third Parties must have processes and systems in place to prevent and mitigate any spills and releases to the environment that substantially impair the natural foundations for the preservation and production of food, or which prevent access to drinking water, impede or destroy access to sanitary facilities, or harm the health of a person, in full compliance with current regulations.

### Water quality:

Third Parties that manufacture or formulate Active Pharmaceutical Ingredients (“APIs”) and/or pharmaceutical products shall manage manufacturing effluents to avoid any impact on water quality on the receiving aquatic environment. Such Third Parties shall be required to demonstrate safe discharge levels for releases to the aquatic environment in accordance with applicable regulatory requirements.

### Waste and emissions:

Third Parties shall have processes and systems in place to ensure handling, movement, storage, recycling, reuse or management of waste in accordance with current regulations. Any generation and disposal of waste, emissions to air and discharges to water with the potential to adversely impact human health or the livelihoods or way of life of surrounding communities or the environment (with priority given to APIs and other pharmaceuticals) shall be appropriately minimized, managed, controlled or treated prior to release into the environment.

## Environmental sustainability

### Targets:

As a pharmaceutical company, our goal is to be a catalyst for change. We are driving sustainability through our own operations, as well as across Third Party operations. It is expected that Third Parties shall actively contribute and support us in achieving our environmental targets.

Third Parties shall also ensure that water is used responsibly and that waste is continuously reduced throughout their operations. Third Parties should adopt eco-friendly materials for products and/or services whenever feasible.

**Engagement:**

Third Parties shall establish a sustainability roadmap for the products and/or services procured by **Laboratorios Bagó**, as well as their goals and targets, especially in greenhouse gas (GHG) emissions reduction, the responsible use of water, waste reduction and the use of eco-friendly materials. As part of this roadmap, Third Parties shall define baselines, set milestones to track performance, and identify opportunities for improvement to reduce their environmental footprint.

Third Parties shall be required to make available product/service-specific environmental sustainability data to **Laboratorios Bagó** to track their performance. Upon request from **Laboratorios Bagó**, Third Parties shall have their relevant environmental data available assured by an independent third party.

Third Parties shall engage with their suppliers to minimize the environmental impact of their supply chain.

Third Parties shall allow **Laboratorios Bagó** to report their environmental sustainability data related to products and/or services procured from them by **Laboratorios Bagó**, which may in turn share such data with independent third-party platforms in an anonymized way, as necessary for the purposes of external reporting, benchmarking and auditing.

**Sustainability and resource efficiency:**

Third Parties shall have processes and systems in place to strive for a positive effect on climate, by reducing their carbon footprint, waste and water usage and making efficient use of natural resources. As members of society, we must protect the environment for future generations. Where surrounding communities rely on ecosystem services for their sustenance or livelihoods, Third Parties shall ensure that their use of natural resources does not adversely impact the rights to water and an adequate standard of living of community members, and shall remedy any impacts that are caused.

**Eviction and unlawful deprivation:**

Third Parties shall refrain from the unlawful eviction and the unlawful deprivation of land, forests, and waters in the acquisition, construction, or any other use of lands, forests, and waters, the use of which secures a person's livelihood.

# 04

## Anti-Corruption



Third Parties shall not bribe any public official or private individual in any way and shall not accept any bribes. No Intermediaries, such as agents, advisors, distributors or any other business partners, shall be used to commit acts of bribery.

Third Parties shall comply with applicable anti-bribery and anti-corruption laws and regulations and industry standards designed to prevent corruption.

### Requirements

#### Facilitation payments:

**Laboratorios Bagó** prohibits any type of facilitation payment being made in the context of any **Laboratorios Bagó** business.

#### Gifts, hospitality & entertainment:

No gifts, hospitality and entertainment will be provided, offered or promised in exchange for receiving anything of value for the purpose of unduly influencing any decision concerning the Third Party or **Laboratorios Bagó**. The Third Party will not use other third parties to commit acts of bribery or corruption. Gifts, hospitality (and, in the case of customers, entertainment) are modest, reasonable, and infrequent, so far as any individual recipient is concerned. However, it should be noted that no gifts of any kind, including personal gifts or promotional aids, etc., whether branded or unbranded, can be provided to healthcare professionals and/or their family members. This includes payments in cash or cash equivalents (such as gift cards or vouchers).

**Grants, donations, and sponsorships:**

Grants and donations are only given if the Third Party and/or **Laboratorios Bagó** do not receive, and are not to be perceived to receive, any tangible consideration in return. Grants and donations must never reward, or be perceived to reward, any tangible consideration. Sponsorships should not be used (or perceived to be used) to receive an undue commercial advantage in return.

**Political contributions:**

If the Third Party chooses to make political contributions, they must be made in accordance with all applicable laws, regulations, codes, and industry standards, and must not be made with the expectation of receiving a direct or indirect return to the Third Party or to **Laboratorios Bagó**.

**Public officials:**

Any relationship between Third Parties and public officials must be developed in strict compliance with the rules and regulations to which they are subject (i.e. any rules in force in the country, in particular relating to public officials, or which have been imposed by their employer). Any benefit granted to a public official must be fully transparent and properly documented and accounted for.

# 05

## Antitrust and fair competition



Third Parties shall conduct their business activities ethically, transparently and in strict compliance with the principle of fair competition, pursuant to current legislation on competition and commercial practices. In this regard, Third Parties are expected to promote a market environment based on fairness, avoiding any conduct that may distort free competition or negatively affect market dynamics.

For purposes of this Policy, the following are considered practices that restrict fair competition: (i) directly or indirectly fixing prices for the sale or purchase of products or services or the exchange of information for the same purpose or effect; (ii) imposing conditions to restrict the production, distribution or marketing of products and services; (iii) restricting or controlling technical development or investments; (iv) obstructing the entry or permanence of third parties in the market; (v) conditioning the sale of an asset to the acquisition of another asset; (vi) imposing discriminatory conditions without justified commercial reasons; (vii) refusing, without due grounds, to fulfill orders under market conditions; (viii) discontinuing monopolistic services to utility providers; (ix) selling products or services below cost in order to displace competition or damage the image of suppliers; (x) the simultaneous participation of a person in executive or managerial positions in competing companies; and (xi) exchanging confidential or sensitive information that may in any way affect independent decision-making, thus affecting free competition.

Furthermore, Third Parties shall adopt fair business practices to ensure that their business actions reflect integrity, responsibility and respect for applicable regulations. This involves providing accurate, truthful and clear information in all Third-Party advertising, communications and business presentations, and avoiding any type of deceit, overstatement or misinterpretation that may mislead consumers, business partners or any other interested party.



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# 06

## Data Privacy and Information Protection



Third Parties shall establish and maintain at all times adequate personal data and information security protection for the information that they, and any third party acting on their behalf, collect, process and transfer.

Third Parties shall operate in a manner consistent with applicable data protection/privacy laws and aligned with industry standards for the protection and security of all information collected, processed or transferred by them, including personal and/or sensitive information.

### Requirements

#### Proper protection of personal and/or sensitive information:

Third Parties shall have the proper organizational structure, processes and procedures to ensure the protection, confidentiality, integrity and availability of the personal and/or sensitive information processed by them, against accidental, unauthorized or unlawful loss, destruction, alteration, disclosure, use or access.

#### Proper security measures:

Third Parties must have appropriate policies and procedures in place that address technical and organizational security for the protection of personal and/or sensitive information, and must take reasonable steps to keep up to date and be able to periodically and reliably confirm compliance with such security measures.

**Security risk management:**

Third Parties shall have Security Risk Management policies and procedures in place to ensure the proper and timely treatment of any threats that may affect their business and the services they provide, and which may consequently impact the integrity, confidentiality and availability of the information and services they provide to

**Laboratorios Bagó.****Security incident management:**

Third Parties must have Security Incident Management policies and procedures in place to ensure the proper and timely handling of incidents that impact or may impact their operations.

In addition, Third Parties are required to report any major or severe incident that may impact or put at risk the service provided, infrastructure and/or information of

**Laboratorios Bagó.****Awareness and training plan:**

Third Parties shall have Information Technology and Security communication, awareness and training programs in place, and will be required to demonstrate that the employees who are in any way involved in the provision of services or products to **Laboratorios Bagó** have been trained on the risks associated with the performance of their activities.

**Access control:**

When a Third Party requires access to **Laboratorios Bagó**'s systems, the person in charge of contracting the Third Party will make the request through the appropriate channels sufficiently in advance, and secure all the authorizations required to grant such access.

The Third Party must notify **Laboratorios Bagó** immediately of any change in the employment situation of the members of the team providing a service or participating in a project.

**Access and authentication:**

Suppliers/contractors shall be identified with unique network profiles whenever they need to access **Laboratorios Bagó**'s applications and they shall ensure that the passwords provided are not shared with other suppliers, contractors or their representatives.

**Continuity of business and operations:**

The Third Party must have adequate procedures for managing the continuity of its operations in the face of ordinary or extraordinary situations that may impact on the normal provision of the contracted products or services.

**Physical security:**

Third Parties shall comply with all occupational safety and security requirements to access and remain in **Laboratorios Bagó** facilities, and shall properly register to enter, use the security elements that are provided and/or required, and keep their identifying badges visible at all times.

**Hardware and software deployment:**

Third Parties and their representatives agree not to introduce, install or connect any new hardware or software in the infrastructure of **Laboratorios Bagó** without the prior consent and written authorization of the IT Infrastructure and Security Department of **Laboratorios Bagó**, through the channels established for such purpose.

**Data handling and encryption:**

Third parties shall use secure file encryption methods when transmitting confidential information concerning **Laboratorios Bagó** by unsecured means or over the internet, including the communication of sensitive information via wireless methods.

**Compliance with cross-border transfer restrictions:**

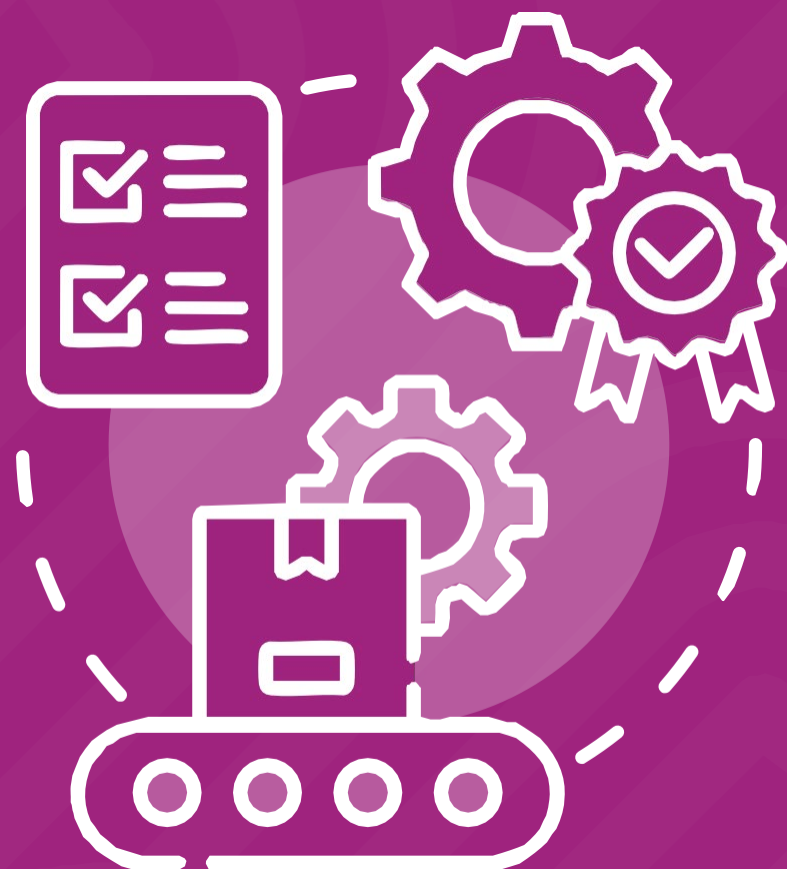
Third Parties must have appropriate safeguards, rules, and procedures in place to ensure compliance with all applicable laws governing cross-border data transfers.

**Data or information breach notifications:**

Third Parties must notify **Laboratorios Bagó** of any suspected or actual data breach concerning the services/deliverables/products provided to **Laboratorios Bagó**. Third Parties must provide adequate cooperation to **Laboratorios Bagó** in any investigation in response to a data breach or improper access to confidential information.

# 07

## Quality



## Good Manufacturing Practices

Third Parties shall ensure that they are providing materials, products, and services that comply with laws, regulations, health authority standards, industry guidance, and any additional applicable requirements.

Third Parties shall, where applicable, abide by the Quality Contract in place governing Good Manufacturing Practices (GMP) activities, expectations and requirements.

### Requirements

Third Parties that are subject to GMP requirements shall:

- Hold and maintain the necessary manufacturing licenses, permits, and registrations (or comparable authorizations) in respect of the materials, products, or services supplied to **Laboratorios Bagó** and for the respective facility issued by the relevant regulatory authorities.
- Ensure that all data relevant for any activity carried out to provide materials, products or services to **Laboratorios Bagó** is accurate, controlled and safe from manipulation or loss and compliant with all health authority standards and pharmaceutical industry expectations for data integrity.

- Take measures to ensure security, quality and integrity of the supply chain, including but not limited to measures for anti-tampering and anti-counterfeiting, and product serialization requirements, etc.
- Cooperate with **Laboratorios Bagó** in the timely implementation of new or revised standards or requirements imposed by the health authorities.



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# 08

## Trade Sanctions and Export Controls



Third Parties shall identify and comply with applicable export control laws and trade sanctions, including, but not limited to, U.S. and European Union trade sanctions laws. **Laboratorios Bagó** does not engage with individuals or companies that have been included by governments in lists of sanctioned parties. Before formalizing a business relationship, **Laboratorios Bagó** will evaluate Third Parties through a due diligence process that will include:

- Legal and financial background check of the Third Party.
- Commitment of the Third Party to the Code of Ethics for Third Parties of **Laboratorios Bagó**.

### Requirements

Third Parties shall:

- Confirm that neither they nor their affiliated companies, shareholders, or directors have been previously, or are currently, placed on one of the following restricted parties lists: the U.S. List of Specially Designated Nationals (“SDNs”) and Blocked Persons, maintained by the U.S. Treasury Department Office of Foreign Assets Control; the Debarred Parties and non-proliferation sanctions lists maintained by the U.S. State Department; the Consolidated List of Persons, Groups and Entities Subject to Financial Sanctions of the European Union.

- Confirm that they are not currently owned 50% or more, individually or in the aggregate, by one or more SDNs.
- Immediately inform **Laboratorios Bagó** by email (using the mailing address: **compliance@bagó.com**) if during the course of dealings with **Laboratorios Bagó**: (i) they, their affiliated companies, their shareholders or their directors are placed on one of the restricted party lists mentioned above; or (ii) become owned 50% or more, individually or in the aggregate, by one or more SDNs.

Failure to comply with any of these obligations may be considered a serious violation of the contractual terms and will entitle **Laboratorios Bagó** to adopt the measures it deems necessary, including the immediate termination of the commercial relationship, without limiting other applicable legal actions.



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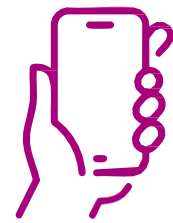
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# 09

## Identification of Concerns



Third Parties are expected to implement a complaint mechanism through which their Workers can raise complaints directly with the Third Party without fear of retribution or losing their jobs. In addition, Workers can report actual and / or potential violations of this Third-Party Integrity Policy, the Human Rights Commitment Statement, and other relevant policies or applicable human rights and environmental laws and regulations in their country and/or in the countries of operation of **Laboratorios Bagó** through our **Magenta Channel**.



Phone

**0-800-122-7374**  
**0-800-999-4636**



E-mail

**[integridad.bago@resguarda.com](mailto:integridad.bago@resguarda.com)**



Web Form

**[www.resguarda.com/integridad.bago](http://www.resguarda.com/integridad.bago)**



Post

**Bernardo de Irigoyen 248**  
**CP1072 - CABA**

Attn: Internal Audit and  
Compliance



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# 10

## Management Systems



The use of management systems by Third Parties is a valuable tool to promote continuous improvement and enhance compliance with these standards. Management systems include:

### **Commitment and accountability**

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

### **Legal and customer requirements**

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

### **Risk management**

Third Parties shall have mechanisms in place to identify and manage risks in all areas addressed in this document.

### **Third-party relationships**

Third Parties do not subcontract or otherwise engage with any third parties on behalf of **Laboratorios Bagó** or represent **Laboratorios Bagó** to Third Parties, without the prior written consent of **Laboratorios Bagó**.

Similarly, there is no assignment of the contract without prior written consent of **Laboratorios Bagó**.

### **Audit right**

**Laboratorios Bagó** may audit (or engage a third party to audit on its behalf) the Third Party upon reasonable prior notice, to ensure its compliance with the guidelines of the Third-Party Integrity Policy, and to confirm all payments made in relation to products marketed by **Laboratorios Bagó**, as well as payments made by the Third Party to other parties on behalf of **Laboratorios Bagó**. Supplemental audit provisions may also apply in accordance with the terms of the relevant agreements entered into with the Third Party.

### **Documentation**

Third Parties shall keep the necessary documentation to demonstrate compliance with these standards and compliance with all applicable regulations.

### **Requirements**

Third Parties shall prepare and maintain books and records that document accurately and in reasonable detail all matters related to the business they do with **Laboratorios Bagó**, accounting for all payments (including gifts, hospitality and entertainment, or anything value) made on behalf of **Laboratorios Bagó** or out of funds provided by **Laboratorios Bagó**.

“Off-the-books” accounts and false or misleading entries in the Third Party’s books and records are prohibited. All financial transactions must be documented, reviewed regularly, and properly accounted for. **Laboratorios Bagó** must have a copy of this accounting available upon request.

Third Parties shall ensure that all relevant internal financial controls and approval procedures are followed, and that the retention and storage of books and records are consistent with the Third Party’s own standards and tax and other applicable laws and regulations. More specific record-keeping requirements may be agreed between the parties.

### **Training and competency**

Third Parties must educate their employees to make ethical decisions in compliance with laws, regulations, and contractual requirements. If requested by the Third Party, **Laboratorios Bagó** has the right to carry out training.

### Continuous improvement

Third Parties are expected to continually improve by setting performance targets, executing implementation plans, and taking corrective actions necessary to address deficiencies that have been identified through internal or external evaluations, audits, inspections, and management reviews.

### Business continuity management

Third Parties involved in the manufacture, storage and/or distribution logistics of **Laboratorios Bagó** products (or products marketed by **Laboratorios Bagó**) or products/materials/devices used in **Laboratorios Bagó** products (or in the provision of services related to or in support of any of the foregoing activities) shall ensure that there are up-to-date and sufficient business continuity plans and disaster recovery plans (regularly tested) to minimize the possibility of any disruption in the supply of related products, devices, materials and services, and to enable the rapid restoration of supply and/or services in the event of a disruptive incident. These Third Parties shall provide **Laboratorios Bagó** with a copy of the business continuity plan and the results of the tests carried out, upon the request of **Laboratorios Bagó**.

All other Third Parties shall consider the possibility of having business continuity plans in place covering those products and services that are provided to **Laboratorios Bagó**, in the event of a disruptive incident.



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## Acknowledgement



The Third Party acknowledges that their engagement is not used by **Laboratorios Bagó** to create an incentive or reward for prescribing or dispensing products manufactured or marketed by **Laboratorios Bagó** or to secure any improper business advantage for **Laboratorios Bagó**.



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## Disclaimer



**Laboratorios Bagó** may, in its sole discretion, provide guidance, documents, information, advice, best practice sharing, know-how, insights and/or examples (“Guidance”) to the Third Party for the purpose of its compliance with this Third-Party Integrity Policy. The Third Party acknowledges and agrees that such Guidance is provided by **Laboratorios Bagó** for information purposes only and is not a substitute for professional advice and/or compliance with applicable legal requirements. The Third Party places its trust in **Laboratorios Bagó** Guidance at its own risk, and any consequences of decisions relating to such Guidance, or the implementation thereof, are the sole responsibility of the Third Party. **Laboratorios Bagó** 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 Third Party, in any manner whatsoever, for any consequences of the Third Party’s reliance on or implementation of such Guidance.



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## Glossary of Terms



### **Good Manufacturing Practices (GMP):**

A set of rules and procedures to be followed in the pharmaceutical industry to ensure that medicinal products are consistently manufactured and controlled to the appropriate quality standards, ensuring their quality, safety and efficacy.

### **Quality Contract:**

A legal agreement that assigns quality assurance responsibilities between the contract giver and contract acceptor for current GMP requirements and compliance, details any specific requirements regarding the product provided via written specifications, establishes the expectations for providing acceptable services, quality processes, analysis and/or products, and ensures that the agreed-upon quality activities between the parties involved are carried out.

### **Commercial contract:**

An agreement between a third-party contractor and a contracting party stipulating the rights and obligations of each one, which may be implemented in a single document or by means of a letter of offer and acceptance.

### **Non-disclosure agreement:**

Confidentiality agreement that is signed prior to sharing confidential commercial or technical information associated with a product and/or process.

**Personal Data/Personal Information:**

- a.** Any information relating to an identified or identifiable person, including without limitation electronic data and paper-based files that contain information such as name, home address, office address, email address, age, gender, family information, profession, education, professional affiliations, or salary.
- b.** Non-public personal information, such as national identification number, passport number, social security number, or driver's license number.
- c.** Health or medical information, such as insurance information, medical prognosis or treatment, diagnosis information or genetic information; and including coded clinical trial patient data.
- d.** Sensitive personal information, such as race, religion, disability, union memberships, or sexuality.
- e.** Any data or information that is qualified as Personal Information or Personal Data under the applicable Data Protection Legislation.

**Donation:**

A benefit that **Laboratorios Bagó** grants to legitimate organizations with an altruistic and specified purpose, for which **Laboratorios Bagó** does not expect (and there is no agreement or intention) to receive any benefit, consideration or service in return.

**Modern Slavery:**

Modern slavery is an umbrella term encompassing the risks posed by forced labor, prison labor, bonded labor, debt bondage, state-imposed forced labor, and the worst forms of trafficking in which coercion, threats or deception are used to intimidate, penalize or deceive workers, which gives rise to situations of involuntary work and exploitation. Modern slavery can also be associated with the worst forms of child labor.

**Data Protection Laws/Legislation:**

The Personal Data Protection Law (Law No. 25,326) of the Argentine Republic and all other laws/regulations now in force or to be introduced in the future relating to or impacting on the processing of Personal Data and/or privacy of a data subject.

**Guidelines/Standards:**

Collectively, the guidelines and corresponding requirements that are set out in this Third-Party Integrity Policy.

**Sponsorship:**

Agreement by which **Laboratorios Bagó**, for the mutual benefit of **Laboratorios Bagó** and the sponsored party, provides funding to establish an association between the image, brands or services of **Laboratorios Bagó** and the sponsored event, activity or organization.

**Health Professional (HCP):**

Any member, student, or researcher of the medical, dental, optometry, opticianry, pharmacy or nursing profession, or any other persons, social workers, members of the association of physicians, dentists or pharmacists, who in the course of his or her professional activities, provides medical services and is able to prescribe, order, dispense, recommend, acquire, provide, administer, rent, or use pharmaceutical products and/or medical technologies, and all members of their office staff.

**Grant:**

Independently requested contribution conveyed to a legitimate organization for a specified purpose without expectation, agreement or intent to receive any tangible benefit (a measurable or quantifiable and objective benefit).

**Third Party/Third Parties:**

For purposes of the scope of this Third-Party Integrity Policy or this Code of Ethics for Third Parties, this means the following third parties:

**Suppliers:**

An external natural or legal person/entity unrelated to **Laboratorios Bagó** from whom **Laboratorios Bagó** sources products or services. This includes, for example:

- Contract manufacturing companies that must have a manufacturing agreement with **Laboratorios Bagó**.
- Institutions and collaborators that conduct research for or on behalf of **Laboratorios Bagó**, where **Laboratorios Bagó** is acting as the sponsor and paying for the research, including Contract Research Organizations and Academic Research Organizations.
- Third parties that handle or distribute **Laboratorios Bagó** products (i.e. logistics services) where ownership of the products is not transferred to the third-party service provider.

- Healthcare professionals acting as “third parties” only, i.e. where they provide products or services against a fee for a service beyond their profession as HCPs, such as app developers or commercial/marketing consultants, etc. (otherwise, healthcare professionals are outside the scope of application).
- Manufacturers and suppliers of raw materials, packaging materials and services.

**Commercial Development and Licensing:**

Any third party with whom a product license agreement has been entered into with **Laboratorios Bagó**.

**Distributors and wholesalers:**

Any third party that imports and/or resells **Laboratorios Bagó** products for their own business purposes (whether or not they provide promotional services for specific **Laboratorios Bagó** products on behalf of the company).

**Worker:**

Any employee, director, officer, staff or personnel engaged or employed by a Third Party, including agency Workers, whether on a permanent, temporary or casual basis.

**Child labor:**

In accordance with the provisions of Law No. 26,390/2008, in Argentina, those above 18 years of age can enter into an employment contract. Consequently, the work of persons below 18 years of age in all its forms is prohibited, whether or not there is a contractual employment relationship, and regardless of whether it is paid or not, with the following exceptions: (i) minors between sixteen (16) and eighteen (18) years of age may work only with the authorization of their parents, guardians or tutors; (ii) minors between fourteen (14) and sixteen (16) years of age may work only in a company owned by their parent or guardian (with limitations on days and hours), and (iii) minors under 18 years of age may engage in exercise artistic child labor, subject to certain requirements and authorizations set forth in ILO Convention 138 ratified by Law 24,650.

**Human trafficking:**

The transporting, harboring, recruiting, transferring, or receiving of persons by means of threats, force, coercion, abduction, or fraud, for labor or services.

## References and Bibliography

The following references are included for information purposes. They are not intended to create any additional obligations beyond this Policy. **Laboratorios Bagó** is not responsible for the content on external links listed below and within this Policy.

### General references

- **Code of Ethics of Laboratorios Bagó**
- **United Nations Global Compact**
- **Pharmaceutical Supply Chain Initiative**
- **Universal Declaration of Human Rights**
- **Guiding Principles on Business and Human Rights**

### Occupational health and safety

- **ISO 45000 Occupational Health and Safety Management Standard**

### Environment

- **ISO 14000 Environmental Management Standard**

### Labor rights

- **ILO Decent Work Agenda**
- **ILO Conventions**
- **International Convention on the Elimination of All Forms of Racial Discrimination**
- **ILO C190 Violence and Harassment Convention**

### Anti-corruption

- **United Nations Convention against Corruption**
- **OECD Anti-Bribery Convention**
- **U.S. Foreign Corrupt Practices Act**
- **UK Anti-Bribery Act**

### Data privacy and information protection

- **Personal Data Law**
- **General Data Protection Regulation (GDPR)**
- **Regulation (EU) 2016/679**



"ID 1129-1"

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