

Ypsomed Australia PTY Ltd's Anti-Bribery and Corruption Policy

Ypsomed Australia PTY Limited
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Ypsomed Australia PTY Ltd is committed being compliant with all applicable laws regarding anti-bribery and corruption concerning the provision of the Services to customers and Healthcare Professionals. Ypsomed Australia has developed policies and procedures issued for all its employees to follow. In addition, Ypsomed is expecting all 3rd parties providing services in the name of Ypsomed PTY Ltd (following "Consultant") will also follow.

The Consultant shall:

- (a) comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption in the Territory and in Australia including but not limited to the *Competition and Consumer Act 2010* (Cth) and the *Crimes Act 1900* (NSW) (**Relevant Requirements**);
- (b) comply with the Ypsomed and/or the relevant medical supplies services industry's anti-bribery, anti-corruption and ethics policies, in each case as Ypsomed or the medical supplies services industry may update from time to time (**Relevant Policies**).
- (c) have and shall maintain in place throughout the term of their agreement with Ypsomed Australia its own policies and procedures to ensure compliance with the Relevant Requirements and the Relevant Policies, and will enforce them where appropriate;
- (d) promptly report to Ypsomed any request or demand for any undue or suspicious financial or other advantage of any kind received by the Consultant in connection with the performance of their agreement with Ypsomed Australia;
- (e) immediately notify the Consultant (in writing) if a public official in the Territory or in Australia becomes an officer or employee of the Consultant or acquires a direct or indirect interest in the Consultant, and the Consultant warrants that it has no such public officials as direct or indirect owners, officers or employees at the date of this agreement;
- (f) within 30 days of the date of their agreement with Ypsomed Australia, and annually thereafter, certify to Ypsomed in writing signed by an officer of the Consultant, compliance with this policy by the Consultant and all persons referred to under this policy. The Consultant shall provide such supporting evidence of compliance as Ypsomed may reasonably request.

The Consultant shall ensure that all of its agents, subcontractors and other members who perform services or provide goods in connection with this Agreement do so only on the basis of a written contract which imposes on and secures from such persons terms equivalent to those imposed on the Consultant in this policy (**Relevant Terms**). The Consultant shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to Ypsomed for any breach by such persons of any of the Relevant Terms.