

Business Ethics Contract Clauses for service providers who are Third Party Representatives (TPRs)

1. Definitions

1.1 Business Ethics Contract Clauses. The Business Ethics Contract Clauses refer to all provisions set forth in this appendix. They apply to the services / activities provided by TPR (service provider / recipient) or its subcontractors under the Agreement.

1.2 NN BE Requirements. The NN BE Requirements refer to:

- Business Ethics Code of Conduct version in force on the latest date before the agreement start date, as set out on <https://www.novonordisk.sk/about/etika-a-transparentnos.html>,
- the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, the UN Guiding Principles (UNGP) on Business and Human Rights all other relevant legislations mentioned in the Business Ethics Code of Conduct, and
- applicable local and international standards and legislations on anti-corruption and human rights.

1.3 Public Officials. Public Officials are anyone in an official capacity acting for:

- any government or governmental unit, or instrumentality, or
- any public international organisation including any public international organisational unit or instrumentality, or
- any political party officials, candidate for political office, or person acting in an official capacity of such. NN BE Requirements may also consider healthcare professionals as Public Officials.

2. Compliance

2.1 Compliance with NN BE Requirements. TPR represents and warrants not to violate the NN BE Requirements. TPR will put in place adequate controls to ensure its own and its subcontractors' compliance with the NN BE Requirements.

Violations of the NN BE Requirements regarding anti-corruption include but are not limited to:

- influencing Public Officials to gain an improper advantage,
- inducing anyone, including Public Officials, to violate the NN BE Requirements,
- influencing others to act against the NN BE Requirements, or
- using indirect or direct payments from Novo Nordisk in a way that violates the NN BE Requirements.

Violations of the NN Requirements on human rights include but are not limited to:

- TPR does not have, or does not work towards implementing necessary means as defined in the UNGP to address and prevent severe adverse human rights impacts, or
- TPR does not remediate in reasonable time any severe adverse human rights impact that TPR caused or contributed to.

3. Audit rights

3.1 Verify compliance with NN BE Requirements. Novo Nordisk can assign an external auditor or NN representative to conduct inspections or audits. Such audits are at Novo Nordisk's expense. TPR reimburse Novo Nordisk if the audit reveals violations of the NN BE Requirements or severe adverse human rights impact.

3.2 Audit materials available to Novo Nordisk. Materials relevant to this contract include but are not limited to accounting records, transactional records, financial documents, or written policies and procedures. TPR will make materials available during audits upon Novo Nordisk's request.

3.3 Confidential data. If information cannot be separated from other customers' data, an external auditor appointed by Novo Nordisk will conduct the audit. Novo Nordisk is only provided information from such audits if it is suspected to violate the NN BE Requirements.

3.4 Cooperation. TPR will assist in scheduling and executing audits. Such support may include activities around interviewing affected individuals.

3.5 Survival. The audit right clause will survive the expiration or earlier termination of the Agreement by two years.

4. Termination

4.1 Breach. In case of breach the Business Ethics Contract Clauses is such a breach considered a substantial breach of the Agreement and hence Novo Nordisk can terminate the Agreement with immediate effect.

5. Books and Records

5.1 Maintain books and records for ten years. For ten years, TPR will ensure that all expenses and payments are:

- accurately documented in its books and records,
- maintained in line with TPR's internal procedures, and
- in compliance with any applicable legal restrictions

Upon request, Novo Nordisk shall receive a copy of records of expenses reimbursed or paid by or on behalf of Novo Nordisk.

6. Disclosure and External Reporting

6.1 Inform Novo Nordisk immediately. Novo Nordisk must be informed immediately of any suspected violation of the NN BE Requirements including suspected adverse impact on human rights. Third Party will provide reasonable support on any related actions or claims as requested by Novo Nordisk.

6.2 Third Party support. Third Party will support in determining if they or their subcontractors have violated the NN BE Requirements.

6.3 Prevention of further violations or harm. Information related to a suspected violation of the NN BE Requirements may be disclosed to government agencies, entities and/or affected persons.

7. Right to request company and business information

7.1 Ownership structure. TPR shall inform Novo Nordisk without undue delay if an ownership structure change results in individuals or entities owning more than 10 percent of the company.

7.2 Certification. On an annual basis Novo Nordisk may request a certification of compliance from Third Party.