

TERRAMED CODE OF CONDUCT

1. Introduction

We are committed to ensuring that our business is conducted according to rigorous ethical, professional, and legal standards. This supplier code of conduct (“Code”) defines the principles and standards that TerraMed Limited (“our Company”) expects suppliers of goods and services to understand and adhere to. The Code aligns with the principles and standards we expect of our Company’s employees and what our customers expect of us.

We will collaborate with our suppliers to help them maintain adequate standards in all areas of Corporate Responsibility, particularly in their dealings with their employees. This helps ensure that our products and services comply with our Corporate Responsibility goals and meet customer expectations.

The Code aims to help suppliers make the right, ethical choices. While we will assist our suppliers in complying with the Code, we will take appropriate actions against those who do not make reasonable efforts to adhere to it.

We require suppliers to follow the principles and standards of the Code and to use all reasonable efforts to ensure that the Code is maintained and enforced throughout their supply chains, including any sub-contractors engaged in executing orders received from our Company.

2. Business Conduct/Code of Ethics

We are committed to conducting our business according to rigorous ethical, professional, and legal standards.

2.1. Conflicts of Interest

Suppliers must avoid situations where personal interests could conflict, or appear to conflict, with their interests or those of our Company. Suppliers must ensure that their employees’ conduct does not provide, or appear to provide, personal gain at the expense of our Company, the supplier, or third parties with whom our Company interacts.

The giving and receiving of gifts, entertainment, and gratuities to employees or persons associated with our Company or to third parties on behalf of our Company can present potential conflicts of interest. Any significant gift, entertainment, or gratuity that may be perceived as influential in decision-making is unacceptable.

2.2. Bribery and Corruption

Engaging in or receiving illegal payments or inducements, such as bribes, facilitation payments, or other corrupt practices, is against our Company’s policy. A bribe includes giving or offering any form of gift, consideration, reward, or advantage to someone in business or government to gain or maintain a commercial advantage or to induce or reward improper conduct. This also applies to third-party involvement in bribery.

Examples of bribery or facilitation payments include:

- Disproportionate gifts, meals, entertainment, or travel expenses in the context of ongoing business negotiations.
- Uncompensated use of company services, facilities, or property.
- Cash payments, loans, loan guarantees, or credit.
- Providing benefits to family members of potential customers or public officials.
- Awarding subcontracts to individuals connected to someone influencing the main contract.
- Engaging local companies owned by family members of potential customers or public officials.
- Payments to expedite routine government actions (e.g., visa processing or customs clearance).

Suppliers and their employees must comply with all applicable anti-bribery and corruption laws. If such laws do not exist or are less stringent than the UK Bribery Act 2010, suppliers and their representatives should adhere to the standards of the UK Bribery Act 2010. Suppliers are expected to maintain and review their anti-corruption procedures to prevent bribery or corruption offenses.

2.3. Dealing in Shares (Insider Dealing)

Buying or selling securities based on non-public information about a company is prohibited under insider dealing laws. Providing such information to others who trade on it is also prohibited. Insider information is considered price-sensitive if a reasonable investor would consider it significant in deciding to buy, hold, or sell stock. This includes news about new products, business relationships, sales, acquisitions, or management changes. These restrictions apply to dealings by suppliers, their employees, and their associates.

2.4. Protection of Confidential Information

Suppliers may have access to confidential information. They must not access, modify, disclose, or use any trade secrets or confidential information without proper authority except as required for their legitimate duties. This obligation continues after the business relationship ends and applies to disclosures to third parties. Suppliers must comply with any non-disclosure agreements.

2.5. Protection and Proper Use of Company Assets

Suppliers given access to our Company's assets are responsible for their protection and stewardship. Suppliers and their employees must not use these assets for personal gain or take business opportunities that arise from the use of company assets.

2.6. Sanctions

Suppliers must ensure that their business complies with all international trade laws and sanctions. Suppliers must not provide our Company with materials or services from countries,

individuals, or entities that violate trade sanctions, embargoes, export controls, or trade restrictions.

2.7. Tax Laws

Our Company expects suppliers to meet their tax responsibilities. When acting for or on behalf of our Company, suppliers must not knowingly engage in tax evasion.

2.8. Labour Practices and Human Rights

Suppliers must ensure their employees' living and working conditions meet or exceed local legislative and applicable international standards, such as those set by the International Labour Organisation (ILO) and the Ethical Trading Initiative (ETI).

3. Environment

Our Company aims to reduce its environmental impact, including contributing to climate change. We are committed to continual improvement and complying with environmental regulations where we operate. We promote waste reduction, encourage reuse and recycling, conserve resources, and make efficient use of water, energy, and raw materials. Deforestation is avoided whenever possible.

Suppliers must uphold similar standards of environmental responsibility.

4. Quality of Goods and Services

Goods and services supplied to our Company must comply with all legislative and regulatory requirements. Compliance applies to the country of origin, destination countries, and international trade laws, covering characteristics such as packaging and import/export controls. Suppliers must alert our Company promptly if there are concerns regarding product safety, quality, or compliance.

Services provided should be carried out by qualified personnel with care and diligence and meet reasonable quality standards. Goods supplied must align with any order specifications, including samples supplied or advised by the supplier. Suppliers must not subcontract orders without prior written consent from our Company.

5. Disclosure/Voicing Concerns

Suppliers should report any actual or suspected violation of this Code or breaches of applicable laws that affect our Company, including employee misconduct. Reports can be made to the local subsidiary or confidentially to our Company's head office at management@terramed.co.uk.

6. Audit and Termination of Agreements

Our Company reserves the right to verify a supplier's compliance with this Code through audits and reviews. Suppliers must provide reasonable access to relevant books, records, and information to demonstrate compliance. If suppliers do not meet the Code's requirements, they will have an opportunity to comply within an appropriate period.

Our Company may take appropriate actions, including suspension, reduction, cancellation of orders, or termination of the business relationship if:

Unacceptable practices are found at sites producing or sourcing our products, including labor and human rights issues.

The supplier fails to make sufficient progress in implementing corrective actions.

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Signed by

Dr. Ahmet Murat Celebi, Director

TERRAMED Limited

