



Group Relationships with Healthcare Professionals and Healthcare Organizations Policy

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1. INTRODUCTION

1.1. Objective and purpose of the document

The purpose of this Policy is to define rules of conduct to be adopted when carrying out activities **involving HealthCare Professionals** (hereinafter also “HCPs”) and/or **HealthCare Organization** (hereinafter also “HCOs”), such as:

- organization of Promotional / Training Events;
- participation in Promotional / Training Events organized by Third Parties;
- drafting of consultancy agreements;
- participation in tenders for research projects;
- provision of Gifts, Hospitality, Donations;
- granting of scholarships.

In all other cases and similar activities where there is not an interaction with HCPs / HCOs, the [ERC-G-PO-04 Group Policy Gift, Events, Hospitality, Donations, and Sponsorship](#) will apply instead of this Policy.

If the Events involving both HCP / HCO and Third Parties, both Policies will apply for their respective areas of responsibility.

In case of conflict between the provisions of this Policy and the [ERC-G-PO-04 Group Policy Gift, Events, Hospitality, Donations, and Sponsorship](#), the more restrictive provisions shall apply.

1.2. Scope of application

This Policy has been reviewed and approved by the Group CEO and its implementation and enforcement is mandatory for Dedalus S.p.A. and all Group Legal Entities around the world.

The Policy applies to all individuals worldwide working on behalf of Dedalus at all levels and grades, including Executives, Directors, Managers and employees (whether permanent, fixed term or temporary) and trainees (hereinafter altogether “**Dedalus’ Persons**”), as well as public or private Third Parties associated to the Group or otherwise acting on its behalf or to further its business interests (such as consultants, suppliers, agents, etc.).

This Policy is in addition to the provisions of the Group Code of Ethics and the Group Anti-Corruption Policy.

The Country General Manager, or subject formally delegated by the latter, is in charge to ensure the proper implementation of principles and requirements of this Policy.

This Policy is immediately applicable to the entire Group, without possibility of exceptions. In this regard, each Group Legal Entity shall ensure the adoption of this Policy in a timely manner.

1.3. References

The main internal and external regulatory references are:

- Dedalus Group Code of Ethics;
- Dedalus Group Antitrust Code of Conduct;
- ERC-G-PO 01 Dedalus Group Anti-Corruption Policy;
- ERC-G-PO 02 Group Whistleblowing Management Policy;
- ERC-G-PO 03 Dedalus Group Conflict of Interests Policy;
- ERC-G-PO 04 Dedalus Group Relationships with Healthcare Professionals and Healthcare Organizations Policy;

- International standard UNI ISO 37001:2016 - Management systems for the prevention of bribery and corruption;
- Application Guideline on the UNI ISO 37001:2016 standard for the prevention of bribery and corruption No. 10/2018 (CONFORMA/Association of Certification Inspection Testing Calibration Bodies, under the auspices of UNI/Italian Standards Authority);
- Laws and regulations in force in the Countries in which Dedalus operates.

1.4. Definitions, abbreviations and acronyms

BUSINESS ASSOCIATE: private or public external party with whom the organization has, or plans to establish, some form of business relationship (e.g., clients, customers, joint venture partners, consortium partners, outsourcing providers, contractors, consultants, sub-contractors, suppliers, vendors, advisors, agents, distributors, representatives, intermediaries, investors). All Business Associates are Third Parties, but not all Third Parties are Business Associates.

CONFLICT OF INTERESTS: situation where business, financial, family, political or personal interests could interfere with the judgment of people in carrying out their duties for the Company as further defined in the ERC-G-PO 03 Group Policy on Conflicts of Interest.

DEDALUS: Dedalus Group.

DEDALUS' PERSONS: any individuals worldwide working on behalf of Dedalus at all levels and grades, including Executives, Directors, Managers and employees (whether permanent, fixed-term or temporary) and trainees.

DONATION / LIBERALITY: offering of money or goods to nonprofit entities for charitable and/or philanthropic purposes.

PUBLIC BODIES: State, Local Public Administrations, companies controlled or participated by the Public Administration or in any case other legal persons through which the P.A. carries out its administrative activities.

EVENT: including Promotional and Training Events. Indeed:

- Promotional Events: Events whose sole purpose is the promotion of specific Dedalus' products or services by the subject / entity hosting the Event, such as Events dedicated to customers for the launch of new products, setting up the Company's booths at trade fairs, business seminars, or any other type of Event specifically intended for business associates.

- Educational Events: Events whose main object concerns the provision of training related to healthcare sector to participants.

HEALTHCARE PROFESSIONAL (HCP): any individuals performing their professional activities within the healthcare sector, whether public and/or private, (including, but not limited to, physicians, nurses, laboratory scientists, technicians, administrative employees within the healthcare structures, etc.), that in the course of their professional activities may directly or indirectly purchase, lease, recommend, administer, use, supply, procure or determine the purchase, lease or prescription of medical technologies or related services. All HCPs working for Public Administration are qualified as Public Officials.

HEALTHCARE ORGANIZATION (HCO): any legal person (of its formal legal status), association or health, medical or scientific organization through which one or more HCPs provide services that can exercise direct or indirect influence over any prescription, recommendation, purchase, order supply, use, sale or rental of medical technology and related services. For example: hospitals, centralized purchasing offices, clinics, laboratories, pharmacies, research institutes, associations, foundations, universities, scientific societies or other educational or professional institutions.

GIFT: benefit or something given voluntarily without payment in return, as to show favor toward someone, honor an occasion, or make a gesture of assistance (e.g., bottles of wine, watches, or promotional materials such as products showing the Dedalus logo provided for the purpose of

familiarizing oneself with the services provided by Dedalus or for promotional purposes, e.g., pens, notebooks).

HOSPITALITY: provision of meals and refreshments. Hospitality may also include expenses ancillary to business meetings, for example, an organization may wish to pay for a taxi or provide a company car for client personnel to travel to the airport, or to provide accommodation for client personnel that are visiting the organization.

POLICY: Group Policy on relationships with Healthcare Professionals and Healthcare Organizations.

PUBLIC ADMINISTRATION: all public entities that carry out public administrative activity, i.e. that activity aimed at the effective pursuit of public interests.

PUBLIC OFFICIAL: person holding a legislative, administrative, or judicial office, whether by appointment, election or succession, or any person exercising a public function, including for a public agency or public enterprise, or any official or agent of a public domestic or international organization, or any candidate for public office (i.e. Government authorities' employees). It also includes candidates for political office, political party officials and employees, as well as political parties. Public officials may be part of public Business Associates.

THIRD-PARTY: public or private person or body that is independent of Dedalus. Not all Third Parties are Business Associates, but all Business Associates are Third Parties.

TRANSFER OF VALUE: any disbursement of money or other benefit made to an HCP or HCO.

2. RULES OF CONDUCT TO BE ADOPTED IN ALL RELATIONSHIPS WITH HCO / HCP

Dedalus, given the nature of the business of digital healthcare in which it operates, has daily dealings with HCPs that must be characterized by the highest transparency, fairness and ethic.

Dedalus' Persons must ensure that all decisions taken in the performance of activities involving an HCP / HCO are made in compliance with the principles of integrity and transparency - particularly when relations are established with the Public Administration / Public Bodies - avoiding any situation of Conflict of Interest between personal or family economic activities and the duties covered that could compromise independence of judgement.

In order to understand whether the following general principle should be applied, Dedalus' Persons has to verify if there is an HCP or an HCO involved in the activity:

- it is prohibited to perform activities with HCPs which do not comply with the laws of the Country in which the activity is carried out and with this Policy;
- any document must be drafted and signed by persons vested with appropriate powers before the beginning of any activity, performance, or payment;
- any fee paid or service provided must have a fair market value and may only be paid or provided if the services are performed. Cash payments are not permitted;
- service provided by HCPs must be documented and archived, in order to demonstrate that the provisions of the agreements stipulated have actually been carried out;
- communications with HCPs (paper, digital and verbal) must be accurate, complete, correct, objective and must be carried out in written form, through company channels (e.g. e-mail);
- relations with HCPs must be limited to Dedalus' professional activities;
- if possible, at least two Dedalus representatives must attend meetings with HCPs. The traceability of the meetings and/or interventions carried out is guaranteed, alternatively, by: (i) ad hoc memorandum prepared by the Dedalus' Persons involved and signed for

acceptance by the HCP involved; (ii) logs of the system used for the implementation of the product, compiled by Dedalus' Persons involved and shared for acceptance with the HCP involved;

- in the context of the performance of commercial activities, it is forbidden to solicit representatives of the HCO, Public Administration or Public Bodies or to obtain confidential information beyond what is permitted by law;
- it is prohibited to carry out activities which may unduly interfere with the will of the HCO, Public Administration or Public Bodies with regard to the subject matter of the tendering procedure (e.g. making contact with the contracting authority to fix the economic basis of a tender);
- it is prohibited to offer or promise to HCP any benefit (economic or otherwise) in exchange for obtaining an undue advantage;
- it is prohibited interlocation with HCPs involved in the tender procedure during all phases of the procedure, except in cases expressly provided for by law.

3. EVENTS

3.1. General principles

Dedalus may organize, also with the support of external companies, or sponsor Promotional and Educational Events involving HCO and HCP for:

- presenting the business and scientific technical updates related to its products;
- higher or advanced training or education on technical, regulatory, organizational and management subjects;
- brand communication, awareness and promotion.

The organization of Events must be compliant with the following conditions:

- Events shall be conducted in premises used as a clinic, laboratory, auditorium, conference center, or other appropriate venue, including Dedalus-owned premises or meeting facilities available for business;
- Events shall be held in locations and venues that are easily accessible, and the choice of location must be motivated exclusively by logistical, scientific and organizational, as well as economic reasons, so that the selected location does not become the main attraction of the Event;
- Event invitation is personal;
- Event invitation must not include involvement in entertainment activities (e.g. musical or sporting events).

3.2. Management of Events organized by Dedalus

[OMISSIS]

3.3. Management of Sponsorships

3.3.1. Sponsorship overview

[OMISSIS]

3.3.2. Sponsorship request

[OMISSIS]

3.3.3. Due diligence

After identifying the Events, Local Marketing & Communication, or any other function in charge, is required (i) preliminarily to verify the compliance with the Policy requirements and principles, (ii) to invite the Sponsee to qualify according to the Local purchasing process.

The Functions involved in the Local purchasing process, or, in absence, the Local Marketing and Communication Function or any other function in charge must request that the Sponsee completes a questionnaire in order to ensure that the entity is known as a qualified subject of proven reliability and integrity. When the questionnaire is not scheduled to be completed within the supplier portal, the Local Marketing and Communication Function or any other function in charge must invite the Sponsee to fill in the “*Sponsee questionnaire*” (Annex 3), signed by a legal representative or special attorney with the necessary powers.

When it is not possible for the Sponsee to complete the questionnaire, the Local Marketing & Communication or any other function in charge must complete it after appropriate verification through public sources.

The Local Marketing & Communication Function or any other function in charge, with the possible support of the relevant corporate functions (e.g. Legal, Group Risk & Compliance, Finance etc.), is required to carry out checks regarding the Sponsee in relation to potential Conflict of Interest or Anticorruption concerns, according to Group Policies and Local Due Diligence Policy, where adopted.

If the verification does not reveal any anomaly - assessed according to the Anti-Corruption, Conflict of Interest and Local Due Diligence Policies - the process can move forward.

3.3.4. Approval

[OMISSIS]

All Sponsorships must be formalized through an agreement, which, must be drafted, or at least revised, by the Local / Group Legal Counsel and the Local Compliance, if applicable, or Group Compliance.

In the Sponsorship agreement, the following are required:

- the currency and amount paid under the Sponsorship agreement;
- the requirement that payments be made exclusively to the counterparty and in the counterparty's country of incorporation, exclusively to the counterparty's registered account and never to crypted bank account or in cash;
- the counterparty's commitment to comply with applicable laws, anti-corruption laws and anti-corruption provisions provided in the agreement, and to record in its books and records the amount received in a proper and transparent manner;
- the contractual provisions relating to “Criminal Corporate Liability/Anticorruption” that Dedalus S.p.A. and other Group Legal Entities must include in the agreements they sign;
- the definition of the category of HCPs to which the disbursement is direct and/or the geographic area and/or HCO to which the HCPs belong, specifying that the disbursement is not for a single HCP.

The Local Marketing and Communication or any other functions in charge, must promptly request a receipt from the beneficiary as evidence of what has been disbursed and documentation showing that Sponsorship has taken place (e.g. photos, newspaper articles, reports).

For the management of Gift and Hospitality expenses, please refer to par. 6.

[OMISSIS]

3.4. Participation in Events organized by Third Parties

A Dedalus' Person may participate in Events organized by Third Parties (HCPs / HCOs) as speakers / panelists / guests in the absence of specific financial compensation to Dedalus.

[OMISSIS]

3.5. Selection and invitation of participants

[OMISSIS]

It is expressly prohibited to provide financial support directly to individual HCPs in order to cover the costs of participation in training or promotional activities organized by Third Parties.

This support may be paid directly to the HCPs' Entity or to the organizer of the Event or to a Third Party / Provider.

The actual participation of HCPs must be documented and confirmed by means of appropriate attendance recording systems; attendance registers must be duly filed by Group / Regional the Marketing & Communication Department, indicating for each participant which category he or she belongs to (doctor, technical staff, trainee etc.).

4. DRAWING UP OF CONSULTANCY AGREEMENTS WITH THE HCPs

4.1. General principles

Dedalus may enter consultancy agreements with HCPs to carry out freelance activities as well as research and development and product utilization.

Consultancy agreements must be drafted in compliance with the following conditions:

- the agreements must be drafted when the actual scientific interest of Dedalus in the activity requested to the HCP is previously determined and justified and arises from a legitimate business need;
- the subject matter of the agreement must be coherent with the expertise of the identified HCP;
- the agreement must be drafted in writing, duly signed by the parties and must contain a detailed description of the activities and services required, the fee and the relevant disbursement modalities, as well as any allowed incidental expenses;
- the agreement must be drafted in compliance with the laws and regulations of the country in which the HCP practices, and the HCP must be in possession of the necessary prior authorizations issued by the competent body;
- the fee to the HCP must be predetermined according to objective criteria of fair market value, based on the HCP's qualification and experience, the nature of the assignment,

and proportionate to the services required, and must be shared in advance for authorization by competent persons with appropriate powers.

4.2. Drawing up of consultancy agreements

4.2.1. Sending and evaluating the request

[OMISSIS]

4.2.2. Selection of the HCP and conclusion of the agreement

Following the approval of the request, the Director of the requesting function shall identify one or more HCPs to be appointed.

The selection of the HCP shall be based on the following criteria:

- evaluation of the qualifications and experience of the HCPs identified;
- consistency of the skills owned by the HCPs with the activity requested by Dedalus;
- lack of Conflicts of Interest with Dedalus.

[OMISSIS]

5. RELATIONS WITH HCPs IN RESEARCH PROJECTS

5.1. General principles

To investigate relevant scientific / technological issues, Dedalus may participate in tenders/call for proposal launched by national and European institutions (e.g. Ministry of University and Research, European Commission) or by public territorial bodies (Regions), aimed at carrying out research projects in the medical / health field. For the effective implementation of such a research project, Dedalus may call upon the collaboration of the HCPs.

Interaction with HCPs within the framework of the implementation of the research project must be conducted based on each of the following rules:

- all interactions with the HCPs selected for the implementation of the research project must be clearly and distinctly separated from any commercial relationship with the HCP itself;
- the proposed research project must comply with the terms of the tender/call for proposal and be formalized in a contract (e.g. consortium, partnership or consultancy agreement);
- any equipment needed for the research can be delivered to the HCP through its entity, and its assignment must be provided in the agreement along with their retirement at the end of the research project.

5.2. Process description

5.2.1. Sending and evaluating the request

[OMISSIS]

5.2.2. Selection of the HCP / HCO and conclusion of the agreement

If the selection of the HCP/HCO is in charge of Dedalus, the choice of the HCO(s) or HCP(s) to be involved is entrusted to the Director/Manager of the PBU concerned and of the Sales Function and must be based on objective criteria, according to the requirements provided by the tender/call for proposal.

[OMISSIS]

If Dedalus is awarded the tender, the Manager of the Co-Funded R&D Projects Function or the Manager of the Requesting Function shall draw up a research protocol and send all the documentation required for the conclusion of the agreement with the HCO, or with the HCP, to the Legal Function; such agreement, in accordance also with par. 6, shall be drawn up in writing and have a minimum content:

- description of Dedalus' tasks and HCP / HCO's task, timetable and expenses for each activity;
- aims of the project;
- identification data of the HCPs involved and of their respective HCO;
- identification data of the Dedalus' Persons involved;
- agreed fee (according to objective criteria of fair market value, based on the HCP's qualification and experience, the nature of the assignment, and proportionate to the actual services required);
- any information concerning Hospitality;
- arrangement for the management of intellectual property;
- information concerning the equipment necessary for the performance of the research activity and the premises where the activities will be carried out.

If the HCP / HCO was identified by another participant in the research project, the Co-Funded R&D Projects Function or the Manager of the Requesting Function carry out a reputation check on the HCP / HCO also through the use of public databases.

[OMISSIS]

6. GIFTS, HOSPITALITY, DONATIONS TO HCPs

Please refer to ERC-G-PO-04 Group Policy Gift, Events, Hospitality, Donations and Sponsorships.

Offering of Gifts, Hospitality and Donations must follow the restrictive limits set by local regulations, if any, as specified in Annex 1 *"Local regulatory requirements in relationships with HCPs and HCOs"*.

[OMISSIS]

7. GRANTING SCHOLARSHIPS TO HCO

Dedalus provides for the allocation of scholarships to Healthcare Organization.

The Group / Region Marketing & Communication, or any other function involved, before proceeding with the application process, requests to the HCO to fill in the questionnaire signed by a legal representative or special attorney with the necessary powers, in order to ensure that the entity is known as a qualified subject of proven reliability and integrity (Annex 3 - *"Sponsee questionnaire"*).

Group / Region Marketing & Communication is required to verify compliance with the principle of rotation in the choice of the potential Beneficiary, no more than two disbursements may be made to the same HCO within a three-year period.

If the check does not reveal any concern the request may proceed. The form completed by the HCO must be attached to the request.

[OMISSIS]

If the Country General Manager approves the scholarship application, he/she proceeds to send the documentation to the Legal Function to enter into the agreement.

In the agreement it is necessary to specify that the choice of the HCP beneficiary of the scholarship will be made by the HCO based on its own procedures for evaluating candidates and according to objective criteria. Dedalus will remain totally uninvolved in the process of candidate selection and evaluation and subsequent awarding.

[OMISSIS]

8. TRANSPARENCY OBLIGATIONS

[OMISSIS]

9. REPORTING VIOLATIONS AND AUDIT

Reporting of actual or suspected breaches of the Policy or any other related misconduct, must be promptly made throughout channels available in accordance with Dedalus' Whistleblowing Policy.

Dedalus encourages and enables all the employees to report attempted, suspected and actual violations, ensuring that Dedalus' Persons who reported the violation shall not be dismissed, demoted, suspended, threatened, harassed, or discriminated against in any way in their treatment at work, for the fact that they have lawfully made a report in good faith.

In the event of any act of corruption or breach of this Policy, as reported, detected, or reasonably alleged, ad hoc internal inquiries or investigations shall be conducted.

When necessary or appropriate, specialized Third Parties may be entrusted, via specific mandates, to support the Group Internal Audit in such investigations.

Moreover, periodically compliance audits are conducted by the Group Internal Audit in order to verify adherence to the provisions of the present Policy.

10. DISCIPLINARY MEASURES

Dedalus' Persons are required to comply with the provisions contained in this Policy, regardless of where they might operate.

[OMISSIS]

Dedalus will do its utmost to apply contractual remedies, including (but not limited to) the contract termination and claim for damages, against Third Parties whose actions are found to be in violation of anti-corruption laws and/or the anti-corruption compliance commitments envisaged in the relevant contracts.

11. GUIDANCE FOR EMPLOYEES

[OMISSIS]

12. DOCUMENT REVISION HISTORY

12.1. Document Author(s)

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