

SUPPLIER CODE OF CONDUCT

1. PURPOSE

- 1.1. This Supplier Code of Conduct (“Code”) sets the expectations and requirements for business partners, suppliers and would-be business partners and suppliers of ALPS in relation to the standards of business and personal ethics in the conduct of their duties and responsibilities with ALPS.

2. SCOPE

- 2.1 This Code applies to all business partners and suppliers of ALPS and participating suppliers to ALPS’s sourcing events, as well as their affiliates, subsidiaries, parent company, and its associated entities (collectively referred to as “Suppliers”).

3. OVERVIEW

- 3.1 ALPS firmly believes in doing things right. This means that all Suppliers must:
 - 3.1.1 abide by applicable laws and healthcare regulations including data privacy, anti-corruption, fair competition and international economic sanctions;
 - 3.1.2 maintain the highest standards of ethical and professional conduct; and
 - 3.1.3 demonstrate honesty, integrity, openness and accountability.
- 3.2 In the event that Supplier’s business-specific policies provide for a higher standard than this Code, such more restrictive rules and policies shall apply to the Supplier to the fullest extent possible.
- 3.2 The primary objectives of the Code are to:
 - 3.2.1 enable ALPS achieve its ambition as a leading, innovative and trusted supply chain partner in transforming healthcare; and
 - 3.2.2 raise the awareness of the ethical standards expected from ALPS’s business partners (specifically suppliers).
- 3.3 Failure to comply with this Code may result in disbarment from participating in ALPS’s sourcing events, termination of contract, civil and/or criminal suits filed against Suppliers, and damages being awarded to ALPS. Upon termination of contract, any contemplated order, duly invoiced and delivered to ALPS and/or any public healthcare institution will be null and void. All payments will be halted and Suppliers shall bear any return delivery cost or penalties.

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4. PATIENT SAFETY

- 4.1 **Our Principle:** The safety of patients is paramount. Suppliers shall ensure that their products and services which ALPS procures for the healthcare institutions/agencies meet applicable requirements and product quality and efficacy is not compromised throughout the entire process of storage, re-processing/re-packaging and delivery.
- 4.2 **What We Expect:**
- 4.2.1 Suppliers will comply with applicable regulatory requirements when supplying goods and services to ALPS and/or healthcare institutions.
 - 4.2.2 Suppliers will adhere to Good Distribution Practices and ensure effective Quality Management System for supply chain activities.
 - 4.2.3 Suppliers will maintain traceability of the products that they supply to ensure that any products with quality defects or patient safety issues can be promptly and effectively recalled and removed from the distribution network.

5. ACTING IN THE BEST INTEREST OF PUBLIC HEALTHCARE

- 5.1 **Our Principle:** By supplying to ALPS and/or healthcare institutions, Suppliers will strive to act in the best interest of public healthcare and serve the public interest with dedication, competence, and impartiality.
- 5.2 **What We Expect:**
- 5.2.1 Suppliers will uphold trust and integrity of the national healthcare system by adhering to the highest standards of ethical practices, regulatory compliance, and transparent governance.
 - 5.2.2 Suppliers will act with honesty, fairness, and accountability in all professional activities.
 - 5.2.3 Suppliers will avoid any behavior that could harm the reputation of ALPS and/or healthcare institutions or erode public trust.
 - 5.2.4 Suppliers shall inform ALPS promptly should they discover any non-compliance to this Code which could negatively impact both Suppliers and ALPS's reputation.



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- 5.2.5 Suppliers must not commence performance of any services or provide any products to ALPS and/or any public healthcare institution unless they receive purchase orders from the respective companies, or agreements have been executed between ALPS/public healthcare institutions and Suppliers.

6. GIFTS, HOSPITALITY & ENTERTAINMENT

- 6.1 **Our Principle:** Supplier will exercise prudence and integrity in its relationships with ALPS to avoid being placed in any actual or perceived positions of compromise or conflict.
- 6.2 **What We Expect:**
- 6.2.1 ALPS understands that cultivating business relationships is often best accomplished in social settings and events, and ordinary relationship-building activities may include offering gifts, meals, and entertainment as a matter of business etiquette and goodwill. However, ALPS and its staff cannot accept such well-intended social courtesies from Suppliers nor will ALPS and its staff under any circumstances solicit gifts or any form of benefit from Suppliers.
- 6.2.2 It is therefore important that Suppliers respect proper business boundaries and avoid any appearance of impropriety by not offering ALPS and its staff any gifts, meals and entertainment.

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7. FRAUD, BRIBERY & CORRUPTION

7.1 **Our Principle:** ALPS has zero tolerance on fraud, bribery and corruption and will take all steps necessary to prevent and/or deter them from occurring. Suppliers will commit to acting with honesty, transparency, and integrity in all their business dealings with ALPS. ALPS reserve the right to take legal action against Suppliers who engage in fraudulent behavior.

7.2 **What We Expect:**

7.2.1 Suppliers must not give any undue advantage, benefit or payments to ALPS staff, officers, directors, agents or their family members as kickbacks.

7.2.2 The giving of kickbacks may be in the form of money, gifts, credits, rewards, incentives, or anything of value or benefit to the recipient. Kickbacks are a violation of Singapore Prevention of Corruption Act 1960, U.S. Foreign Corrupt Practices Act, UK Bribery Act, and laws prohibiting corrupt payments, antitrust laws, laws on prevention of competition or economic espionage, or similar laws of any other country or jurisdiction applicable to the Suppliers and ALPS.

8. CONFLICT OF INTEREST

8.1 **Our Principle:** Supplier will act with honesty and transparency when facing a conflict of interest. Suppliers will ensure their ability to perform their obligations is not influenced by, or in conflict with, any personal relationships or any actual or anticipated benefit.

8.1 **What We Expect:**

8.1.1 Suppliers will not offer any employment to ALPS staff where such staff would be placed in a conflict position in ALPS.

8.1.2 Suppliers will not offer any sponsorship to ALPS staff on a personal basis.

8.1.3 Suppliers will maintain appropriate and professional relationships with ALPS staff, officers, directors and agents.

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- 8.1.4 If any relationships or interests arise that could conflict or appear to conflict with the performance of duties for ALPS, Suppliers must proactively notify ALPS and evaluate the situation.
- 8.1.5 Suppliers will contract only with ALPS and/or public healthcare institutions in a business agreement.
- 8.1.6 Suppliers will not offer or give any monetary rebate, commission, or profit earning to ALPS staff, officers, directors or agents for having successfully secured any business transactions with ALPS and/or public healthcare institutions.
- 8.1.7 Suppliers will promptly disclose to ALPS any situation of which it has knowledge of that could be considered as a real or perceived conflict of interest before entering into a contemplated business arrangement with ALPS, which transaction is/was dealt by Suppliers' officers, directors, staff or agents, having any next-of-kin, family-ties, or personal relationship with an ALPS staff, officer, director or agent who is/was directly involved in the arrangement, and may have influenced the transaction.
- 8.2 Should ALPS determine that the transaction was concluded as a result of such conflict of interest, ALPS shall discuss with Suppliers to rectify and prevent the appearance of impropriety that may be a violation of corruption laws.

9. CONFIDENTIALITY

- 9.1 **Our Principle:** Suppliers shall maintain strict confidentiality and proprietorship of all information received from ALPS and not share such information except in restricted circumstances as contained in a Non-Disclosure Agreement ("NDA") entered with ALPS prior to any discussions, or exchange of any information classified as confidential or higher between ALPS and Suppliers.
- 9.2 **What We Expect:**
 - 9.2.1 Suppliers will use confidential information only for its intended purposes as part of their duties, and will protect it from loss, damage, theft or misuse.

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- 9.2.2 To ensure confidentiality of information, Suppliers will not disclose/publish any information to any party not authorised to receive such information except with prior permission of ALPS as provided in the NDA.
- 9.2.3 Suppliers will not access or attempt to access confidential information that they are not authorised to access.

10. DATA USE & PROTECTION

- 10.1 **Our Principle:** Suppliers will responsibly handle all data entrusted to them in accordance with ALPS's Data Privacy and Data Security principles, as well as local personal data protection regulations.
- 10.2 **What We Expect:**
 - 10.2.1 Suppliers will respect and protect data privacy by collecting, using, retaining, sharing, and/or disclosing personal data fairly, transparently, and securely.
 - 10.2.2 Suppliers will ensure access to and sharing of information is on a need-to-know basis and access to systems are granted based on principle of least privilege.
 - 10.2.3 Suppliers will not keep records and information longer than necessary to meet regulatory and business requirements.
 - 10.2.4 Suppliers will securely dispose of data in electronic or physical forms when they are no longer required.

11. CYBERSECURITY

- 11.1 Suppliers are expected to adopt robust cybersecurity measures to protect ALPS' and PHIs' data and systems from unauthorised access, cyber threats, and potential breaches. This includes implementing up-to-date security protocols, regularly monitoring for vulnerabilities, and promptly addressing any identified risks or incidents. Suppliers must ensure that their employees and subcontractors are aware of and comply with relevant cybersecurity policies and practices.
- 11.2 In the event of a cybersecurity incident or suspected breach involving ALPS' or the PHIs' information, Suppliers are required to notify ALPS and/or PHIs

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immediately and cooperate fully in any investigation or remediation efforts. Suppliers should also participate in periodic reviews or audits of their cybersecurity controls, as requested by ALPS, to demonstrate continued compliance and safeguard the integrity of shared data and systems.

12. WHISTLEBLOWING

- 12.1 Should Suppliers receive any request or demand from any ALPS staff, officer, director or agent for any benefits or gain under Paragraphs 6 and 7 above, please report it to us immediately at:

12.1.1 <https://singapore.deloitte-halo.com>

12.1.2 **800-852-8052**

12.1.3 alps@tipoff.com.sg

Your information will be treated in strictest confidence.

- 12.2 ALPS will ensure that Suppliers' concerns are addressed in the most appropriate way. If Suppliers are able to share their contact information, ALPS may ask Suppliers for further information to enable ALPS to fully investigate Suppliers' concerns. Suppliers should treat any information regarding the investigation as confidential. As the party who reported the concern, ALPS will provide Suppliers feedback at the end of the process, even if ALPS is unable to share the outcome in detail for confidentiality or other reasons.

13. POLICY ADMINISTRATION

- 13.1 This Policy is administered by Strategic Procurement Department.
- 13.2 This Policy may be reviewed and amended by ALPS from time to time as required. Changes to this Policy will be communicated to Suppliers.