



## **Code of Business Conduct**

*Values to help you choose the right path*



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## *Introduction*

Everyone working for any of the companies within the Diagnostics Division of the Roche Group in the United States (“U.S. Diagnostics or Company”) must adhere to high ethical standards and comply with all laws and regulations that apply to our business. The excellent reputation that the Roche Group (“Roche”) enjoys in all of its business relationships and dealings has been earned over a long period of time and reflects our high standards of business conduct and ethics in dealing with customers, suppliers, government agencies, local communities and colleagues. The nature of our business makes it especially important that your conduct be above reproach. You are expected to conduct yourself in a manner that reflects positively on the Company’s image and identity. The honorable nature of our behavior is an essential part of our overall business philosophy and success.

The Code of Business Conduct (“Code”) is designed to provide guidance, based on our mission and values, for the variety of business relationships Roche employees have: Those with patients, those with health care professionals and customers, those with colleagues, those with stakeholders, those with suppliers and third parties, and those with the community and

society. The Code is not intended to address every conceivable kind of business practice and behavior, but rather to clearly summarize the standards and expectations of Roche for its employees and agents. It is important to read and understand the entire Code and seek guidance before taking action.

It is your responsibility to become familiar with the Code and to abide by it. The Code may be reevaluated from time to time and the Company, in its sole discretion, may change or amend it. In addition to the Code, Roche has many other policies, practices and procedures that remain in effect and supplement the Code. It continues to be your responsibility to comply with all corporate, divisional and local policies, practices and procedures.

## *The Roche Group — Our Corporate Principles*

Corporate ethics is the practice of our shared values. These are the guiding principles that embody our vision of the company we strive to be: An innovative company that enjoys the pride of its employees and deserves the lasting trust of its partners. These shared values define who we are and what we can expect from one another.

### **Service to Patients and Customers**

A prime objective of the Company is to meet patients' and customers' needs for high-quality products and services. This implies identifying and solving their problems and anticipating their future needs by maintaining close contact with them and listening to what they say. Our commitment includes full respect for patients' individual rights.

### **Respect for the Individual**

We believe the success of our Company depends on the combined talents and performance of dedicated employees.

- We want to build respect for the individual into all our work by ensuring that all members of the organization understand their responsibility to respect one another's rights and dignity;
- We want our people to develop their talents and make maximum use of their abilities and potential and to encourage information-sharing and open dialogue;
- We want to provide recognition based on performance and contribution to the success of the Company;
- We want to promote diversity and equal employment opportunities;

## **MISSION**

**Our aim as a leading healthcare company is to create, produce and market innovative solutions of high quality for unmet medical needs. Our products and services help to prevent, diagnose and treat diseases, thus enhancing people's health and quality of life.**

**We do this in a responsible and ethical manner and with a commitment to sustainable development, respecting the needs of the individual, the society and the environment.**

- We want everyone in the organization to work under optimal conditions of health and safety.

### **Commitment to Responsibility**

We want to meet high standards of performance and corporate responsibility in all our activities and we apply our Corporate Principles in our dealings with business partners. We are committed to selecting, developing and promoting employees and managers who:

- combine professional competence with a leadership style that motivates people to high performance;
- are self-driven and empathetic;
- have an open mind and a sense of urgency;
- understand the needs of the Company;
- have the courage to question conventional wisdom;
- have the flexibility required to broaden their experience; and
- live these corporate principles in their decisions and actions.

### **Commitment to Performance**

We aim to continuously create value for our stakeholders and to achieve sustainable, high profitability. We do this to maintain our commitment to research, to ensure our growth and independence, to provide employment opportunities, to cover risks and to pay an attractive return on invested capital.

### **Commitment to Society**

We want to maintain high ethical and social standards in our business dealings, in our approach to medical science, in our efforts to protect the environment and to ensure good citizenship. We will maintain these standards by adhering to local, national and international laws; by cooperating with authorities; and in proactively communicating with the public.

We support and respect the human rights within the sphere of our influence. We recognize the need to work in partnership with our stakeholders, regularly seeking their views and taking them into account.

### **Commitment to the Environment**

As part of our commitment toward sustainable development, we proactively seek to employ new, more sustainable technologies and processes and to minimize our impact on the environment.

### **Commitment to Innovation**

Innovation across all aspects of our business is key to our success. Being active in high-technology fields, we must recognize new trends at a very early stage and be open to unconventional ideas. We see change as an opportunity and complacency as a threat. We therefore encourage everywhere in the Company the curiosity needed to be open to the world and new ideas.

### **Continuous Improvement**

We are committed to benchmarking our principles and achievements against the industry and best practice; this includes transparent reporting. We will continue to put in place directives and processes that enable us to implement each of our Corporate Principles.



## Why Have a Code of Business Conduct?

In the wake of highly publicized corporate scandals, as well as increased scrutiny of companies in the healthcare business, it is more important than ever to earn the trust of the public and our customers by conducting ourselves in accordance with our values and in a manner beyond reproach.

In addition to emphasizing our shared values, this Code is designed to define individual and corporate responsibility. Ultimately, you are

### **The Code applies to everyone who works at Roche, as well as to persons and entities retained and authorized to act on behalf of Roche, including persons working for temporary employment agencies.**

responsible for your own conduct. No one has the authority to make another person violate the Code, and any attempt to direct or otherwise influence someone else to commit a violation is itself a violation. Adherence to the Code is a condition of employment.

Failure to comply can have serious consequences, both for the Company and for individuals. For U.S. Diagnostics, repercussions can include court actions, civil or criminal penalties, delay of product approvals, exclusion from government contracts and healthcare programs, product recalls and shutdown of manufacturing facilities. Consequences for individuals can include disciplinary action (up to and including termination of employment) and civil or criminal penalties (including imprisonment).

### **Who Is Covered?**

This Code applies to everyone who works for any of the companies within the Diagnostics Division of the Roche Group in the United States (“U.S. Diagnostics”), as well as to persons and entities retained and authorized to act on behalf of these companies, including persons working for temporary employment agencies. Supervisors are responsible for reviewing the Code with their staffs.

### **Special Responsibilities of Supervisors**

If you are a supervisor, you have special obligations and responsibilities for ensuring compliance with the Code, including supporting administration of the Code and monitoring its effectiveness. You are responsible for communicating the Code to your team, for ensuring that each person understands it, and for creating a climate where people can freely discuss ethical and legal issues. Copies of the Code should also be provided to persons and entities retained and authorized to act on behalf of a U.S. Diagnostics company.

You must immediately report violations or alleged violations of this Code to your supervisor or your Company's Compliance Officer or Compliance

Director. As a supervisor, you are in violation of the Code if you do not comply with the Code, if you encourage or direct another employee to act in violation of the Code, or if you fail to detect, report and/or correct

any violation by an employee. Violations of the Code may subject you to disciplinary action, up to and including the termination of employment.

## *Relationships With Government Entities, Patients, Customers and Health Care Professionals*

### **Product Quality and Regulatory Compliance**

U.S. Diagnostics is committed to maintaining high quality standards in each area of its business. U.S. Diagnostics has established and will maintain quality systems that conform to all corporate, divisional and local policies, practices and procedures and all applicable laws and regulations including those governing research, development, manufacture and distribution of its products.

We are committed to improving healthcare and people's lives through the development, manufacture, supply, servicing and promotion of safe, effective and high quality products and services. All employees are responsible for achieving our quality objectives through our daily actions.

### **Regulation of Medical Devices**

The Federal Food, Drug and Cosmetic Act ("FDCA") and Food and Drug Administration ("FDA") regulations, as well as similar international requirements, apply to much of our business and operations. These require, among other things, establishment registration and device listing, medical device reporting, corrections or removals notifications and record-keeping, compliance with good manufacturing requirements,

pre-market clearance or approval, and investigational device exemption compliance.

Because the laws and regulations that affect the design, manufacture and sale of medical devices are quite broad and complex, you must be aware of the laws and regulations that affect your specific responsibilities. For example, people in medical device manufacturing must know and comply with industry quality regulations and standards; people in research must know and adhere to standards of laboratory practices; people in sales and marketing must know and comply with regulatory limitations on the promotion of medical devices, privacy of protected health information, complaint reporting procedures and so on. Also, medical device laws require accurate and complete record keeping from numerous departments and business units. It is your responsibility to understand and comply with these requirements as they apply to your specific job and to ensure that documentation regarding training and compliance with internal procedures and processes is complete and accurate.

You are obligated to immediately report any complaint or adverse event that may be related to a U.S. Diagnostics medical device by following

your local organizations established processes. This includes reporting information that you have observed first-hand or that you receive from another source. You should know that the FDCA has been interpreted by the courts to be a strict liability criminal statute. In other words, you can be found to have violated the Act even absent proof that you intended to violate the law. The failure of someone with the responsibility or authority to prevent a violation, or to correct it promptly upon discovery, can expose the Company and the individual to liability.

### **Patient Privacy**

Certain Companies within U.S. Diagnostics may receive patient information to perform certain customer services, to provide advice on the proper use of our products, to fulfill regulatory compliance obligations, to conduct clinical trials, or for other permissible purposes.

U.S. Diagnostics is committed to protecting the confidentiality of all patient data. Unless we have received permission from patients allowing us to use and disseminate their personal information, all information the Company collects about patients should be treated as confidential, including the fact that a particular patient uses a U.S. Diagnostics product. Access to patient information should be restricted to those who have a job role or function that supports their need to know that information. You may not disclose to anyone outside of authorized U.S. Diagnostics personnel, or authorized Company agents and contractors, any patient information that specifically identifies an individual unless such disclosure is permitted or required by law. Because this is a complex area of the law, you should not disclose patient information

without first consulting with your legal counsel or ensuring that you are doing so in accordance with applicable laws and approved internal procedures.

### **Interactions With Customers, U.S. Government Employees and Health Care Professionals**

U.S. Diagnostics is committed to dealing fairly and ethically with customers and health care professionals. We obtain and retain customers because of the quality of our products and services. U.S. Diagnostics does not, and no one acting for any of our Companies may, directly or indirectly, offer or give any form of unethical or illegal rebate, bribe, "kickback", reward, inducement, "under-the-table" payment, or other similar improper payment, gift or favor to patients or potential patients who use our products, health care professionals, government employees, customers or their representatives. U.S. Diagnostics complies with all applicable federal, state and local laws, rules or regulations requiring the disclosure of financial relationships with health care professionals and institutions.

- **Fraud and Abuse in Government Healthcare Programs**

Federal and state laws and regulations provide criminal and civil penalties for committing fraud or abuse against Medicare, Medicaid and other federally funded healthcare programs. Fraud can include submitting deceptive claims for payment for medical or health services; representing a more complicated and, hence, more costly, procedure on a claim form than was actually rendered; and "kickback" arrangements

between providers of services and their suppliers. Abuse can include submitting claims for services not medically necessary, or not medically necessary to the extent furnished.

The anti-kickback provisions of the Medicare-Medicaid Anti-Fraud and Abuse Amendments apply to many of the activities of U.S. Diagnostics. The laws make it illegal for a company or any other individual or entity to offer, pay, solicit or accept any payment in return for ordering or purchasing a product or service reimbursable, directly or indirectly, by a federally funded healthcare program. The laws prohibit any payments or benefits, in cash or in kind, if intended to induce someone (e.g., a hospital, physician, lab manager or pharmacist) to use, order, prescribe or purchase a product or service. If any one purpose of a payment is to induce the use, order or purchase of a product, the payment can be illegal, even if it also serves other legitimate purposes.

Any promotion or sales practice that involves the provision of something of value to a person or institution in a position to order, purchase or use a product reimbursable by a federally-funded healthcare program can potentially violate the law if not properly structured. Examples of practices that might violate the law if they are not properly structured and carried out include: Discounts or rebates, payments for clinical studies, provision of free or reduced cost of goods or services, payments for meals, travel or tuition at educational conferences, administration fees to group purchasing organizations, research or educational grants, charitable contributions and payments for writing, speaking or other consulting services. Violations may result in large fines to U.S. Diagnostics and individuals may be fined or imprisoned or both.

- AdvaMed Code of Ethics

In order to help ensure compliance with the anti-kickback/anti-fraud laws described above, U.S. Diagnostics companies that manufacture, market or sell medical devices are members of the Advanced Medical Technology Association ("AdvaMed") and have adopted AdvaMed's Code of Ethics on Interactions with Health Care Professionals (the "AdvaMed Code") as Company policy. The AdvaMed Code encourages ethical business practices and socially responsible industry conduct. The AdvaMed Code is included as an appendix to this Code of Business Conduct. You should read it and familiarize yourself with its principles.

If you interact with clinical customers or health care professionals, you must—at a minimum—know and comply with the AdvaMed Code, all corporate, divisional and local policies covering relationships with customers and health care professionals, and all applicable laws and regulations covering relationships with customers and health care professionals, including the U.S. Anti-Kickback Statute and the Stark Law. If you interact with federal government agencies and employees, you must also know and abide by the specific laws and regulations, as well as Company policies, covering relationships with government agencies and employees.

*Gifts.* You are prohibited from giving gifts to federal government employees or agencies. You may occasionally give other health care professionals or existing or potential clinical customers items valued at less than \$100 that benefit patients or serve a genuine educational function. You may not give existing or potential clinical customers branded promotional items of any value. Gifts such as cookies, wine,



flowers, chocolates, holiday gifts, gift baskets, tickets to recreational, art, or sporting events, or other such items - even those intended to recognize life events such as weddings, births and anniversaries - are not permitted.

*Entertainment.* You may not provide or pay for any entertainment, including tickets to sporting, cultural or recreational events or activities, for federal government employees, existing or potential clinical customers or health care professionals. In rare instances in which an exception to these rules apply (which must be reviewed and approved in

for modest meals and refreshments in connection with legitimate business meetings for which the primary purpose is bona fide exchange of scientific, educational, promotional or business information. If meals or refreshments are brought to a meeting occurring at the customers' or health care professionals' place of business, they may only be provided to those persons who actually attend the meeting. If there is a legitimate business reason for the meeting and meal to occur at a restaurant, the location must be modest and conducive to the effective exchange of information. Meals and refreshments may not be provided to guests or other persons who do not have a legitimate business

### **When interacting with federal government employees, clinical customers or health care professionals, remember that providing entertainment or recreational activities is not permitted.**

advance by your legal counsel or compliance staff), or in interactions with customers other than federal government employees, health care professionals and others engaged in clinical work or employed by clinical institutions, entertainment must align with regular business practices. The place and type of entertainment and the money spent must be reasonable, appropriate and adequately documented in conformance with Company policies and expense reimbursement requirements.

*Meals and Hospitality.* You may not provide or pay for meals to federal government employees, though it is permissible to provide modest, light refreshments to federal government employees in connection with legitimate business meetings. With respect to other existing or potential clinical customers and health care professionals, it is permissible to pay

purpose to attend the meeting. In all instances, meals and refreshments must be reasonable, appropriate and adequately documented in conformance with applicable Company policies and expense reimbursement requirements.

*Services Arrangements.* In certain instances it may be necessary and appropriate to engage the services of federal government employees, health care professionals and existing or potential clinical customers to assist the Company in better understanding certain disease states or clinical needs, obtaining input or feedback on development of new products, speaking to other health care professionals about clinical topics, or other activities for which there is a legitimate business need. All such services arrangements, including but not limited to advisory boards, consulting arrangements, speaking engagements, and market

research activities, must be for the performance of bona fide services for which there is a legitimate business need, and must be documented in advance in an approved written agreement specifying the services to be provided and the remuneration for those services. The level of services requested/provided should not exceed that which is reasonably necessary to accomplish the legitimate business objective. Remuneration should be reasonable, should be tied to performance of the contracted services and should not exceed fair market value in light of the nature of the services to be provided and the qualifications of the service provider. In no event may remuneration be based upon the volume or value of business generated by a service provider. You may not directly engage a federal government employee in consulting work or other outside services unless such employee first represents in writing that the relationship conforms with the federal agencies conflict of interest rules or otherwise provides documentation that his department or agency has approved the relationship.

*Educational, Research and Charitable Grants.* In furtherance of Roche's Corporate Principles it may be appropriate for U.S. Diagnostics companies to provide funding to entities engaged in legitimate educational activities, independent medical research, and charitable/philanthropic activities, provided that funding is not being provided, in whole or in part, for the purpose of unlawfully inducing or rewarding purchases or referrals by the recipient of the funding. Educational grants may be provided to companies engaged in the advancement of medical education and/or public education, except that such grants may not be provided to individual health care professionals and must be restricted to funding specified, bona fide programs. Research grants may be provided to support independent investigator-

initiated research with scientific merit. Charitable grants may be provided to bona fide charitable organizations to support legitimate charitable purposes; in rare instances it may be appropriate to provide a charitable donation to an individual engaged in genuine charitable activities for the support of a bona fide charitable mission, if such practice is permitted by your Company's local policies. All decisions to provide grants to clinical institutions or health care professionals should be made independent of sales personnel, and such grants should be documented in advance in an approved written agreement.

- Doing Business With Health Care Professionals Outside of the United States

In addition to acting in compliance with the laws, regulations and guidelines in the United States, employees must act in compliance with the laws, regulations and guidelines of any other country where a health care professional who is providing services, acting as an advisor, or presenting at an event or meeting, resides and/or works. This applies to all events to which a health care professional from a country other than the U.S. is invited or engaged to provide services by a representative of U.S. Diagnostics (whether by an employee of U.S. Diagnostics or an agent acting on the Company's behalf). Before making arrangements for engaging a non-U.S. health care professional, an employee should alert his or her manager and/or legal representative for appropriate review and approvals by Roche representatives who are knowledgeable about the laws, rules and regulations applicable to health care professionals in the relevant countries.

- Payments to U.S. government Officials or Personnel

In addition to the rules set forth above, no funds or assets may be

offered, paid, loaned, given or otherwise transferred in the form of a cash, gifts, entertainment or otherwise, directly or indirectly, to any U.S. government official or employee, or to any entity in which the government official or employee is known to have a material interest, unless approved by senior management and the Compliance Officer. This prohibition applies to the use of either the property or funds of U.S. Diagnostics as well as personal funds or assets. Such offers or payments are also not acceptable when made on behalf of U.S. Diagnostics by any consultants, advisors, suppliers, customers or other third parties.

### **Anti-Bribery/Anti-Corruption**

Many countries, including the United States, have specific laws prohibiting bribery of or corrupt offers in dealing with foreign government officials. Under the U.S. Foreign Corrupt Practices Act (the “FCPA”), for example, a company (including its shareholders, directors, agents, officers and employees) is prohibited from directly or indirectly offering, promising to pay, or authorizing the payment of money or anything of value to a foreign official, a foreign political party, a party official or a candidate for political office to influence official acts or decisions of that person or entity, to obtain or retain business, or to secure any improper advantage. A foreign official is an officer or employee of a non-U.S. government, government department, government agency, and certain international agencies, such as the World Bank or the United Nations, or any person acting in an official capacity on behalf of one of those entities. Officials of non-U.S. government-owned corporations and universities, as well as many healthcare institutions, are considered to be foreign officials.

The FCPA prohibits giving or offering to give “anything of value,” including cash, gifts or services. Over the years, many non-cash items have been the basis of criminal prosecutions, including inappropriate travel expenses, golf outings, automobiles, and loans with favorable interest rates or repayment terms. Indirect payments made through agents, contractors or other third parties are also prohibited. You may not avoid liability by “turning a blind eye” when circumstances indicate a potential violation of the FCPA.

The FCPA does allow for certain permissible payments to foreign officials. However, determining what is a permissible “facilitating” payment involves difficult legal judgments. Therefore, you must obtain permission from appropriate management and/or legal representatives before making any offer, payment or gift thought to be exempt from the FCPA.

### **Political Contributions and Activities**

Political contributions by companies are regulated by election laws. Therefore, any contribution of Company assets or services for political purposes is prohibited unless approved by appropriate management and/or legal representatives. This prohibition relates only to the use of corporate assets and is in no way intended to discourage individuals, independent of U.S. Diagnostics, from making personal contributions to or volunteering with political action committees, candidate campaigns or political parties of their choice.

One way for people working at U.S. Diagnostics to participate in the political process is by making contributions to Roche’s Good Government Committee (GGC). GGC is a voluntary, nonpartisan political

action committee formed for two reasons: 1) to encourage employee participation in the political process, and 2) to make contributions to qualified candidates for public office. Your decision to support the GGC is completely voluntary and does not affect your employment status at U.S. Diagnostics.

It is the policy of U.S. Diagnostics to comply with all applicable laws and regulations relating to lobbying or otherwise attempting to influence government officials. Lobbying activities can include communicating with any member or employee of a legislative branch of government for the

purpose of influencing legislation, communicating with certain government officials for the purpose of influencing government action, or engaging in research or other activities to support or prepare for such communication. Government officials often need timely, valid information upon which to base their decisions. U.S. Diagnostics may offer, through designated spokespersons, opinions on legislation that may affect the interests of U.S. Diagnostics, its employees or its customers. Therefore, before engaging in any lobbying activity relating to the Company or its business, you must notify and receive the approval of appropriate management and/or legal representatives.

## *Relationships With Colleagues*

### **Fair Employment Practices**

At the heart of our Human Resources philosophy is our full endorsement of equal employment opportunity. It is our policy and practice to ensure that our personnel decisions and activities do not discriminate against anyone on the grounds of sex, race, ethnicity, age, religion, creed, disability, sexual orientation, veteran status, marital status, citizenship, genetic information or any other characteristic protected by federal, state or local laws where U.S. Diagnostics operates. These principles apply to all aspects of the employment relationship including, but not limited to, hiring, promotion, assignments, discipline, termination and compensation.

It is the policy of U.S. Diagnostics that all employees should be able to work in an environment free from discrimination and/or workplace

harassment. Harassment may include severe or pervasive unwelcome verbal comments and/or physical or visual conduct, based upon a person's gender, race, age, color, religion, sexual orientation, marital status, national origin, mental or physical disability, veteran status, or any other characteristic protected by federal, state or local laws where U.S. Diagnostics operates, which has the effect of unreasonably interfering with an employee's work performance or creates a hostile or offensive work environment. We will not tolerate harassment of any employee, contract or contingency worker, vendor, customer or visitor by any person. If you believe you have been subjected to discrimination or harassment, report it immediately to your supervisor, the Human Resources Department, your legal representative, or the Compliance Officer or Ethics and Compliance Helpline.



Employees will not be subject to retaliation for reporting, in good faith, conduct which they believe violates these policies, or for participating in any investigation of a possible violation. Any employee who attempts to take, threatens to take, or takes retaliatory action against any employee reporting such conduct or participating in an investigation of an alleged violation, who refuses to cooperate with any investigation, or who submits facts known to be false, will be subject to disciplinary action, up to and including termination of employment.

### **Employee Privacy**

U.S. Diagnostics respects the confidentiality of certain employment records, including health information, as well as the privacy of your personal activities outside of business hours. U.S. Diagnostics collects and maintains personal information that relates to each employee, including medical and benefit information. Access to such personal information is limited to Company personnel with a need to know it for a legitimate business purpose. Employees who are responsible for maintaining personal information and those who are provided access to such information must only use and disclose such information in accordance with Company policies and applicable law.

We understand the need for balance between work and personal life, and encourage employees to pursue interests and activities outside the workplace. Personal interests and beliefs, however, must not be imposed on other employees or upon the Company. Personal statements you make in any forum, for example on the Internet, must not appear to represent the views of the Company.

### **Substance Use/Abuse**

U.S. Diagnostics is committed to providing a safe and productive work environment. Employees are expected to be fit to do their job each day. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance while on Company property or while performing services on behalf of U.S. Diagnostics is prohibited.

Alcohol use on Company property or at Company functions may be permitted only with the approval of a member of your organization's senior leadership team. At no time is an employee authorized to be under the influence of alcohol or drugs to the degree that it impairs judgment, performance or conduct.

### **Occupational Safety**

U.S. Diagnostics seeks to provide our people with a clean, safe and healthy work environment. To achieve that goal, everyone should understand the shared responsibilities of abiding by all safety rules and practices, taking the necessary precautions to protect oneself and coworkers, and reporting immediately any unsafe conditions, practices or accidents.

The purpose of the Occupational Safety and Health Act (OSHA) is to identify and eliminate dangerous conditions in the workplace. OSHA not only mandates specific standards, but also imposes a general responsibility on employers to provide employees a workplace that is free from recognized hazards that are likely to cause death or serious physical injury. Thousands of standards governing a broad range of subjects have been enacted as a result of OSHA. A few include

machine-guarding requirements, personal protective equipment requirements covering equipment ranging from guards to respirators, exposure standards for hundreds of hazardous materials, hearing conservation requirements and confined-space entry requirements. OSHA enforcement is handled by compliance officers of the U.S. Department of Labor's Occupational Safety and Health Administration, who are authorized to conduct unannounced inspections.

It is the practice of U.S. Diagnostics to conduct its business activities in a safe and healthy manner. All employees are required to comply with applicable laws, regulations, permits, orders, policies, practices and procedures. If you become aware of any unsafe condition, you should immediately report it to your supervisor.

### **Workplace Violence Prevention**

U.S. Diagnostics does not tolerate violence, threats of violence (verbal or physical), or other conduct that harms or threatens the safety of persons in the workplace. Firearms or weapons of any kind are not allowed in the workplace or at Company sponsored events. If you become aware of any instance of a threat or violence in the workplace, you should report it immediately to your supervisor, Human Resources, and/or site security.

### **Fair Labor Standards**

U.S. Diagnostics abides by all federal, state and local laws and regulations related to the working hours and conditions of its employees, including those related to pay practices, child labor, and meal and rest periods available to employees. Employees are expected to maintain accurate time and attendance records.

## *Relationships With Stakeholders, Suppliers and Other Third Parties*

### **Conflicts of Interest**

You should avoid situations where your personal interest could conflict with, or even appear to conflict with, the interests of Roche or U.S. Diagnostics. A conflict of interest exists when the possibility of direct or indirect personal gain (financial or otherwise) has the potential to interfere with objective judgments or actions and create conflicting

loyalties. Such conflicting loyalties could cause someone to give preference to personal or family interests in situations where responsibilities to the Company should come first. A conflict of interest also exists when you use your position, responsibilities or connection with U.S. Diagnostics for personal or family gain apart from the normal rewards of employment and compensation by U.S. Diagnostics.

It is important to remember that a conflict of interest is a situation, not a behavior. It is possible for a conflict of interest to exist in the absence of any misconduct. A conflict of interest is merely the potential for personal and professional interests to create conflicting loyalties.

Anytime you know or suspect that you may be involved in a potential conflict of interest situation, it is important that you disclose the potential or suspected conflict to your supervisor, your human resources representative, or your Company's compliance officer. He or she will work with you to determine whether a potential or actual conflict exists,

- Have a sexual or familial relationship with an employee in your direct reporting chain, or attempt to influence the performance rating, compensation, or other terms and conditions of employment for any person with whom you have a sexual or familial relationship.
- Have an interest in or relationship with an outside individual or company (for example, a supplier, vendor, agent, consultant, customer or competitor, or an officer or member of the board of directors of any such outside company), or with a person in a position to influence an outside individual or company, that is inherently unethical or that might:

### **You should avoid situations where your personal interest could conflict with, or even appear to conflict with, the interests of Roche.**

and in the event that both you and the Company determine that it is appropriate for you to continue both activities, to document that decision for protection of both you and the Company.

While it is not possible to address every situation in which a conflict of interest may arise, the following are guidelines that you should follow:

#### **Personal Financial Interest**

You should not take part, or exert any influence, in any action where your own interest may be in conflict with the best interests of Roche or U.S. Diagnostics. For example, you should not:

- Have an outside interest or other employment that affects the time or attention that you should devote to Company affairs, or prevents you from devoting your full abilities to the performance of your job duties.

- o Make possible personal gain or favor for you or your family due to your ability to influence dealings between U.S. Diagnostics and the outside individual or company.
- o Render you partial toward the outside individual or company for personal reasons, or affect your judgment in making sound business decisions solely in the best interests of the Company.
- o Place you or the Company in an embarrassing or ethically questionable position in the eyes of the public or adversely reflect on the integrity of the employee or the Company.
- o Have any interest or relationship, or act in a way, which is or may be detrimental to the best interests of the Company.
- o Use or let others use any confidential knowledge of the Company's activities for personal gain, or Company property or assets for unauthorized personal or family purposes.

Examples of specific situations which would ordinarily constitute a prohibited conflict of interest include:

- Holding an outside position with a competing organization or holding an outside position that impacts your ability to perform your work for U.S. Diagnostics.
- Conducting Company business with a family member or a business in which a family member has a significant role without disclosing the relationship and taking appropriate measures.
- Having a relatively substantial (either with respect to the enterprise invested in or to your net worth) personal or family investment in an enterprise that has business relationships with U.S. Diagnostics as either a supplier, consultant, agent, vendor, customer or competitor. (Normally, this does not prohibit the relatively insubstantial ownership of stock in public companies.)
- Receiving compensation as an employee, an officer, a member of the board of directors, or consultant; or accepting loans, cash, services or materials from a supplier, vendor, agent, consultant, customer or competitor of U.S. Diagnostics.
- Knowingly participating in or pursuing a business opportunity (including serving on the board of an outside organization) in which a U.S. Diagnostics company has a current or anticipated future interest.
- Knowingly participating in or pursuing a business opportunity that competes, directly or indirectly, or that is anticipated to compete in the future, with the business of a U.S. Diagnostics company.

### **Receipt of Gifts and Entertainment**

Even when gifts and entertainment are exchanged out of the purest motives of personal or professional friendship, they can be misunderstood or misconstrued. For example, gifts or entertainment

can appear to be attempts to influence a U.S. Diagnostics employee to direct Company business to a particular supplier. To avoid the actuality or the appearance of improper relationships with suppliers or potential suppliers, the following standards apply to the receipt of gifts and entertainment by U.S. Diagnostics employees:

- **Gifts** Employees may not ask for gifts, gratuities, or any other personal benefit or favor of any kind from a current or potential supplier, vendor, agent, consultant, customer or competitor of U.S. Diagnostics. Gifts include not only merchandise and products but also discounts on personal services and purchases (other than Company-approved employee discounts), use of facilities or equipment, loans, fees, favors, services, compensation or anything of monetary value. Employees may not accept gifts of money, including but not limited to an honorarium or any other payment in any situation where an employee is representing U.S. Diagnostics. Employees may only accept unsolicited non-monetary gifts provided they are items of nominal intrinsic value and do not go beyond common courtesy and accepted business practices. The value of any gift must not raise any questions of an obligation on the part of the recipient. Any gift of more than nominal intrinsic value must be returned. If in doubt as to the propriety of accepting an unsolicited gift, contact your supervisor or Compliance Officer for guidance.

Employees are strictly prohibited from accepting money, stock, gifts, securities, stock options, or other compensation, including but not limited to honoraria or other cash or in kind payments, in any situation where an employee is representing or providing services on behalf of U.S. Diagnostics or is already being paid or compensated by U.S. Diagnostics from the time or effort. Reimbursement from a third party

for reasonable travel or other expenses related to a legitimate business activity may be appropriate, provided that the activity for which the employee incurs such expenses and the expenses themselves are appropriate, and such expenses have been discussed with an employee's manager. However, if an employee is representing U.S. Diagnostics, reimbursement should be requested from U.S. Diagnostics and not from an outside organization.

From time to time, U.S. Diagnostics may establish programs for the benefits of its employees whereby discounts from vendors may be

- **Kickbacks and Rebates** Employees and their family may not directly or indirectly solicit, accept, retain, offer or give any form of unethical or illegal rebate, "kickback", "under-the-table" payment, bribe, or other improper payment, gift or favor in connection with the negotiation, purchase, lease or sale of goods or services by a U.S. Diagnostics company.
- **Travel and Business Meeting Expenses** In the course of business, certain expenses are incurred by employees that can be categorized as reimbursable. Employees are expected to use good judgment in the use

## **Employees may not encourage or solicit entertainment, gifts, gratuities, or other personal benefit or favor of any kind from any individual or company doing business with U.S. Diagnostics.**

offered. Such Company-approved programs are acceptable and do not violate this policy.

- **Entertainment** Employees may not encourage or solicit entertainment from any individual or company doing business with U.S. Diagnostics. Employees may accept unsolicited entertainment, but only if all the following conditions apply:
  - The entertainment occurs infrequently.
  - It arises out of the ordinary course of business.
  - It involves reasonable, not lavish, expenditures (the amounts involved should be of a nature you are normally accustomed to spending for your own business or personal entertainment).
  - The entertainment takes place in settings that also are reasonable, appropriate and fitting to U.S. Diagnostics employees, their hosts, and the business at hand.

of U.S. Diagnostics funds for these expenses. Meals without a proper business purpose, or "business" meals with other U.S. Diagnostics employees undertaken on a reciprocal basis, are not reimbursable.

You must comply with corporate, divisional and local travel and expense policies and procedures. Any falsification of names, events, amounts or other explanations, whether for personal gain or to deceive the person approving any expense report, is prohibited and may result in disciplinary action, up to and including the immediate termination of employment.

### **Outside Activities**

U.S. Diagnostics supports community service. However, as employees in a highly-regulated industry, it is important to be aware that even voluntary outside activities may raise concerns. It is important that an

employee speaks with his or her manager before engaging in any outside activities such as board memberships, committee work for professional organizations, and speaking at industry-related conferences. The following are guidelines designed to assist employees in addressing the most common situations. Employees or managers with questions regarding any of these should contact the Compliance Officer or Human Resources.

- Board Memberships Some employees may be asked to serve on boards of directors, scientific boards, or advisory boards of companies, foundations, governmental agencies, or trusts ("boards") of companies that are customers or potential customers or in which Roche holds an interest. U.S. Diagnostics employees may accept board memberships only after obtaining approvals, and under the conditions, as described below:
  - o For boards of commercial companies (whether or not Roche holds an interest), the board membership of the employee must be approved by the President and General Counsel of the employee's U.S. Diagnostics company, the head of Roche corporate Human Resources, and the Chief Executive Officer of the Roche Group.
  - o For boards of non-commercial, non-profit companies in which Roche holds an interest or which are involved in Roche's field of interest (healthcare, medical, hospital, diagnostics or pharmaceutical), or boards of any governmental or municipal authorities, the board membership of the employee must be approved by the President and General Counsel of the employee's U.S. Diagnostics company.
  - o For boards of non-commercial entities in which Roche holds no

interest, and which are not involved in Roche's field of interest (such as school boards, civic and charitable organizations, volunteer organizations), the board membership of the employee must be approved by the employee's most senior local manager.

Employees serving on any boards (whether or not approval was required), may not receive any form of compensation (cash, stock options, or other) for such service unless such compensation has been disclosed to and approved by the persons set forth above.

Where an employee is serving on a board at the request of Roche or to further Roche's interests, such services may be performed on Company time. In all other circumstances, employees must serve on their own time, and not during working hours unless vacation time is taken or the employee has obtained advance permission of his/her supervisor.

Roche employees serving on boards continue to be bound by their commitment to avoid conflicts of interest. In the event of a potential or actual conflict of interest, they must immediately disclose the conflict and avoid participating in decisions on the issue or matter in question. Further, such conflict must be disclosed to the Compliance Officer.

- Committee Work, Patient Advocacy Groups, Advisory Groups and/or Government Task Forces Employees may wish to participate in committees or subcommittees of professional or trade organizations, patient advocacy groups, advisory groups, government task forces, or other similar opportunities. The following are important considerations which an employee should discuss with his or her manager before participating:

- o The need for the employee to disclose his/her affiliation with U.S. Diagnostics to the organization in writing
- o The employee's ability to refrain from participating in discussions or decisions on issues that may be related to U.S. Diagnostics products or any Roche company
- o Whether or not U.S. Diagnostics provides any funding to the organization or whether such funding is expected
- o Privacy and confidentiality issues
- o The ability to avoid even the appearance of providing medical advice to a group or individual patients

Before removing property from Company premises, you must obtain permission from an authorized individual, unless the item is routinely used by you in conducting Company business (e.g., a laptop computer). Each business/functional area should establish guidelines governing who is authorized to grant such permissions.

- Corporate Records You must preserve the integrity of the U.S. Diagnostics record keeping systems at all times. All corporate records must be true, accurate and complete. Corporate records must be maintained in accordance with applicable laws and

### **Information is one of our most valuable assets and should be protected.**

- o Company non-solicitation and other relevant policies
- o The amount of time required
- o Assurances that no compensation will be provided or accepted

If questions arise about any of the above items, they should be directed to the Compliance Officer.

#### **Integrity of Corporate Property, Records and Confidential Information**

U.S. Diagnostics uses various types of property, equipment and materials to conduct its business. Theft or unauthorized personal use, removal, or destruction of Company property, equipment or materials is prohibited.

regulations, as well as applicable corporate, divisional and local policies and procedures, and must accurately reflect and be a fair presentation of the activity they record. Records also must be maintained in accordance with corporate policies and in a manner that reflects the nature and purpose of the activity. No false or misleading entries shall be made in the records, books and accounts of U.S. Diagnostics and no undisclosed or unrecorded fund, asset or account may be established or maintained for any reason. Falsification of corporate records is strictly prohibited and cause for disciplinary action up to, and including, the termination of employment. Corporate records include, but are not limited to: accounting or other financial records, manufacturing and production

records, laboratory notebooks, timecards or other time-reporting documents, travel and business meeting expense reports, electronic records and passwords.

The operational and financial results must be recorded in the books and accounts of U.S. Diagnostics in accordance with the requirements of law and applicable accounting procedures. All transactions must be executed only in accordance with management's authorization. No payment on behalf of a U.S. Diagnostics company shall be approved or made with the intention or understanding that any part of such payment is to be used for any purpose other than that described by the documents supporting the payment.

You must follow corporate, divisional and local policies regarding the retention, disposal or destruction of records and files. This requirement is necessary because laws and regulations require retention of certain records for various periods of time, particularly in the tax, personnel, health and safety, environment, contract and corporate areas. Furthermore, when litigation or an investigation is pending, relevant records must not be destroyed. Destruction or falsification of any potentially relevant document may lead to disciplinary action, and/or criminal prosecution for obstruction of justice or making false statements.

- **Confidential Information** Information is one of our most valuable assets and should be treated as such. In keeping with your

continuing obligation of confidentiality, you may not (either during or after employment) give or release any trade secret or proprietary or confidential information acquired during employment with U.S. Diagnostics to anyone not employed by Roche or to any other Roche employee not having a legitimate business need to know such secret or information unless authorized by management.

Trade secrets may consist of any information maintained in secrecy, including information used in our business to help U.S. Diagnostics gain a competitive advantage. Trade secrets, proprietary and confidential information do not necessarily have to be patentable or of a technical nature. Thus, confidential information also can include materials such as business research, new product plans, information received from a third party under confidentiality agreement, strategic plans, unpublished financial or pricing information, employee, customer and vendor lists, and customer and supplier information.

It is also the policy of U.S. Diagnostics that computer systems and related services be appropriately safeguarded to prevent accidental or intentional misuse or destruction of corporate information. Such misuse includes unauthorized attempts to gain access to a computer facility or system for non-business purposes and unauthorized copying or modification of software or data. Disclosure or misuse of trade secrets, proprietary or confidential information, or computer systems can be harmful to the Company and could be the basis for legal action against the person responsible for the unauthorized disclosure.



### **Insider Trading Prohibition**

Federal laws and Company policy prohibit an employee from buying or selling, or advising others to buy or sell any security (e.g., a stock or bond) of any company, including any Roche affiliate, whose securities are publicly traded while the employee is in possession of material information about the issuer not available to the general public. It is also illegal and against Company policy to disclose (or "tip") material, nonpublic information that has become known to the employee while conducting Roche Diagnostics business to another person who subsequently uses that information to buy or sell any security. These restrictions apply until the information has been publicly disclosed and adequately disseminated over a sufficient period of time so that the market has had a chance to react. Examples of sufficient public disclosure and dissemination include public filing with securities or regulatory authorities and issuance of press releases.

Whether information is "material" depends upon whether it would be important to an investor in determining whether to trade in the security. Information that may be considered material includes: financial results, earnings and financial projections, changes in dividends, significant acquisitions or divestitures, joint ventures and other purchases and sales of or investments in companies, obtaining or losing important contracts, information concerning significant scientific discoveries, important product developments, major litigation developments, and major changes in business direction. Other information, depending upon the circumstances, may also be material.

To ensure compliance with this policy, if you desire to buy or sell any security because of any information that you have learned in the course

of U.S. Diagnostics business, you should not buy or sell that security unless you are able to verify with your legal representative that such information is either not material or is available to the general public. Any purchases, sales or "tips" in violation of this practice by an employee will result in disciplinary action, up to and including termination of employment, and may result in civil or criminal sanctions.

### **Contracts**

It is the policy of U.S. Diagnostics that its Companies contracts receive appropriate legal, financial, and other review. Therefore, unless otherwise authorized, contracts must be submitted to the appropriate legal representative prior to signature and originals of the signed agreements must be sent to the Law Department. Only those employees who are properly authorized are permitted to complete or execute contracts on behalf of U.S. Diagnostics. Information regarding who is authorized to execute agreements may be obtained through department heads or the applicable Delegations of Authority Policy(ies). All of the terms and conditions of agreements entered into by U.S. Diagnostics, including those defining rights, obligations and liabilities, must be formally documented. Making business commitments outside of the formal contracting process through side deals or other side arrangements is unacceptable. All commitments must be visible to the Accounting and Finance groups so that the Company can ensure that all transactions are appropriately accounted for. If you are or become aware of any side deal or agreement made outside the formal contracting process, you should immediately report the matter to your manager, Human Resources, your legal representative or ethics and compliance department, or contact the Ethics and Compliance Helpline.

## **Suppliers and Vendors**

All purchases by U.S. Diagnostics must be made exclusively on the basis of quality, service, price and suitability. U.S. Diagnostics seeks to establish mutually beneficial, long-term relationships with its suppliers and vendors based on these principles. When U.S. Diagnostics makes a purchase, it will not favor firms that are its customers.

## **Respecting the Confidential Information of Other Parties**

You may not use improper means to acquire a competitor's trade secrets or confidential information. Many practices such as industrial espionage, trespassing, wiretapping and stealing are illegal. Also improper are other less obvious practices such as hiring a competitor's employees solely to obtain confidential information. Improper solicitation of confidential data from a competitor, customer, or their current or former employees is against U.S. Diagnostics practice and policy.

Information about other companies should be treated carefully. When working with sensitive information about other companies, you should use it only for legitimate business purposes and make it available only to those Company employees having a legitimate need to know. In presenting such information, you should disclose the identity of the organization or individuals only if disclosure is necessary for business reasons.

## ***Relationships With Our Communities and Society***

### **Marketing Practices and Antitrust**

The purpose of antitrust laws is to ensure a fair and competitive free market system. Thus, while U.S. Diagnostics competes vigorously in its many business activities, our efforts in the marketplace must be conducted in accordance with the letter and spirit of all applicable antitrust, competition and trade practice laws (collectively, "antitrust laws").

## **Third Parties With Multiple Relationships With U.S. Diagnostics Companies**

Many people and companies we deal with may have more than one type of relationship with U.S. Diagnostics. For example, a distributor may be both a customer and a competitor. Another organization may be both a supplier and customer. Some companies may even be suppliers, competitors, distributors, and customers of U.S. Diagnostics. In addition, U.S. Diagnostics has relationships with many other organizations, including banks and other financial institutions, manufacturers, maintenance companies and consultants who may compete with, buy from and/or sell to U.S. Diagnostics companies. In any dealings with third parties, it is important that you understand whether they have multiple relationships with U.S. Diagnostics Companies and the rules and policies governing such relationships.

We must always make our pricing decisions independently of our competitors. Unless U.S. Diagnostics pricing decisions are made in compliance with the antitrust laws, significant legal problems, both criminal and civil, may arise both for U.S. Diagnostics and the individuals involved. The exchange of sensitive information with competitors, such as product prices, profit margins or billing practices, can violate antitrust

laws. Activities that may be prohibited by antitrust laws include: price fixing; market and consumer allocation; group boycotts or refusals to deal; resale price maintenance; unlawful tying; unlawful exclusivity agreements; monopolization; price discrimination; unlawful termination of dealers, suppliers or distributors; and under certain circumstances, attempts to engage in many of these types of activity. Many antitrust violations are felonies and the responsible individuals may be fired, fined, and/or imprisoned.

If the intent or effect of any agreement or joint activity involving a U.S. Diagnostics company and another party is to reduce competition, it may be a violation of antitrust laws. Unlawful agreements need not take the form of a written contract or consist of express commitments or mutual assurances; courts can conclude an unlawful agreement exists based on "loose talk," informal discussions or the mere exchange between competitors of information from which pricing agreements or other collusion could result. Any communication with a competitor's representatives, no matter how harmless it may seem at the time, may later be subject to legal scrutiny and form the basis for accusations of improper or illegal conduct. You should conduct all relations with competitors, including social activities, as if they were completely in public view, because they may later be subject to probing examination and unfavorable interpretation.

In all contact with competitors, including trade association meetings, avoid discussing pricing terms and conditions, costs, inventories, marketing and product plans, market surveys and studies, production plans and capabilities, and any other proprietary or confidential information. Collaboration or discussion of these subjects with

competitors can be illegal. If a representative of a competitor raises any of them, even lightly or with apparent innocence, you should object, stop the conversation immediately, and tell the person that under no circumstances can you discuss these matters. If necessary, you should leave the meeting. You must immediately report such a meeting or any other discussion, action or transaction that may involve prohibited conduct, to the Compliance Officer or your legal representative.

The United States antitrust laws apply not only to conduct that takes place exclusively within the United States, but also to conduct that takes place outside the country, if the conduct has an effect on commerce within the United States. At a minimum, therefore, U.S. Diagnostics employees involved in business activities outside the United States should strictly avoid the same types of prohibited conduct described above and consult with an appropriate legal representative whenever they have any concerns about proposed conduct that may have an anti-competitive purpose or effect.

### **Import and Export Controls**

There are specific laws and regulations governing importing and exporting goods and products. These rules are especially important to know if your job involves the import or export of any item (including raw materials as well as finished products), particularly if your job involves processing, packing, shipping or receiving packages. All exports should be handled by the International Logistics department. Do not export finished products or raw materials via Federal Express or other carriers without the approval of International Logistics. U.S. Diagnostics expects all employees to comply with applicable laws and regulations regarding import and export, including regulations preventing U.S companies from

supporting or cooperating with unsanctioned boycotts of another country, and from doing business with certain restricted countries, entities and persons. If you are involved in any business transactions with parties outside the United States (other than U.S. Diagnostics affiliates), you must confirm that the proposed transaction is permissible.

### **Copyright and Computer Resource Compliance**

Most written materials, such as books, articles, magazines, drawings, computer software and photographs, are protected by copyright law. The absence of a copyright notice is not an indication of lack of copyright protection for any given work. Making unauthorized copies of copyrighted materials is a violation of U.S. Diagnostics policy and the law, and can subject you and U.S. Diagnostics to substantial penalties, including fines and imprisonment.

Computer software is also protected under copyright law against unauthorized copying, modification, distribution or display. Unauthorized copying of software (including downloading software from or uploading of software to the Internet) can expose both you and U.S. Diagnostics to civil and/or criminal liability. Accordingly, you should not make or distribute copies of any software (or user manuals) made available to you by the Company in the course of your employment, nor should you remove such software from Roche equipment or share it with anyone else, without permission from management. Furthermore, you should not use any Company computer equipment to download, upload or reproduce, or distribute copies of any other software unless you have been authorized to do so by management. This means, for example, that you should not load and operate on any Roche Diagnostics computer

any software that you have obtained for your personal use (e.g., games, personal finance software) unless you have been expressly authorized to do so by management.

U.S. Diagnostics has obtained an annual photocopy license from the Copyright Clearance Center (CCC) permitting us to make photocopies of portions of CCC's 1.75 million registered published works. The CCC license permits copies to be distributed to U.S. Diagnostics employees for internal use only. The list of CCC-registered works, including trade, newspaper and magazine titles, is available at [www.copyright.com](http://www.copyright.com). U.S. Diagnostics also has obtained a digital amendment to its CCC license that permits employees to download, e-mail and distribute excerpts from selected copyrighted works.

In addition, many automated databases and electronic bulletin boards that are accessible over computer networks contain material and information that may be protected by the copyright or trademark laws. You should not use any Company computer to download or upload such materials unless U.S. Diagnostics has permission to do so. For example, while you may access and obtain print copies of material from private databases and information services with which the Company has a license or other written agreement, you may not otherwise use Company computers to copy software, games or files (including music or video files) available on line.

All of these restrictions apply to your use of any portable computing or communications equipment (such as laptop computers, mobile electronic devices and cellular phones) provided to you by U.S. Diagnostics.



You should also be aware that U.S. Diagnostics' compliance policies, practices and procedures regarding all forms of harassment, discrimination, and other illegal conduct apply equally to conduct using Company computers and network facilities, including but not limited to e-mail, fax and voicemail. You may not post or transmit messages using any means of communication, including but not limited to text, e-mail, fax, phone, or voice-mail that contain language or statements that might be considered harassing, threatening, defamatory or obscene. Do not put into e-mail or voice-mail any messages or materials that you would not put in a letter or memorandum.

### **Responding to Inquiries From Persons Outside Roche**

If someone outside of Roche asks you questions about Roche, either directly or through another person, do not attempt to answer them unless you are certain you are authorized to do so. If you are not authorized, refer the person to the appropriate source within U.S. Diagnostics.

- Requests for information from the media or press should be directed to Corporate Communications.
- Inquiries from the Food and Drug Administration should be directed to Regulatory Compliance.
- Inquiries or requests from any other governmental agency, or from attorneys regarding legal matters, including legal submissions or filings, employment matters concerning current or former employees, litigation, hearings or investigations, should be directed to the Law Department.

### **Environmental Compliance**

Environmental protection is part of a long tradition at Roche and is well

integrated in all our activities as a matter of course. U.S. Diagnostics complies with principles of sustainable development and strives continuously for improvements.

U.S. Diagnostics recognizes its obligation as a corporate citizen to carry out its activities in ways that preserve and promote a clean, safe and healthful environment. All individuals must comply with applicable environmental laws and regulations, as well as the environmental policies, practices and procedures of U.S. Diagnostics. No employee of U.S. Diagnostics has authority to engage in conduct that does not comply with this practice or to authorize, direct, approve or condone such conduct by any other person.

U.S. Diagnostics is committed to maintaining sustainability by enhancing the conservation of energy and natural resources, preventing pollution, and disposing of waste through safe and responsible methods. We are committed to minimizing environmental risks by employing management programs, safe technologies, operating procedures, and emergency and response programs.

Failure to adhere to corporate, divisional and local environmental policies, practices and procedures can have serious consequences for the Company and the individuals involved, as well as the workforce and the communities in which we operate and live. Pollution resulting from manufacturing operations or the improper disposal of waste can be harmful to public health and the environment. It is the goal of U.S. Diagnostics to prevent pollution to the extent practicable through pollution prevention, recycling and state-of-the-art on-site and off-site treatment of waste.

Violators of pollution control and waste management laws and regulations are subject to civil penalties as high as tens of thousands of dollars per day. If such violations are committed knowingly or in some cases merely negligently, very large civil or criminal fines may be imposed on both U.S. Diagnostics and the individuals involved. Many of the criminal violations of the environmental laws are felonies and responsible individuals may be fined or imprisoned or both. All employees are required to cooperate in the U.S. Diagnostics environmental compliance program, as follows:

Each U.S. Diagnostics facility has established an emergency preparedness and response program and policies to report any spill or other unpermitted release of a hazardous substance, which each employee must follow. Each supervisor must immediately report any spill or other unpermitted release of hazardous substance to the Safety department and the Environmental Protection department. If an employee becomes aware of any violation or possible violation of any environmental law, regulation, permit or consent order, of any employee providing false information or data or bypassing any environmental control or monitoring device, or of any other violation or

### **Roche recognizes its obligations as a corporate citizen to carry out its activities in ways that preserve and promote a clean, safe and healthful environment.**

It is each individual's responsibility to ensure that his or her activities adhere to applicable environmental laws and regulations, and to all corporate, divisional and local policies, practices and procedures.

U.S. Diagnostics prohibits the entry of information known to be false on any governmental environmental form, on any monitoring report, or in response to any request for environmental information from any governmental agency. Tampering with or diluting samples, or otherwise providing false information about the results of sampling as well as intentionally failing to follow permit conditions or applicable protocols for collecting, sampling, testing, analyzing or recording of environmental data is also strictly prohibited. Bypassing any environmental control or monitoring device is strictly prohibited, except in an emergency situation or where specifically permitted by an appropriate governmental agency.

possible violation of Company environmental and safety policies, practices and procedures, such information must immediately be reported to the employee's supervisor and to the Environmental Protection department. Supervisors are also responsible for training and communicating all applicable rules and guidelines to each employee whose job affects environmental compliance.

#### **Research and Development Activities**

All U.S. Diagnostics research and development activities must comply fully with the requirements of Good Laboratory Practice (GLP), Good Clinical Practice (GCP), and all other applicable regulations of the Food and Drug Administration and other pertinent regulatory agencies.

If you are engaged in research or development activities, or laboratory control functions, you must maintain laboratory notebooks or other appropriate paper or electronic records as records of your activities. Each department with employees engaged in research and development activities similarly must maintain records of the laboratory notebooks and other record keeping methods in use or completed by employees within the department. Each area engaged in research or development activities must designate an individual with responsibility for keeping a registry of all such records in use or completed by any employee engaged in research or development activities within that area and must establish procedures for maintaining all such records.

Laboratory notebooks and records, and any separately held or associated ancillary data kept in the course of an employee's work for U.S. Diagnostics, are the property of the Company, not of the employee, and

remain the property of the Company after the employee has left the employ of U.S. Diagnostics.

At U.S. Diagnostics, we foster a research environment that prevents misconduct in research and that deals forthrightly with possible misconduct associated with research. Misconduct includes fabrication, falsification, plagiarism or other practices that seriously deviate from those that are commonly accepted within the scientific community. Misconduct does not include honest errors or honest differences in interpretation or judgment of data. Each area conducting scientific research should develop procedures for investigating and reporting instances of alleged or apparent misconduct involving research, research training, applications for support of research or research training, or related research activities, and for handling any finding of misconduct in science.

## *The U.S. Diagnostics Compliance Program*

### **Compliance Officer**

Each U.S. Diagnostics Company has designated a Chief Compliance Officer who is responsible for administering the implementation and execution of the Company's Compliance Program. The Compliance Officer is available to answer your questions about the Compliance Program as well as this Code of Conduct, and is accountable for working with other applicable functions to ensure implementation and administration of ethics and compliance initiatives and policies, the measurement of process outcomes and the continuous improvement of the Company's compliance program, and ensuring employee awareness of standards and policies.

### **Compliance Policies, Practices and Procedures**

Each U.S. Diagnostics Company has established numerous written compliance policies, practices and procedures that all employees are required to comply with and that are administered by various departments within the Company. These policies, practices and procedures are available to you by consulting your supervisor, the Company's intranet or the Compliance Officer.

### **Responsibilities of Supervisors**

If you are a supervisor, you are responsible for communicating the Code to your team, for ensuring that they understand it, and for creating a climate where employees can freely discuss ethical and legal issues. Copies of the Code also should be provided to persons and entities

retained and authorized to act on behalf of U.S. Diagnostics. You have the responsibility to develop training programs, provide ongoing functional expertise to support the administration of the Code and to monitor its effectiveness.

You must immediately report violations or alleged violations of this Code to the Compliance Officer. Violations of the Code by a supervisor include not only failing to comply with the Code, but also failing to detect, report and/or correct any offense by an employee.

satisfactory response, then you should contact the Compliance Officer, the Compliance Department, or, as appropriate, any other applicable department. You are required to report any conduct that involves an alleged violation of the Code even though you may not be directly involved in such conduct.

**If you are uncomfortable or unable to talk to your supervisor or a representative of one of the departments named above, you should call the Ethics and Compliance Helpline.** The Ethics and Compliance Helpline is a telephone service staffed by communications

## **It is your responsibility to become familiar with the Code and to abide by it.**

### **Seeking Guidance**

The Code cannot provide definitive answers to all questions, and employees should seek guidance when uncertain about what to do in adhering to U.S. Diagnostics' high standards. In most instances, an employee should bring questions concerning the Code to the attention of his or her supervisor. On the other hand, any employee may request the assistance and advice of any other applicable department or the Compliance Officer, or may call the Ethics and Compliance Helpline for assistance.

### **Reporting Alleged Violations**

If you know of or suspect any conduct that may involve a violation of the Code, you must immediately advise your supervisor. If you are uncomfortable talking to your supervisor or you do not receive a

specialists 24 hours a day, 365 days a year. If you call the Helpline, you will be given the option to report information anonymously.

**The telephone number for the Ethics and Compliance Helpline is  
1-866-313-9356.**

Any supervisor or department receiving a report of any alleged violation of the Code must immediately report the incident to the Compliance Officer. Reports may be made orally, but it is preferred that they be in writing. Reports of alleged violations, whether delivered in writing or communicated orally, should include:

- The name of the alleged wrongdoer(s) and his or her place of employment;
- A detailed description of the alleged violation;
- The names of other individuals (whether or not U.S. Diagnostics

- employees) who know about, but did not participate in, the alleged violation; and
- A description of and the availability and location of documents and written materials relating to the alleged violation, if any.

You are encouraged to give your name, place of employment and a telephone number or address where you can be reached, although reports may be made anonymously. You should not disclose an alleged violation to any third party.

### **Protection of a Reporting Employee**

You will not be punished for reporting, in good faith, conduct which you believe violates the Code. Any person who retaliates (or attempts to retaliate) against any person reporting such conduct, or who submits facts known to be false, will be subject to disciplinary action up to and including termination of employment.

### **Investigation, Audits and Reviews**

All reported violations will be promptly investigated and will be treated confidentially to the extent possible. If you report a violation, it is important that you do not conduct your own preliminary investigation. Investigations of alleged violations may involve complex legal issues. Acting on your own may compromise the integrity of an investigation and adversely affect both you and the Company.

You must cooperate fully with anyone who conducts any investigation, audit, inquiry or other review on behalf of U.S. Diagnostics. You have a responsibility to provide complete and truthful answers to all questions posed to you by U.S. Diagnostics representatives and not withhold

pertinent information in the course of investigations, audits and reviews. Employees who fail to cooperate or knowingly providing false information in the course of an investigation, audit, or review, will be subject to disciplinary action, up to and including the termination of employment.

### **Discipline for Violations**

U.S. Diagnostics intends to prevent conduct not in compliance with the Code and to stop any such conduct that may occur as soon as possible after its discovery. Individuals who violate the Code, or any other Company policy, may be subject to disciplinary action up to and including termination of employment. In addition, disciplinary measures will apply to any supervisor who directs or approves infractions, or has knowledge of them and does not move promptly to correct them in accordance with the Code

### **Due Diligence in Delegation of Authority**

Any employee who is delegated authority or responsibility to act on behalf of U.S. Diagnostics must be familiar with the provisions of the Code. Supervisors must be careful not to delegate authority and responsibility to act on behalf of U.S. Diagnostics to employees, or to persons or entities retained and authorized to act on behalf of U.S. Diagnostics, who are known to have a tendency or inclination to engage in, condone or authorize others to engage in unlawful conduct or unethical activities. Before delegating responsibility, supervisors must consider a person's prior history of business conduct and behavior.

### **Other Policies, Practices and Procedures**

This Code is intended to reaffirm the longstanding commitment of the

Roche Group to ethical conduct and compliance and to establish a framework for U.S. Diagnostics compliance programs and guidance for its employees. It is not intended to replace individual departmental authority or responsibilities or any of the other policies, practices or procedures of the Company that also are designed to achieve compliance, all of which continue to be part of the overall U.S. Diagnostics compliance program.

This Code of Conduct is not a contract. Nothing in this Code of Conduct is intended as a promise of any kind. This Code of Conduct does not change the “at will” employment relationship between U.S. Diagnostics companies and their employees. The Company, at its discretion, may change or withdraw any policy, practice and procedure, at any time for any reason.

The Code is not intended to alter the at-will employment relationship or to create a contract between an employee and a U.S. Diagnostics Company. This means that the employment relationship may be terminated by U.S. Diagnostics or its employees at any time, with or without cause and with or without advance notice.

*Srilatha Guduri*  
Srilatha Guduri (Mar 12, 2018)

Srilatha Guduri

Mar 12, 2018

## **Appendix**

*Code of Ethics on Interactions With Health Care Professionals  
Adopted by the Advanced Medical Technology Association (“AdvaMed Code”)  
Revised and Restated Effective July 1, 2009*

## I. Preamble: Goal and Scope of AdvaMed Code

The Advanced Medical Technology Association (“AdvaMed”) represents companies that develop, produce, manufacture, and market medical products, technologies and related services and therapies used to diagnose, treat, monitor, manage and alleviate health conditions and disabilities (“Medical Technologies”) in order to enable patients to live longer and healthier lives (collectively “Companies, and individually Company”). AdvaMed is dedicated to the advancement of medical science, the improvement of patient care, and, in particular, the contributions that high quality, innovative Medical Technologies make toward achieving these goals. AdvaMed recognizes the obligation to facilitate ethical interactions between Companies and those individuals or entities involved in the provision of health care services and/or items to patients, which purchase, lease, recommend, use, arrange for the purchase or lease of, or prescribe Companies’ Medical Technologies in the United States (“Health Care Professionals”).

**Medical Technologies** Medical Technologies are often highly dependent upon “hands on” Health Care Professional interaction from beginning to end unlike drugs and biologics, which act on the human body by pharmacological, immunological or metabolic means. For example, implantable Medical Technologies are often placed in the human body to replace or strengthen a body part. Surgical Medical Technologies often serve as extensions of a physician’s hands. In other circumstances, Medical Technologies are non-invasive reagents, instrumentation and/or software to aid in the diagnosis, monitoring and treatment decisions made by Health Care Professionals. Some Medical Technologies work synergistically with other technologies, or are paired with other products that deploy devices in the safest and most effective manner. Many Medical Technologies require technical support during and after deployment.

**Interactions with Health Care Professionals** The scope of beneficial interactions between Health Care Professionals and Companies is broad and includes interactions intended to:

- *Promote the Advancement of Medical Technologies.* Developing and improving cutting edge Medical Technologies are collaborative processes between Companies and Health Care Professionals.

Innovation and creativity are essential to the development and evolution of Medical Technologies, which often occur outside a Company’s laboratory.

- *Enhance the Safe and Effective Use of Medical Technologies.* The safe and effective use of sophisticated electronic, in vitro diagnostic, surgical, or other Medical Technologies often requires Companies to provide Health Care Professionals appropriate instruction, education, training, service and technical support. Regulators often require this type of training as a condition of product approval.
- *Encourage Research and Education.* Companies support of bona fide medical research, education, and enhancement of professional skills improves patient safety and increases access to Medical Technologies.
- *Foster Charitable Donations and Giving.* Companies make monetary and Medical Technology donations for charitable purposes, such as supporting indigent care, as well as patient and public education. This increases access to-as well as the quality of-care and treatment in patient populations that may not otherwise be reached.

**The Purpose of the Code of Ethics** AdvaMed recognizes that Health Care Professional’s first duty is to act in the best interests of patients. Companies can serve the interests of patients through beneficial collaborations with Health Care Professionals. To ensure that these collaborative relationships meet high ethical standards, they must be conducted with appropriate transparency and in compliance with applicable laws, regulations and government guidance. AdvaMed recognizes the obligation to facilitate ethical interactions between Companies and Health Care Professionals in order to ensure that medical decisions are based on the best interests of the patient. The ethical principles that govern these interactions are the subject of this Code of Ethics.<sup>1</sup> To that end, AdvaMed restates and amends its Code of Ethics and Frequently Asked Questions (collectively “Code of Ethics” or “Code”), effective July 1, 2009.

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<sup>1</sup> The principles of the Code are derived from a variety of authorities, including the federal Anti-kickback Statute. Throughout the Code, we refer to the concept of an “unlawful inducement” to reflect Anti-kickback Statute prohibitions.

## *II. Code of Ethics Compliance*

All Companies are strongly encouraged to adopt this Code and to implement an effective compliance program - one which includes policies and procedures that foster compliance with the Code with respect to their interactions with Health Care Professionals related to Medical Technologies. A Company that adopts the Code is strongly encouraged to submit to AdvaMed an annual certification that the Company has adopted the Code and has implemented an effective compliance program. This certification must be signed by the Company's Chief Executive Officer and Chief Compliance Officer or individuals with equivalent responsibilities within the certifying Company. AdvaMed will publish on its website a list of those Companies that have submitted the annual certification.

Companies that are AdvaMed members shall, and Companies that are non-members may, supply contact information for the Company's Compliance Department or an anonymous hotline to facilitate reporting of possible violations of the Code. AdvaMed will publish on its website the contact information supplied by each such Company.

Companies are strongly encouraged to follow the seven elements of an effective compliance program, appropriately tailored for each Company, namely: (1) implementing written policies and procedures; (2) designating a compliance officer and compliance committee; (3) conducting effective training and education; (4) developing effective lines of communication

(including an anonymous reporting function); (5) conducting internal monitoring and auditing; (6) enforcing standards through well-publicized disciplinary guidelines; and (7) responding promptly to detected problems and undertaking corrective action.

*Note:* This Amended and Restated Code supersedes and replaces all previous AdvaMed Codes of Ethics. Companies adopting this Code shall communicate the principles of this Code to their employees, agents, dealers and distributors with the expectation that they will adhere to this Code. All Companies have an independent obligation to ensure that their interactions with Health Care Professionals comply with all applicable laws and regulations. The information provided by the Department of Health and Human Services, Office of Inspector General ("OIG"), as well as applicable laws or regulations, may provide more specificity than this Code, and Companies should address any additional questions to their own attorneys. This Code of Ethics is intended to facilitate ethical behavior, and is not intended to be, nor should it be, construed as legal advice. The Code is not intended to define or create legal rights, standards or obligations. Any interpretation of the provisions of this Code, as well as Companies interactions with Health Care Professionals not specifically addressed in this Code, should be made in light of the following principle: Companies shall encourage ethical business practices and socially responsible industry conduct and shall not engage in any unlawful inducement.

## *III. Company-Conducted Product Training and Education*

Companies have a responsibility to make training and education on their products and Medical Technologies available to Health Care Professionals. Companies may also provide education to Health Care Professionals. "Training" means training on the safe and effective use of Medical Technologies. "Education" means communicating information directly

concerning or associated with the use of Companies Medical Technologies, e.g., information about disease states and the benefits of Medical Technologies to certain patient populations. Training and Education programs include, but are not limited to, "hands On" training sessions, cadaver workshops, lectures and presentations, and grand rounds. In fact, the U.S.

Food and Drug Administration mandates training and education to facilitate the safe and effective use of certain Medical Technologies. Companies should adhere to the following principles when conducting training and education programs concerning Medical Technologies for Health Care Professionals:

- Programs and events should be conducted in settings that are conducive to the effective transmission of information. These may include clinical, educational, conference, or other settings, such as hotels or other commercially available meeting facilities. In some cases, it may be appropriate for a Company representative to provide training and education at the Health Care Professionals location.
- Programs providing “hands on” training on Medical Technologies should be held at training facilities, medical institutions, laboratories, or other appropriate facilities. The training staff used by the Company should have

the proper qualifications and expertise to conduct such training. Training staff may include qualified field sales employees who have the technical expertise necessary to perform the training.

- Companies may provide Health Care Professional attendees with modest meals and refreshments in connection with these programs. Any such meals and refreshments should be modest in value and subordinate in time and focus to the training and/or educational purpose of the meeting.
- Where there are objective reasons to support the need for out-of-town travel to efficiently deliver Training and Education on Medical Technologies, Companies may pay for reasonable travel and modest lodging costs of the attending Health Care Professionals. It is not appropriate for Companies to pay for the meals, refreshments, travel, or other expenses for guests of Health Care Professionals or for any other person who does not have a *bona fide* professional interest in the information being shared at the meeting.

## *IV. Supporting Third-Party Educational Conferences*

*Bona fide* independent, educational, scientific, and policymaking conferences promote scientific knowledge, medical advancement and the delivery of effective health care. These typically include conferences sponsored by national, regional, or specialty medical associations and conferences sponsored by accredited continuing medical education providers. Companies may support these conferences in various ways:

**Conference Grants.** Companies may provide a grant to the conference sponsor to reduce conference costs. They may also provide grants to a training institution or the conference sponsor to allow attendance by medical students, residents, fellows, and others who are Health Care Professionals in

training. Companies may provide grants when: (1) the gathering is primarily dedicated to promoting objective scientific and educational activities and discourse; and (2) the training institution or the conference sponsor selects the attending Health Care Professionals who are in training. Such grants should be paid only to organizations with a genuine educational function and may be used to reimburse only the legitimate expenses for *bona fide* educational activities. Such grants also should be consistent with applicable standards established by the conference sponsor and any body accrediting the educational activity. The conference sponsor should independently control and be responsible for the selection of program content, faculty, educational methods, and materials.

**Conference Meals and Refreshments.** Companies may provide funding to the conference sponsor to support the provision of meals and refreshments to conference attendees. Also, Companies themselves may provide meals and refreshments for Health Care Professional attendees if such meals and refreshments are provided: (1) to all Health Care Professional attendees (with the limited exception noted below), and (2) in a manner that is consistent with applicable standards established by the conference sponsor and the body accrediting the educational activity. Meals and refreshments may be provided to fewer than all Health Care Professional attendees if the Company providing such meals and refreshments satisfies all other principles related to meals set forth in Section VIII. Any meals and refreshments should be

modest in value, subordinate in time and focus to the purpose of the conference, and clearly separate from the continuing medical education portion of the conference.

**Faculty Expenses.** Companies may make grants to conference sponsors for reasonable honoraria, travel, lodging, and modest meals for Health Care Professionals who are bona fide conference faculty members.

**Advertisements and Demonstration.** Companies may purchase advertisements and lease booth space for Company displays at conferences.

## V. *Sales, and Promotional, and other Business Meetings*

Companies may conduct sales, promotional, and other business meetings with Health Care Professionals to discuss, for example, Medical Technology features, sales terms, or contracts. Often, these meetings occur close to the Health Care Professionals place of business. It is appropriate to pay for reasonable travel costs of attendees when necessary (e.g., for plant tours or demonstrations of non-portable equipment) and/or to provide occasional

modest meals and refreshments in connection with such meetings. However, it is not appropriate to pay for meals, refreshments, travel, or lodging of guests of Health Care Professionals or any other person who does not have a bona fide professional interest in the information being shared at the meeting. See Section VIII for additional principles related to the provision of meals associated with Health Care Professional business interactions.

## VI. *Consulting Arrangements with Health Care Professionals*

Companies engage Health Care Professionals to provide a wide-range of valuable, *bona fide* consulting services through various types of arrangements, such as contracts for research, product development, development and/or transfer of intellectual property, marketing, participation on advisory boards, presentations at Company-sponsored training and other services. Companies may pay consultants fair market value compensation for performing these types of services, provided that they are intended to fulfill a

legitimate business need and do not constitute an unlawful inducement. Companies should comply with the following standards in connection with consulting arrangements with Health Care Professionals:

- Consulting agreements should be written and describe all services to be provided. When a Company contracts with a consultant to conduct clinical research services, there should also be a written research protocol.

- Consulting arrangements should be entered into only where a legitimate need for the services is identified in advance and documented.
- Selection of a consultant should be made on the basis of the consultant's qualifications and expertise to meet the defined need.
- Compensation paid to a consultant should be consistent with fair market value in an arm's length transaction for the services provided and should not be based on the volume or value of the consultant's past, present or anticipated business.
- A Company may pay for documented, reasonable and actual expenses incurred by a consultant that are necessary to carry out the consulting arrangement, such as costs for travel, modest meals, and lodging.
- The venue and circumstances for Company meetings with consultants should be appropriate to the subject matter of the consultation. These meetings should be conducted in clinical, educational, conference, or other settings, including hotel or other commercially available meeting facilities, conducive to the effective exchange of information.
- Company-sponsored meals and refreshments provided in conjunction with a consultant meeting should be modest in value and should be subordinate in time and focus to the primary purpose of the meeting. Companies should not provide recreation or entertainment in conjunction with these meetings.
- A Company's sales personnel may provide input about the suitability of a proposed consultant, but sales personnel should not control or unduly influence the decision to engage a particular Health Care Professional as a consultant. Companies should consider implementing appropriate procedures to monitor compliance with this section.

**Provisions on Payment of Royalties.** Arrangements involving the payment of royalties to a Health Care Professional should meet the contractual standards set forth above. Health Care Professionals, acting individually or as part of a group in which they are an active participant, often make valuable contributions that improve products or Medical Technologies. They may develop intellectual property, for example, patents, trade secrets, or know-how, under a product or technology development or intellectual property licensing agreement. A Company should enter into a royalty arrangement with a Health Care Professional only where the Health Care Professional is expected to make or has made a novel, significant, or innovative contribution to, for example, the development of a product, technology, process, or method. A significant contribution by an individual or group, if it is the basis for compensation, should be appropriately documented.

The calculation of royalties payable to a Health Care Professional in exchange for Intellectual Property should be based on factors that preserve the objectivity of medical decision-making and avoid the potential for improper influence. For example, royalties paid in exchange for Intellectual Property should not be conditioned on: (1) a requirement that the Health Care Professional purchase, order or recommend any product or medical technology of the Company or any product or technology produced as a result of the development project; or (2) a requirement to market the product or medical technology upon commercialization. (Companies may, however, elect to enter into separate consulting agreements with Health Care Professionals for marketing services if such services meet the requirements set forth in this Section VI above.) Companies are strongly encouraged to consider whether it is appropriate and practicable to exclude from the calculation of royalties the number of units purchased, used, or ordered by the Health Care Professional and/or members of the Health Care Professionals practice.

## VII. Prohibition on Entertainment and Recreation

Company interactions with Health Care Professionals should be professional in nature and should facilitate the exchange of medical or scientific information that will benefit patient care. To ensure the appropriate focus on an educational and/or informational exchange and to avoid the appearance of impropriety, a Company should not provide or pay for any entertainment or recreational event or activity for any non-employee Health Care

Professional. Such activities include, for example, theater, sporting events, golf, skiing, hunting, sporting equipment, and leisure or vacation trips. Such entertainment or recreational events, activities, or items should not be provided, regardless of: (1) their value; (2) whether the Company engages the Health Care Professional as a speaker or consultant; or (3) whether the entertainment or recreation is secondary to an educational purpose.

## VIII. Modest Meals Associated with Health Care Professional Business Interactions

A Company's business interactions with Health Care Professionals may involve the presentation of scientific, educational, or business information and include, but are not limited to, the different types of interactions described in Sections III through VI of this Code of Ethics. Such exchanges may be productive and efficient when conducted in conjunction with meals. Accordingly, modest meals may be provided as an occasional business courtesy consistent with the limitations in this section.

**Purpose.** The meal should be incidental to the *bona fide* presentation of scientific, educational, or business information and provided in a manner conducive to the presentation of such information. The meal should not be part of an entertainment or recreational event.

**Setting and Location.** Meals should be in a setting that is conducive to *bona fide* scientific, educational, or business discussions. Meals may occur at the Health Care Professional's place of business. However, in some cases the place of business may be a patient care setting that is not available for, or conducive to, such scientific, educational, or business discussions. In other cases, it may be impractical or inappropriate to provide meals at the Health Care Professional's place of business, for example, (1) where the Medical Technology cannot easily be transported to the Health Care Professional's

location, (2) when it is necessary to discuss confidential product development or improvement information, or (3) where a private space cannot be obtained onsite.

**Participants.** A Company may provide a meal only to Health Care Professionals who actually attend the meeting. A Company may not provide a meal for an entire office staff where everyone does not attend the meeting. A Company also may not provide a meal where its representative is not present (such as a "dine & dash" program). A Company may not pay for meals for guests of Health Care Professionals or for any other person who does not have a *bona fide* professional interest in the information being shared at the meeting.

**Other principles.** Depending on the type of business interaction or meeting, additional principles may apply, as described in other sections of this Code of Ethics. Specifically:

- Section III: Company-Conducted Product Training and Education.
- Section IV: Supporting Third-Party Educational Conferences.
- Section V: Sales, Promotional, and Other Business Meetings.
- Section VI: Consulting Arrangements with Health Care Professionals.

## *IX. Educational Items; Prohibition on Gifts*

A Company occasionally may provide items to Health Care Professionals that benefit patients or serve a genuine educational function for Health Care Professionals. Other than medical textbooks or anatomical models used for educational purposes, any such item should have a fair market value of less than \$100. A Company may not provide items that are capable of use by the Health Care Professional (or his or her family members, office staff or friends) for noneducational or non-patient-related purposes, for example, a DVD player or MP3 player/I-Pod.

A Company may not give Health Care Professionals any type of non-educational branded promotional items, even if the item is of minimal value

and related to the Health Care Professionals work or for the benefit of patients. Examples of non-educational branded promotional items include pens, notepads, mugs, and other items that have a Company's name, logo, or the name or logo of one of its Medical Technologies. Companies also may not provide Health Care Professionals with gifts such as cookies, wine, flowers, chocolates, gift baskets, holiday gifts or cash or cash equivalents.

This section is not intended to address the legitimate practice of providing products for evaluation and demonstration purposes, which is addressed in Section XII.

## *X. Provision of Coverage, Reimbursement and Health Economics Information*

As Medical Technologies have become increasingly complex, so have payor coverage and reimbursement policies. Patient access to necessary Medical Technology may be dependent on Health Care Professionals and/or patients having timely and complete coverage, reimbursement, and health economic information. Consequently, a Company may provide such information regarding its Medical Technologies if it is accurate and objective. A Company also may collaborate with Health Care Professionals, patients and organizations representing their interests, to achieve government and commercial payor coverage decisions, guidelines, policies, and adequate reimbursement levels that allow patients to access its Medical Technologies.

Permissible activities involving the provision of coverage, reimbursement and health economic information may include, but are not limited to:

- Identifying the clinical value of the Company's Medical Technologies and the services and procedures in which they are used when providing coverage, reimbursement and health economics information and materials to Health Care Professionals, professional organizations, patient organizations, and payors.

- Collaborating with Health Care Professionals, their professional organizations, and patient groups to conduct joint advocacy on coverage, reimbursement and health economics issues; supporting Health Care Professionals and their professional organizations in developing materials and otherwise providing direct or indirect input into payor coverage and reimbursement policies.
- Promoting accurate Medicare and other payor claims by providing accurate and objective information and materials to Health Care Professionals regarding the Company's Medical Technologies, including identifying coverage, codes and billing options that may apply to those Medical Technologies or the services and procedures in which they are used.
- Providing accurate and objective information about the economically efficient use of the Company's Medical Technologies, including where and how they can be used within the continuum of care.
- Providing information related to the Company's Medical Technologies regarding available reimbursement revenues and associated costs.

- Providing information relating to changes in coverage or reimbursement amounts, methodologies and policies and the effects of such changes in order to facilitate a Health Care Professional's decision to buy or use the Company's Medical Technologies.
- Providing accurate and objective information designed to offer technical or other support intended to aid in the appropriate and efficient use or installation of the Company's Medical Technologies.
- Facilitating patient access to the Company's Medical Technologies by providing Health Care Professionals with assistance in obtaining patient coverage decisions from payors. This assistance may include providing information and/or training on payor policies and procedures for obtaining prior authorization, and providing sample letters and information on medical necessity and appeals of denied claims. In addition, at the request of a Health Care Professional to facilitate patient access to the Company's

Medical Technology, and subject to appropriate privacy safeguards, the Company may assist the patient by facilitating the preparation and submission of requests for coverage determinations, prior authorizations, pre-certifications and appeals of denied claims, relating to a Company's own Medical Technology; however such assistance should not be provided as an unlawful inducement.

A Company may not interfere with a Health Care Professional's independent clinical decision-making or provide coverage, reimbursement and health economics support as an unlawful inducement. For example, a Company should not provide free services that eliminate an overhead or other expense that a Health Care Professional would otherwise of business prudence or necessity have incurred as part of its business operations if doing so would amount to an unlawful inducement. Further, a Company should not suggest mechanisms for billing for services that are not medically necessary, or for engaging in fraudulent practices to achieve inappropriate payment.

## *XI. Research and Educational Grants and Charitable Donations*

A Company may provide research and educational grants and charitable donations. However, a Company may not provide such grants or donations as an unlawful inducement. Therefore, a Company should: (a) adopt objective criteria for providing such grants and donations that do not take into account the volume or value of purchases made by, or anticipated from, the recipient; (b) implement appropriate procedures to ensure that such grants and donations are not used as an unlawful inducement; and (c) ensure that all such grants and donations are appropriately documented. A Company's sales personnel may provide input about the suitability of a proposed grant or charitable donation recipient or program, but sales personnel should not control or unduly influence the decision of whether a particular Health Care Professional or institution will receive a grant or donation or the amount of such grant or donation. Companies should

consider implementing procedures to monitor compliance with this section.

**Research Grants.** Research provides valuable scientific and clinical information, improves clinical care, leads to promising new treatments, promotes improved delivery of health care, and otherwise benefits patients. In furtherance of these objectives, a Company may provide research grants to support independent medical research with scientific merit. Such activities should have well-defined objectives and milestones and may not be linked directly or indirectly to the purchase of Medical Technologies. Company-initiated or directed research involving a Company's Medical Technologies (such as clinical study agreements) is addressed separately in Section VI.

**Educational Grants.** Educational grants may be provided for legitimate purposes, including, but not limited to, the examples below. As noted in Section IV, a Company may make educational grants to conference sponsors or training institutions. A Company may not make educational grants to individual Health Care Professionals.

- *Advancement of Medical Education.* A Company may make grants to support the genuine medical education of medical students, residents, and fellows participating in fellowship programs that are charitable or have an academic affiliation, or other medical personnel. (For additional considerations regarding educational grants, see Section IV.)
- *Public Education.* A Company may make grants for the purpose of supporting education of patients or the public about important health care topics.

**Charitable Donations.** A Company may make monetary or Medical Technology donations for charitable purposes, such as supporting indigent care, patient education, public education, or the sponsorship of events where the proceeds are intended for charitable purposes. Donations should be motivated by *bona fide* charitable purposes and should be made only to *bona fide* charitable organizations or, in rare instances, to individuals engaged in genuine charitable activities for the support of a *bona fide* charitable mission. Companies should exercise diligence to ensure the *bona fide* nature of the charitable organization or charitable mission.

## XII. Evaluation and Demonstration Products

Providing products to Health Care Professionals at no charge for evaluation or demonstration purposes can benefit patients in many ways. These benefits include improving patient care, facilitating the safe and effective use of products, improving patient awareness, and educating Health Care Professional regarding the use of products. Under certain circumstances described below, a Company may provide reasonable quantities of products to Health Care Professionals at no charge for evaluation and demonstration purposes.

This section is limited to providing evaluation and demonstration products only and is not intended to address any other arrangement. Company

products that may be provided to Health Care Professionals for evaluation include single use (e.g., consumable or disposable products) and multiple use products (sometimes referred to as “capital equipment”). These products may be provided at no charge to allow Health Care Professionals to assess the appropriate use and functionality of the product and determine whether and when to use, order, purchase, or recommend the product in the future. Company products provided for evaluation are typically expected to be used in patient care.

**Single Use/Consumables/Disposables.** The number of single use products provided at no charge should not exceed the amount reasonably

necessary for the adequate evaluation of the products under the circumstances.

**Multiple Use/Capital.** Multiple use products provided without transfer of title for evaluation purposes should be furnished only for a period of time that is reasonable under the circumstances to allow an adequate evaluation. The terms of an evaluation of such multiple use products should be set in advance in writing. Companies should retain title to such multiple use products during the evaluation period and should have a process in place for promptly removing such multiple use products from the Health Care Professional's location at the conclusion of the evaluation period unless the Health Care Professional purchases or leases the products.

**Demonstration.** Company demonstration products are typically unsterilized single use products or mock-ups of such products that are used for Health Care Professional and patient awareness, education, and training. For example, a Health Care Professional may use a demonstration product to show a patient the type of device that will be implanted in the patient. Demonstration products typically are not intended to be used in patient care. Demonstration products also are typically identified as not intended for patient use by use of such designations as "Sample," "Not for Human Use," or other suitable designation on the product, the product packaging, and/or documentation that accompanies the product.

A Company should provide Health Care Professionals with documentation and disclosure regarding the no-charge status of evaluation and demonstration products.

- The principles of the Code are derived from a variety of authorities, including the federal Anti-kickback Statute. Throughout the Code, we refer to the concept of an "unlawful inducement" to reflect Anti-kickback Statute prohibitions.

Additional guidance on the AdvaMed Code of Ethics on Interactions with Health Care Professionals can be obtained through the Compliance Officer. Also, AdvaMed has produced frequently asked questions regarding the Code which can be found at: [www.advamed.com](http://www.advamed.com).

- The principles of the Code are derived from a variety of authorities, including the federal Anti-kickback Statute. Throughout the Code, we refer to the concept of an "unlawful inducement" to reflect Anti-kickback Statute prohibitions.

Additional guidance on the AdvaMed Code of Ethics on Interactions with Health Care Professionals can be obtained through the Compliance Officer. Also, AdvaMed has produced frequently asked questions regarding the Code which can be found at: [www.advamed.com](http://www.advamed.com).

# *Notes*

*Srilatha Guduri*  
Srilatha Guduri (Mar 12, 2018)

Srilatha Guduri

Mar 12, 2018

## *Notes*





**Code of Business Conduct Acknowledgement**  
**Roche Molecular Systems, Inc.**  
**U.S. Diagnostics**

I acknowledge that I have received the Code of Business Conduct (“Code”) for Roche Molecular Systems, Inc. and all U.S. Diagnostics affiliates and subsidiaries (“the Company”).

I have read, understand, and agree to comply with the Code in my activities on behalf of the Company. I am aware of the various methods for me to ask questions about the Code or report any potential violations of the Code.

I understand and agree that compliance with the Code is a condition of continued employment. I am aware that if I violate the Code or any other Company policy, practice, or procedure, it may result in disciplinary action, up to and including the termination of my employment.

Srilatha Guduri

Name (print) \_\_\_\_\_

*Srilatha Guduri*

Srilatha Guduri (Mar 12, 2018)

Signature \_\_\_\_\_

Employee Number \_\_\_\_\_

Location \_\_\_\_\_  
Belmont, CA

Date \_\_\_\_\_  
Mar 12, 2018





**PRO**Unlimited

## Roche Molecular Systems

### CONFIRMATION OF PLACEMENT

**Instructions:** Please complete the information below on the candidate for whom you are submitting for this confirmed temporary assignment. Please print or type responses. All information will be kept strictly confidential.

#### Section A – Temporary Assignment:

**ASSIGNMENT:**

Position Title:

Position Title:	
Pay Rate:	
Bill Rate:	

WAND Req. #:

Start Date:

End Date:

#### Section B – Submittal Information:

Supplier Name:

Supplier Name:	
Contact Name:	

Telephone:

Email:

#### Section C – Worker Information:

Worker Name:

 Yes    No

Has the Worker ever been on assignment at a Roche company (Genentech, Roche, Spring Bio or Ventana)?

Start Date:

If Yes, please indicate dates and the Roche Manager of the assignment.

Term Date:

#### Section D – Background & Drug clearances:

 Yes    No

Date background check successfully completed:

Date drug screen was successfully completed (if applicable)

Denied Person's search (worker not on list):

Supplemental health surveillance testing (if applicable):

Date Hepatitis B Vaccination was offered to the worker  
**(Bloodborne Pathogen offer form to be returned to PRO onsite – for workers in Pleasanton only):**

#### Section E – RMS Specific Documents:

**Confirmation worker has signed and read**

Code of Business Conduct

 Yes

Invention Assignment Agreement

 Yes

Code of Business Conduct Acknowledgement

 Yes

Confirmation of Receipt of RMS Company Policies and Procedures

 Yes

Bloodborne Pathogen offer form

 Yes

#### Section F – Orientation Completed:

 Yes    No

Date orientation was completed:

#### Section G – Health Care Professional (HCP):

 Yes    No

Is the worker a Health Care Professional?

If yes, what type? Ex: MD, RN, LCSW, etc.

In which state is the worker certified as a Health Care Professional?

#### Section H – Supplier Employment Obligations:

<input type="checkbox"/> FLSA Classification	Please initial here to confirm that this worker's overtime status has been properly considered and determined by your company to be in compliance with FLSA (Fair Labor Standards Act) regulations.	
<input type="checkbox"/> Patient Protection and Affordable Care Act	Has the worker been offered healthcare that is compliant with the Patient Protection and Affordable Care Act? (Yes/No) <i>Explain if necessary:</i> _____	

**Contingent Worker**  
**Bloodborne Pathogens Exposure Control Plan – Appendix C**

**CONTINGENT HEPATITIS B VACCINATION OFFERING RECORD**

Contractor Name: Srilatha Guduri

Contract Start Date: Mar 12, 2018

ID# Number: \_\_\_\_\_

Job Title / Department / Duties: \_\_\_\_\_

Supplier Name: \_\_\_\_\_

Roche Molecular Systems (RMS) offers Hepatitis B Virus (HBV) vaccinations to company employees and contingent workers who in the course of their duties have the potential to be exposed to blood and/or infectious materials. The vaccination is offered to you through your supplier “employer of record” free of charge for those who will be working in an environment where you will be subjected to Bloodborne Pathogens. You may decide whether or not you want to take it, and if you decline, you may change your mind later and accept it. If accepted, the vaccination series must be started within 10 working days of the first potential exposure to infectious materials.

**INSTRUCTIONS:** Choose only one of the three columns, corresponding to your decision. Place a check in the space next to the option you choose, read the option description, then sign at the bottom of the column.

- If you have the potential to be exposed to blood or potentially infectious materials, such as if you work in a laboratory, handle specimens, or are part of the Company's trained First Aid Search and Rescue team, we encourage you to receive the vaccination if you haven't already.
- Please fill out column A to indicate that you want the vaccination or column B if you have already received the vaccination series.
- If you have little or no risk of occupational exposure, such as if you work in an office and do not go into labs or participate on the First Aid/CPR Team, or if you choose not to accept the offer of the HBV vaccination at this time, fill out column C. You may change your mind at any time and decide to accept this offer; please notify your employer of record and they will arrange for you to get the vaccination.

(A) <input checked="" type="checkbox"/> - I WANT THE VACCINATION	(B) <input type="checkbox"/> - I'VE ALREADY HAD IT	(C) <input type="checkbox"/> - I DON'T WANT IT
<p>Yes, I would like to receive the HBV vaccination.</p> <p>The HBV vaccination is a series of three inoculations. The second shot is generally given approximately one month after the first, and the third shot approximately six months later. A post-vaccination screening (“titer test”) is then performed to confirm the immunization’s effectiveness.</p> <p><u>Srilatha Guduri</u>  <small>Signed: Srilatha Guduri (Mar 12, 2018)</small></p> <p>Date: Mar 12, 2018</p>	<p>I have already been vaccinated for HBV.</p> <p>I have already been vaccinated for HBV. The approximate date of my last inoculation was:  _____</p> <p>Note that the Company may request a post-vaccination screening (“titer test”) to confirm immunization effectiveness.</p> <p><u>Srilatha Guduri</u>  <small>Signed: Srilatha Guduri (Mar 12, 2018)</small></p> <p>Date: Mar 12, 2018</p>	<p>“I understand that due to my occupational exposure to blood or other potentially infectious materials I may be at risk of acquiring hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with hepatitis B vaccine, at no charge to myself. However, I decline hepatitis vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring hepatitis B, a serious disease. If in the future I continue to have occupational exposure to blood or potentially infectious materials and I want to be vaccinated with hepatitis B vaccine, I can receive the vaccination series at no charge to me”</p> <p><u>Srilatha Guduri</u>  <small>Signed: Srilatha Guduri (Mar 12, 2018)</small></p> <p>Date: Mar 12, 2018</p>

Today's Date: Mar 12, 2018



## Employee Information

Srilatha Guduri

Name: \_\_\_\_\_

Date of Birth: 02/16/1979

Address: 312 Washington Blvd,Apt B

City/State/Zip: Fremont,CA 94539

Home Phone: \_\_\_\_\_

Cell Phone: 575 322 8519

### WHO SHOULD WE CONTACT IN CASE OF AN EMERGENCY

Emergency Contact Name: Srikanth Singamrao

Spouse

Relationship To You: 4088071872

Emergency Contact Phone: \_\_\_\_\_

Contact Phone type (circle one):  Home  Cell  Work

Emergency Contact Address: 312 Washington Blvd, Apt B

Fremont, CA 94539

Other Information: \_\_\_\_\_

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## WAIVER AND RELEASE FORM

From time to time Roche Molecular Systems, Inc. (“Client”) may sponsor events after or during regular work hours in which worker participation is voluntary and not required by either PRO Unlimited (“PRO”) or the Client (“Client-sponsored Event(s)”). If you would like to participate in any of these Client-sponsored Events you must read and sign this Waiver and Release Form (“Waiver”) and return it to your PRO representative. This Waiver will be kept on file and will apply to your participation in any future Client-sponsored Events. You may revoke this Waiver at any time by informing your PRO representative in writing. However, if you revoke this Waiver you will not be permitted to attend any Client-sponsored Events.

You agree that if you engage in any Client-sponsored Event, you do so entirely at your own risk. This includes without limitation, your use of any parking area, sidewalk area, Client or PRO facilities, equipment, etc. You agree that you are voluntarily participating in these activities and use of these facilities and premises and you are doing so while assuming all the risk of injury, illness damage or loss by theft of any personal property. You expressly agree to release and discharge PRO and Client and their respective sponsors, organizers, employees, agents, representatives, successors or assigns from any and all claims or causes of action. This waiver and release of liability includes but is not limited to, all injuries to you, which may occur regardless of negligence, as a result of (a) your use of the facilities, (b) the sudden or unforeseen malfunctioning of any equipment (c) our instruction or supervision, (d) your consumption of alcohol on or off premises and (e) any other personal injury which may result in your participation of this Client-sponsored Event.

If alcohol beverages are be served at this Client-sponsored Event, please be advised that the risk of injury increases with the consumption of alcohol, and neither PRO nor Client and their respective sponsors, organizers, employees, agents, representatives, successors or assigns will be responsible for any injury sustained by you or others, as a result of either your personal consumption of alcohol beverages or that of other persons participating in the Client-sponsored Event. If you accept and/or consume alcoholic beverages provided by sponsors/Client, by signing this waiver you are certifying that you are of legal drinking age. By participating in this is Client-sponsored Event you accept the risk of injury due to the consumption of alcohol by you or others. Do not drink and drive!

You acknowledge that you have carefully read this Waiver and fully understand that it is a release of liability from PRO and Client and their respective sponsors, organizers, employees, agents, representatives, successors or assigns. You agree to voluntarily give up any right that you may otherwise have to bring legal action against PRO and/or Client and/or their respective sponsors, organizers, employees, workers, agents, assigns, successors for negligence, or any other personal injury or property damage or loss related to your participation in any Client-sponsored Event.

*Srilatha Guduri*

**SIGNED:** \_\_\_\_\_

**PRINTED NAME:** Srilatha Guduri

**DATE:** \_\_\_\_\_  
Mar 12, 2018



## FITNESS CENTER WAIVER FOR PRO UNLIMITED SUPPLIERS

I understand that I am voluntarily partaking in fitness center usage and/or activities at Roche Molecular Systems, Inc. ("RMS") and that such usage and/or activities will not be taking place during the normal course and scope of my assignment at RMS or any affiliate of RMS. Further, I understand that PRO Unlimited, Inc. ("PRO") and RMS do not encourage, require, nor demand participation for such usage and/or activities as a condition of my assignment.

In consideration for being able to partake in fitness center usage and/or activities at RMS, I hereby waive any and all legal and/or equitable rights or claims that I may have to bring legal action against PRO and/or its client, RMS and/or its affiliates for damages, costs, expenses or any of them incurred on account of any injury, illness, and/or death resulting from, caused by or arising out of participation in such fitness center usage and/or activities. Further, I release PRO and RMS and/or its affiliates from any and all claims, demands, actions, causes of action, damages, liabilities, judgments, costs and expenses, including attorney's fees and court costs, of every kind and nature whatsoever incurred by whomever on account of any injury, illness and/or death resulting from, caused by, or arising out of participation in such fitness center usage and/or activities whether caused by negligence or otherwise.

By signing below, I acknowledge that I have read the above and agree to all terms and conditions stated herein.

*Srilatha Guduri*

Srilatha Guduri (Mar 12, 2018)

**SIGNATURE:** \_\_\_\_\_

Srilatha Guduri

**PRINTED NAME:** \_\_\_\_\_

**CHRIS EMPLOYEE NUMBER:** \_\_\_\_\_

Mar 12, 2018

**DATE:** \_\_\_\_\_



NONDISCLOSURE AGREEMENT

Mar 12, 2018

This NONDISCLOSURE AGREEMENT ("Agreement"), dated \_\_\_\_\_ ("Effective Date"), is between Harman Connected Services, having a place of business at 636 Ellis Street Mountainview CA 94043 United States of America ("HARMAN") and

Srilatha Guduri

an individual, having his/her place of business or residence in

Fremont \_\_\_\_\_ ("INDIVIDUAL").

WITNESSETH

WHEREAS, each party hereto desires to disclose to the other certain confidential, proprietary or trade secret information of their own or their customers (Confidential Information"), and;

WHEREAS, each party hereto desires to provide Confidential Information to the other in order to (a) conduct business discussions which require the disclosure of Confidential Information, (b) or discuss and ascertain the value to INDIVIDUAL of licensing certain HARMAN software, hardware or other intellectual property for possible use within INDIVIDUAL's products, or (c) discuss the possibility of HARMAN providing development services to its clients through the assistance of INDIVIDUAL (d) or discuss and effectuate if desired the establishment of a possible further business relationship between the parties (individually or collectively the "Business Purpose"), and;

WHEREAS, each party hereto desires that its Confidential Information disclosed in connection with said Business Purpose shall be kept strictly confidential by the other party, and;

WHEREAS, in consideration of the disclosure of such Confidential Information, and the covenants hereof, each party is willing to keep the other party's Confidential Information in a confidential manner in accordance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, HARMAN and INDIVIDUAL hereby agree as follows:

1. Receiving Parties. Each party may disclose the other party's Confidential Information received hereunder to it's employees, contractors, attorney, accountants, and agents ("Persons") only if the Business Purpose requires Confidential Information be disclosed to said Persons, and shall advise all Persons as may receive Confidential Information of the obligations hereunder with respect to Confidential Information and shall ensure that there are written agreements with said Persons which lawfully binds them with respect to the terms hereof.
2. Protection of Confidential Information. Each party agrees that it shall protect disclosed Confidential Information of the other party with the same means it uses to protect its own confidential, proprietary and trade secret information, but in any event to protect by reasonable means the confidentiality of (a) written information received from the other party which is marked with the legend "Confidential Information", and (b) written, oral or visual information identified as Confidential Information by the disclosing part at the time of disclosure.
3. Exclusions. The foregoing shall not prevent either party from disclosing Confidential Information which belongs to the other party that is (1) already known by the recipient party



without obligation of confidentiality, (2) publicly known or becomes publicly known through no unauthorized act of the recipient party, (3) rightfully received from a third party without the obligation of confidentiality, (4) independently developed by the recipient party without use of the other party's Confidential Information, (5) approved by the other party for disclosure, or (6) required to be disclosed pursuant to a requirement of a governmental agency or law so long as the disclosing party provides the other party with notice of such requirement prior to any such disclosure.

4. **Copies.** Each party may make photocopies of the other party's written Confidential Information as it deems necessary to the Business Purpose, without violation of the other party's copyright or other rights, so long as written records are maintained as to provide the ability to comply with Paragraph 5 hereof.
5. **Return of Confidential Information.** Upon termination or expiration hereof, completion of the Business Purpose, or upon the written request of the party owning Confidential Information, the other party shall return all copies of Confidential Information to the owning party or certify in writing that all copies of Confidential Information have been destroyed. A party may return Confidential Information, or any part thereof, to the other party at any time.
6. **No Further Rights or Use.** Nothing contained in this Agreement shall be construed as granting, conferring or inferring any rights, title or other interest, by license, by estoppel, or otherwise in the Confidential Information of the other party, and each party retains all right, title and ownership to its Confidential Information that is disclosed hereunder, and no use of the other party's Confidential Information other than that which is necessary to the Business Purpose is permitted.
7. **No Warranty or Liability.** While each party shall reasonably ensure that its Confidential Information disclosed hereunder is accurate and reliable, neither party makes any warranty, express or implied, with respect to its own Confidential Information. Neither party shall be liable to the other hereunder for amounts representing loss of profits, loss of business, loss of goodwill, direct or indirect, consequential, punitive or other damages of the other party in connection with disclosed Confidential Information, or the permitted use thereof; except that in the case of use outside the scope of the Business Purpose hereof by a party of the other party's Confidential Information no such liability limitations shall apply. Any estimates or forecasts provided by either party to the other shall not constitute commitments.
8. **Other Discussions.** The parties expressly agree that the disclosure of Confidential Information hereunder and all discussions held in connection with the Business Purpose hereof shall not prevent either party from pursuing similar discussions with third parties or obligate either party to continue discussions with the other or to take, continue or forego any action relating to the Business Purpose.
9. **Media Releases.** All media releases and public announcements or other disclosures by either party to any third party which include any Confidential Information of the other party, information regarding this Agreement, its subject matter, or the Business Purpose hereof shall be approved by the other party in writing prior to said disclosure.
10. **Term of Agreement.** This Agreement shall be binding for a period of 3 (three) years from the Effective Date hereof, after which this Agreement shall expire and whereupon all Confidential Information provided hereunder shall be returned as described in Paragraph 5 hereof.
11. **Term of the Obligation of Confidentiality.** The obligation of each party to maintain the confidentiality of Confidential Information disclosed hereunder shall be five (5) years from the date of actual disclosure of Confidential Information; except in the case of software,



firmware, source code, hardware design, product design or any other disclosed material to which the disclosing party claims trade secret right(s) in writing to the other party, the obligation of confidentiality shall be ten (10) years following termination of this Agreement, and thereafter for as long as the receiving party has possession or knowledge of Confidential Information. Notwithstanding any other terms hereof, said obligation of confidentiality shall survive this Agreement.

12. **Remedies.** Each party acknowledges and agrees that any breach or threatened breach hereof, use of threatened use of the other party's Confidential Information other than as necessary to the Business Purpose hereof, may cause irreparable harm to said party and shall be considered cause to seek immediate injunctive relief and any other remedies that are available at law or in equity.
13. **Miscellaneous.** Any notices required by this Agreement shall be given in hand or sent forth by first class mail to the applicable address set forth herein. The parties agree that this Agreement and any Exhibit(s) hereto (1) are the complete and exclusive statement between the parties with respect to the protection of and rights to Confidential Information, (2) supersede all written or oral agreements between the parties with respect to the subject matter hereof, (3) shall only be modified in writing by authorized representatives of the parties, and (4) shall be governed by the laws of the Commonwealth of Massachusetts.

This Agreement, when lawfully executed, shall be binding upon the parties hereto and their aforementioned employees, contractors, attorneys, accountants, and agents; including their heirs, successors and assigns. Should any provision of this Agreement be held by a court of law of competent jurisdiction to be illegal, invalid, or unenforceable; the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected, diminished, or impaired thereby. The failure of either party to enforce any of the terms and conditions of this Agreement shall not constitute a waiver of that party's right in perpetuity to enforce each and every term and condition of this Agreement, or upon notice to require correction of a default previously unenforced. Each party shall indemnify the other for claims hereunder that are due to the negligence of said party. Nothing contained herein shall be deemed or construed as creating a joint venture, partnership or other relationship between HARMAN and INDIVIDUAL. Except as expressly set forth in this Agreement, neither party is authorized to (i) enter into agreements for or on behalf of the other; (ii) create any obligation or responsibility, expressed or implied, for or on behalf of the other (iii) accept payment of any obligation due or owed to the other; (iv) accept service of process for the other; or (v) otherwise bind the other in any manner. This Agreement shall not be modified or amended except in writing, signed by both parties. No person not a party hereto shall have any interest herein or be deemed a third-party beneficiary hereof.

IN WITNESS, WHEREOF, HARMAN Engineering Partners and INDIVIDUAL have each caused this Agreement to be signed and delivered by its duly authorized officer, all as of the Effective Date first set forth above.

Harman Connected Services

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

INDIVIDUAL

By: Srilatha Guduri  
Srilatha Guduri (Mar 12, 2018)

Name: Srilatha Guduri

Title: SDET



## **ROCHE MOLECULAR SYSTEMS, INC. PROPRIETARY INFORMATION AND INVENTION AGREEMENT**

This Proprietary Information and Invention Agreement ("Agreement") is entered into by and between me and Roche Molecular Systems, Inc. ("Roche"). In consideration of my employment or continued employment by Roche and of salary, wages or other compensation to be paid by Roche to me, I hereby agree as follows:

1. **No Disclosure of Secret and/or Confidential Information of Prior Employers to Roche.** I will not disclose to Roche or its Affiliates, or use in my work at Roche, any secret, confidential or proprietary idea and/or information obtained from or belonging to a prior or other employer, except and only as may be authorized in writing by such employer.
2. **No Unnecessary External Disclosure of Secret and/or Confidential Information During Employment.** During my employment by Roche, I will not copy, disclose, utilize or otherwise use any secret, confidential or proprietary idea and/or information that is (i) developed by me for Roche or its Affiliates or (ii) obtained while I am employed by Roche from Roche, its employees, consultants, vendors or Affiliates, except in my work for Roche, with the prior written approval of Roche, or as otherwise required by law.
3. **Required Disclosure of Inventions to Roche.** I understand and agree that I must immediately disclose to Roche or its designee and keep adequate records of any invention, discovery, improvement, process, product or device, that is conceived, discovered, made or reduced to practice, whether patentable or not, either solely or jointly, by me during my employment by Roche, if such invention, discovery, improvement, process, product or device (i) relates to Roche's Area of Interest, (ii) is developed specifically by me for Roche or its Affiliates, (iii) is developed in the course of performing work for Roche or its Affiliates or (iv) is based on Roche secret, confidential or proprietary ideas and/or information.
4. **Disclosure of Agreements With Prior Employers Relating to Inventions or Restricting Employment.** I will use my best efforts to obtain and furnish Roche with copies of all written agreements entered into by me with prior or other employers either relating to inventions or secret, confidential or proprietary ideas and/or information, or in any way restricting or otherwise relating to my employment by Roche (such as a covenant not to compete), unless I am under an obligation not to disclose the contents of any such agreement.
5. **Ownership of Inventions.** I understand and agree that any invention, discovery, improvement, process, product or device that is conceived, discovered, made or reduced to practice, whether patentable or not, whether solely or jointly, by me, during my employment by Roche, is the property of Roche, if, at the time of conception, discovery, creation or reduction to practice, such invention, discovery, improvement, process, product or device (i) relates to (a) Roche's business or (b) an actual or demonstrably anticipated research or development on the part of Roche, or (ii) results from work that I (a) performed for Roche, (b) did not develop exclusively on my own time, or (c) created through access to or use of Roche's equipment, supplies, facilities or trade secret information. I agree to assign, and hereby do assign, to Roche my entire right, title and interest in each such invention, discovery, improvement, process, product and device. This provision does not apply to any invention that satisfies California Labor Code Section 2870.

6. Notification to Roche of Conflicts with My Own Inventions. I will notify my supervisor and the Patent or Legal Department of Roche if I am asked to work in an area that conflicts with or is believed to conflict with an invention of mine that existed prior to the date on which my employment with Roche began or that conflict with any invention of mine made during my employment with Roche while on my own time, using my own resources, and not using any Roche information.

7. Obtaining and Enforcing Patent Rights of Roche. I will, upon the request of Roche, either during or after the term of my employment by Roche perform all acts necessary or desirable for Roche or its designee to secure its title in any Roche invention and to apply for, secure, maintain and enforce patents and other ownership rights for any such Roche invention throughout the world, including the following: 1) make all lawful oaths and declarations and execute and deliver to Roche or its designee any documents which are in the opinion of Roche or its counsel necessary to secure or assign to Roche or its designee full patent protection in any country on any invention, discovery, improvement, process, product or device which is the property of Roche under this Agreement; and 2) assist Roche or its designee by testifying or otherwise, in the obtaining or enforcement of any patent relating to any such invention, discovery, improvement, process, product or device. Roche will pay all reasonable expenses related to such activities.

8. Publishing. I understand and agree that during my employment by Roche, I will obtain the prior written approval of Roche before I submit for publication or presentation, publish or present or otherwise disclose any idea or information that (i) incorporates any Roche secret, confidential or proprietary idea and/or information, (ii) relates to my work for Roche, or (iii) relates to Roche's Area of Interest.

9. Copyright Assignment. I assign to Roche any copyright to which I am entitled for any Work of Authorship prepared by me in my work for Roche, including any moral rights therein.

10. Roche Property. I understand and agree that the following shall be the property of Roche exclusively: any materials kept, prepared or received by me in the course of or in order for me to perform my duties for Roche; any material containing any secret, confidential or proprietary idea and/or information, if such idea or information was developed by me for Roche or any of its Affiliates or obtained by me while employed by Roche from Roche, its employees, consultants, vendors or Affiliates.

11. No Removal of Roche Property Without Approval. I will not remove any property of Roche or its Affiliates from Roche's location, except and only so long as may be required for the performance of my duties for Roche or as otherwise authorized.

12. Return of Roche Property Required Upon Request or Termination of Employment. In the event of termination of my employment with Roche, or upon any request by Roche, I will immediately return to Roche any property of Roche or its Affiliates in my possession, control, or removed by me from Roche's location.

13. No Retention of Roche Property After Employment. I will return and will not improperly retain any Roche property, or any copies, notes, samples or materials thereof relating to Roche property upon termination of employment. I understand that I may keep personal files, such as employee

benefits files, that do not contain any Roche secret, confidential or proprietary ideas and/or information.

14. Continuing Obligations After Employment Termination. I understand and agree that the obligations under identified below in this paragraph of this Agreement continue for a period of three (3) years beyond the termination of my employment relationship with Roche.

a. Non-Disclosure of Secret and/or Confidential Information Ideas/Information After Employment. I will not copy, disclose, utilize or otherwise use any secret, confidential or proprietary idea and/or information that is (i) developed by me for Roche or its affiliates or (ii) obtained while I am employed by Roche from Roche, its employee, its consultants, vendors or affiliates for a period of three (3) years after termination of the employment relationship between me and Roche or until such idea or information becomes public knowledge, whichever comes first, or as required by law.

b. Obligations to Disclose Inventions Conceived or Reduced to Practice After Employment. During the three (3) year period following termination of the employment relationship between me and Roche, I will immediately disclose to Roche or its designee and keep adequate records on any invention, discovery, improvement, process, product or device, that is conceived, discovered, made or reduced to practice by me, either solely or jointly, if such invention, discovery, improvement, process, product or device is (i) developed specifically by me for Roche or its Affiliates, (ii) developed in the course of performing work for Roche or its Affiliates or (iii) based on secret, confidential or proprietary ideas and/or information obtained by me during the term of employment from Roche, its employees, its consultants, its vendors, or Affiliates.

c. Inventions Conceived or Reduced to Practice After Employment. I understand and agree that during the three (3) year period following termination of my employment relationship with Roche any invention, discovery, improvement, process, product or device that is conceived, discovered, made or reduced to practice, whether patentable or not, whether solely or jointly, by me, is the property of Roche, if such invention, discovery, improvement, process, product or device results from or is based in part on (a) work developed for or performed by me for Roche, (b) secret, confidential or proprietary ideas and/or information obtained by me from Roche, its employees, vendors, consultants or Affiliates during my employment by Roche, or (c) access to or use of Roche's equipment, supplies or facilities. I agree to assign, and hereby do assign, to Roche my entire right, title and interest in each such invention, discovery, improvement, process, product and device. This provision does not apply to any invention that satisfies California Labor Code Section 2870.

d. Publishing After Employment. For a period of three (3) years after termination of my employment relationship with Roche, I will not submit for publication or presentation, or publish or present or otherwise disclose any idea or information relating to Roche's Area of Interest if such idea or information incorporates, results from or is based in part on (i) work developed by me for Roche or (ii) Roche secret, confidential or proprietary ideas and/or information obtained by me from Roche, its employees, consultants, vendors, or Affiliates while I was in Roche's employ without prior written approval of Roche.

15. Outside Employment Requires Approval. I will not enter into or carry on during the term of my employment by Roche any outside employment, business or other activity relating to my duties at Roche, my profession, or Roche's Area of Interest, except as may be specifically authorized in writing by Roche.

16. Roche Use of Video Recordings and Photographs. I understand that on occasion, in the course of performing job duties or participating at Roche-sponsored events, I may be photographed, videotaped, and/or otherwise recorded by Roche or its representatives. I authorize and give permission for Roche or its representatives to take and use any video, photograph(s), motion pictures, or other recordings (whether black/white, or color, in print, negative, digital or other form) of or including me at Roche's discretion for any purpose, including advertising, commercial or non-commercial use, without further notice or compensation to me for any initial or subsequent publication or disclosure, with or without my own name at any time. I waive all claims that I, or my heirs, executors, administrators or assigns may have or claim to have resulting from such photographs or reproductions thereof.

17. Choice of Law. This Agreement shall be construed according to the laws of the State of California.

18. No Assignment. This Agreement may not be assigned by me. Subject to the foregoing, this Agreement shall be binding upon my heirs, executors and administrators, and the successors and assigns of Roche.

19. Complete Understanding and Agreement on these Subjects. This Agreement constitutes the complete understanding between me and Roche on the subjects covered, and supersedes and any all prior discussions, agreements and understandings between me and Roche, whether oral, implied or in writing.

20. At Will Employment Relationship. I understand and agree that the employment relationship between me and Roche is at will and nothing in this agreement alters the at will relationship. This means that either Roche or I may terminate the employment relationship at any time, for any reason, with or without cause and with or without notice. I understand that the at will nature of the employment relationship may not be changed except by a written agreement between Roche and me specifically for such purpose, signed by me and an authorized representative of Roche.

21. No Waiver and Declarations of Invalidity. Any failure on the part of Roche to insist upon the performance of this Agreement, or any part thereof, shall not constitute a waiver of any right under this agreement. In the event any provision or any portion of any provision, of this Agreement should be declared invalid or unenforceable for any reason by a court of competent jurisdiction, such provision or portion thereof shall be considered separate and apart from the remainder of this agreement, which shall remain in full force and effect.

22. Definitions. The following are definitions of certain terms used in this agreement.

a. "Affiliates" shall mean any corporations or other business entities controlled by, controlling or under common control with Roche. For this purpose "control" shall mean direct or indirect beneficial ownership of more than fifty percent (50%) of the voting interest in such corporation or other business entity or having otherwise the power to govern the financial and the operating policies or to appoint the management of an organization. With respect to Roche, the term "Affiliate" shall not include Chugai Pharmaceutical Co., Ltd, 1-9, Kyobashi 2-chome, Chuo-ku, Tokyo, 104-8301, Japan unless Roche opts for such inclusion of that entity by giving written notice.

b. "Area of Interest", as used in this Agreement, means any operations, field of research, investigation or business that relates to (i) Roche's or an Affiliate's actual business or (ii) an actual or demonstrably anticipated research or development that Roche is preparing or planning to engage. I understand that if I am in doubt as to Roche's Area of Interest I can consult with the Patent or Legal Department for Roche.

- c. California Labor Code, Section 2870, reads as follows: "(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either: (1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or (2) Result from any work performed by the employee for the employer. (b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable."
- d. "Materials" include, but are not limited to: biological and chemical materials such as: antibodies, antigens, cells, chemicals, compositions, compounds, DNA and RNA, enzymes, formulations, peptides, proteins, vectors, modified forms of any of the foregoing, and other research materials or products of research; written records and documents such as: computer software, correspondence, documents, files, laboratory notebooks, memorandum, notes, records, reports, or other papers (including any copy thereof) or any Work of Authorship containing Roche secret, confidential or proprietary ideas and/or information, whether in paper, electronic, or some other format.
- e. "Secret, confidential, or proprietary ideas and/or information" means any idea or information of value owned, generated, received in confidence or possessed by Roche or an Affiliate and not generally known or available to the public, irrespective of the information medium (e.g. oral, written, electronic, magnetic, photographic), including but not limited to: 1) technical information relating to devices, such as: clinical, biological, device, and characterizing data; compounds; computer programs, software and related documentation; development status of devices; designs, drawings, or plans for devices; formulae; formulations; processes for developing devices; research projects; synthetic and manufacturing methods and processes; and 2) business information, such as: business, marketing or sales plans; the Corporate Information Directory and employee lists, including job descriptions and compensation; costs, pricing, reports, sales or other financial data or information; lists of suppliers or customers; findings, reports or records; marketing and sales plans.
- f. "Work of Authorship" has the meaning given it in Section 102 of the Copyright Act (17 U.S.C. 102). It includes, without limitation, notebooks, assay sheets, drawings, memoranda, printouts, and other documents; photographs, computer storage media; etc.

I certify that, to the best of my knowledge, I am not a party to any other agreement that will interfere with my full compliance with this Agreement. I have read carefully and understand all of the provisions of this Agreement and freely and voluntarily sign and agree to be bound by its terms, including those obligations that continue after the termination of my employment with Roche.

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Srilatha Guduri

Mar 12, 2018

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Employee Signature

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Print Name

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Date

*Srilatha Guduri*

Srilatha Guduri (Mar 12, 2018)

## Roche Molecular Systems Health Surveillance Program Matrix

Exam Type	Category I Jobs	Category II Jobs	Category II Jobs + Supplemental Testing			
			Respirator User	Spill Response / Confined Space	Hearing Conservation Program Participant	Working with Tuberculosis
Medical History / Physical Exam		<ul style="list-style-type: none"> <li>▪ At pre-employment.</li> <li>▪ Offered with bi-annual health surveillance exam</li> </ul>		<ul style="list-style-type: none"> <li>▪ At assignment</li> <li>▪ OSHA / Roche required (annual)</li> </ul>		
Laboratory Testing Full		<ul style="list-style-type: none"> <li>▪ At pre-employment.</li> <li>▪ Offered with bi-annual health surveillance exam</li> </ul>		<ul style="list-style-type: none"> <li>▪ At assignment</li> <li>▪ OSHA / Roche required (annual)</li> </ul>		
Laboratory Testing Drug Test	<ul style="list-style-type: none"> <li>▪ At pre-employment</li> </ul>	<ul style="list-style-type: none"> <li>▪ At pre-employment</li> </ul>				
Pulmonary Function Testing			<ul style="list-style-type: none"> <li>▪ At assignment offered with bi-annual health surveillance exam</li> </ul>	<ul style="list-style-type: none"> <li>▪ At assignment</li> <li>▪ OSHA / Roche required (annual)</li> </ul>		
EKG - Electrocardiogram			<ul style="list-style-type: none"> <li>▪ At assignment offered with bi-annual health surveillance exam</li> </ul>	<ul style="list-style-type: none"> <li>▪ At assignment</li> <li>▪ OSHA / Roche required (annual)</li> </ul>		
Audiogram					<ul style="list-style-type: none"> <li>▪ At assignment</li> <li>▪ OSHA / Roche required (annual)</li> </ul>	
Tuberculosis Screening						<ul style="list-style-type: none"> <li>▪ At assignment</li> <li>▪ OSHA / Roche required (annual)</li> </ul>
Hepatitis B Vaccination Series and Titer Test		<ul style="list-style-type: none"> <li>▪ At pre-employment</li> </ul>				

**PRO CONTRACTOR  
EXPENSE REPORT GUIDE  
-ROCHE MOLECULAR DIAGNOSTICS-**



**I. Travel and Expense Policy Overview**

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PRO Unlimited (“PRO”) has a dedicated staff to handle your business expense needs. This guide was developed to assist PRO employees (“EE”) contracted to work for Roche Molecular Diagnostics (“RMD”) with completing their expense report. It also describes the various types of expense methods, processing deadlines and categories needed to expedite the expense reimbursement process.

If you have expense related questions, please contact your employer of record. [contact your employer of record](#).

**II. Accountable Expense Plan:**

- o PRO manages its expense reimbursements according to IRS regulations. An expense reimbursement must meet the following conditions in order to be reimbursed as accountable, or, non-taxable income:
  - **Business Connection-** Expenses were incurred in connection with the performance of services as an employee of the employer
  - **Substantiation-** The employee must substantiate his or her business expenses by providing PRO with evidence of the amount, time, place, and business purpose of the expenses within a reasonable period of time after they are paid or incurred.
- o PRO uses an expense report generated by WAND, accompanied by receipts, showing the amounts of each expense (other than tips and other small incidental amounts). Individual expenses over \$10 (plus all lodging expenses) must be supported by receipts or other documentary evidence.

### **III. Non-Accountable Expense Plan:**

- o Expense reimbursements submitted may be considered and processed as non-accountable, or **taxable income**, if:
  - Receipt shows date of expense to be **greater than 30 days** old from date of expense incurrence;
  - Manager approved expenses in excess of \$10.00 are not supported by appropriate receipts and / or expense documentation;
  - The submitted expense does not qualify as an accountable plan reimbursement ;
- o The total amount of expenses submitted for reimbursement, if non-accountable, will be considered supplemental income, and will be taxed with the mandatory statutory and supplemental tax rates, and will be reported in Boxes 1, 3 and 5 on Form W2.

### **IV. Timeline for Processing Expenses:**

- o All expenses are to be submitted **within 30 days** of the date of the actual expense incurrence.
  - Dates: Use the actual receipt date for purposes of entering the expense on the expense report or into WAND. All receipt dates must match your entries.
- o Expenses incurred and submitted **within 30** days will be verified according to PRO guidelines and processed within 10 business days after receipt by PRO.
- o When submitting your expense report in WAND, please be sure that all scanned original receipts in WAND are clearly legible and show all required information.
- o Expenses are verified and released for client manager approval on a weekly basis.
- o The deadline for expense reports received by the PRO Payroll Department is Monday – 5:00pm PST. All expense reports received between Tuesday and Monday will be reviewed and verified according to PRO guidelines.
- o Released expenses are then forced into WAND timecards by the WAND auto script every Sunday, at midnight. Expense timecards are processed for payment **only after the client manager has approved it**.
- o During the verification process, if an expense has an issue that cannot be easily corrected by the PRO Payroll Specialist, (i.e. missing receipts, incorrect entries) then those expenses will be returned to the employee for further research. All expenses with issues are communicated to the On-site team and the employee for resolution within 10 days of receipt. Expense issues are then followed up with the On-site team and employee on a weekly basis, until resolved. Please note that this may cause a delay in the payment of an expense reimbursement.
- o To expedite processing, please ensure that the expenses sent are well documented and organized. Scanned, original receipts should be clearly legible with all required information. All entries must be itemized within the appropriate category. Descriptions and Purpose fields must be well documented (Who, What, When, Where, Why). International expenses must be converted to US dollars (see Currency Exchange section-page)

### **V. Receipts / Proof of Payment:**

- o All receipts must be scanned into the WAND system and must be “Original”. The receipt must show proof of payment and a summary or description of the purchase or sale.
- o Travel Itineraries and Credit Card Statements alone are not valid receipts. Scan the actual receipt or invoice from the company/organization providing the service along with proof of payment. Invoices that do not show proof of payment will not be processed. E-Tickets must include original boarding pass and proof of purchase.
- o All expense items and receipts are to be itemized and entered under the proper categories. Items should not be combined. For example: when submitting hotel bills including lodging and meals, dollar amounts should be broken out and entered into corresponding categories (Lodging and Meals).
- o Detailed notes are required when entering expenses (i.e. Business Purpose, Date, Category, and Amount in US Dollars). To avoid delays in processing, please review and double check all entries to ensure they are complete, detailed, accurate and dollar amounts match the receipts.
- o PRO will not reimburse expenses that include multiple persons.
- o All meal/entertainment expenditures must be clearly documented in the Description and Purpose fields, with detailed explanations to include: Who, What, When, Where, and Why.

## **VI. Currency Exchange:**

For detailed currency conversion instructions, please refer to the **PRO International Travel Conversion Guide**. All receipts must be entered into WAND as US dollars. Foreign receipts must be converted into US dollars. Please use [www.OANDA.com](http://www.OANDA.com) for all currency conversions. The conversion must be done using the exact date the expense occurred (date on receipt). When entering a foreign expense into WAND, add the type of foreign currency used under the description field. Print out the OANDA conversion page for each receipt and attach it to the WAND expense report with the original receipts. Write the converted US dollar amount on each receipt that is attached. If your credit card statement includes currency conversions, then the OANDA sheets may be forgone. In this case, your credit card statement may be submitted along with your original receipts and WAND expense report.

\* Please note that PRO will not reimburse currency exchange fees charged by banks or other retail establishments.

## **VII. Travel Planning**

All planning, reservations and, ticket purchases should be made through the RMD travel department. This includes airfare, auto rentals and lodging.

## **VIII. Expense Types & Categories**

### **a) Ground Transportation & Airport Parking**

#### ***Car Rental***

- Automobiles should be rented only when public transportation, including taxis, airport shuttles, and bus services are impractical, more expensive, or not available, and only when traveling out of town.
- RMD has negotiated contracts with preferred providers and all individuals are expected to use these vendors. (Please see listing of preferred vendors on the travel website).
- RMD's contracts with their preferred car rental vendors include liability coverage for all cars rented, for business, ***in the United States (including Puerto Rico)*** therefore ***all*** optional insurance coverage for collision / loss damage waivers and personal accident should be declined as they will not be reimbursed.
- When traveling ***outside the United States and Puerto Rico***, or when circumstances require ***utilizing a non-preferred vendor***, travelers should ***accept the optional insurance coverage (collision / loss damage and personal accident)***.
- When utilizing a preferred vendor for a car rental for business in Canada, EEs should accept the standard loss/damage insurance coverage.
- Due to high drop off fees, rental cars must be returned to the rental location from which they were rented, unless an airfare exceeds the drop-off fee plus any other costs of rental car operation.
- When entering the expense detail into WAND, the car rental expense is to be entered under the day the vehicle was returned.
- The scanned receipt for the car rental must include proof of payment.

#### ***Gas***

- Expenses for gas to fill rental car during rental or to refill tank prior to return of rental car.
- Individual receipts are required on all gas expenses.
- On your personal vehicle, gas is covered under "Mileage" and will not be reimbursed if mileage is being claimed.

#### ***Personal Automobiles***

##### ***Mileage***

- For their own convenience, an EE may drive their personal automobile on RMD business in the mileage reimbursement does not exceed the lowest priced available airline / train fare.
- The use of motorcycles, motor scooters or personal aircraft is prohibited.
- Mileage is reimbursed at the current IRS standard rate (unless contractually different) and is subject to change (For 2013 the standard mileage rate is \$.565 per mile).
- The mileage reimbursement covers gas, wear and tear on a vehicle and any costs associated with using a personal vehicle for business.
- Mileage is only reimbursed when using one's personal vehicle for RMD business.
- Individual receipts are not necessary for mileage reimbursements; however detailed notes in the Description and Purpose fields are required for reimbursement. Purpose section must be a minimum of a five (5) word description.

## ***Ground Transportation & Airport Parking (continued)***

Example: This is an example of what a mileage entry would look like in WAND.

Submission List						
Date/Day	Category	Description	Purpose	Amount	Rcpt	Aprvd
01/02/2013	Auto Mileage	Mileage: 174 From: Davis, CA Destination: San Francisco 2nd Destination: Davis, CA	Travel to do onsite training of new software	Pay: 98.31	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wednesday						<a href="#">Remove</a>
<b>Total Receipt Amount:</b> \$ 0.00 <b>Total Pay Amount:</b> \$ 98.31						
<a href="#">Add New</a>						
<a href="#">Save</a> <a href="#">Cancel</a>						

### ***Automobile Expenses Summary***

#### **(Reimbursable)**

- o Refueling gas tank for car rental return.
- o Car Rental fees, tolls, parking with original receipts.
- o Business miles traveled.
- o Standard rental insurance for all car rentals.
- o Global positioning systems (GPS) expenses (if needed)

#### **(Non-Reimbursable)**

- o Parking violations, traffic violations, fines or citation.
- o Extra Optional car insurance
- o Sightseeing, tours, etc.
- o Gas for personal vehicle
- o Commute expenses; travel to / from home and normal work location
- o Personal usage of a company vehicle

### ***Airport Parking and Transportation***

- o Employees are expected to utilize economy parking.
- o Transportation to and from airports should be efficient and economically based on the length and requirements of the trip. Airport bus and shuttle services between airports and hotels / one's home are frequent and economical in many cities.

## **b) Lodging**

- o Hotels accommodations must always be booked through the Travel Department or via the online booking tool.
- o If the company's preferred hotels are sold out, the Travel Department will note this exception and book a similar hotel in the same general location at a reasonable rate. Some exceptions for staying at a company preferred hotel / preferred chain are:
  - All preferred hotels are sold out or not within reasonable business proximity of the business event.
  - Hotels arranged by RMD meeting planners or special projects that require group travel discounts.
  - Externally sponsored business events that are held in specific locations where no preferred hotels / preferred chains exist.
  - Participation at required education and training events that is inclusive of hotel accommodations.
- A guideline for acceptable transient hotel charges are (U.S. domestic) \$75.00-\$175.00 USD per night

#### **Exceptions**

- Boston, Chicago, Miami, Philadelphia, San Francisco and Washington DC charges should range from \$125.00 -\$250.00 USD per night.
- New York City charges should range from \$125.00 - \$300.00 per night.
- All European and Asian Pacific rooms, per night, should range from \$75.00 - \$250.00 USD. As currency exchanges between the USD and other currencies will fluctuate, the traveler should use their best judgment.

- o Excluding alcohol, reasonable in-room mini-bar charges are allowable, particularly in lieu of a meal.
- o Hotel bills are to be separated into weekly entries. If the dates of lodging fall within same work week (Monday – Sunday) and are all on one itemized bill, lodging and taxes may be input as one entry.
- o Lodging entries only include the hotel room and taxes.
- o All other charges (i.e. meals, parking, phone calls, internet fees, etc.) need to be itemized and entered into the corresponding categories.
- o Submit actual itemized hotel bill showing proof of payment. Credit card statement alone is not a legitimate lodging receipt.

**Examples of Non-Reimbursable Lodging Expenses:**

- o Gifts, meals or other costs associated with staying with friends or relatives in lieu of hotel expenses
- o In-room movies, games or other entertainment.
- o Alcohol purchases
- o Long distance calls charged to a room.
- o Additional charges for upgrades, poolside rooms or special floors (unless due to documented physical needs and/or limitations)
- o Health club, fitness club, spa fees
- o Baby sitting or animal sitting fees
- o Barber, hairstylist, manicurist, shoeshine services
- o Laundry and valet service for trips shorter than 5 nights in duration
- o No-show, cancellation hotel reservation charges
- o Personal articles – clothing, jewelry, cosmetics, toiletries, magazines, etc.
- o Spouse / companion costs
- o Theft or stolen items
- o In-room safe

**c) Meals & Entertainment:**

Individuals are expected to use good judgment when selecting restaurants for business meals, and use guidelines for reasonable business meal expenses. Meals are reimbursable as legitimate business expenses only in the following situations:

- When an EE is on overnight business travel.
- When an EE is engaged in a business meeting with a third party.
- When an EE is dining with another RMD EE who is on overnight business travel and business is conducted.
- When an EE is attending an out-of-town seminar at which no meal is included.
- When business meetings / meals only involve RMD individuals and do not meet any of the above criteria, the cost of the meal is the personal responsibility of each employee and will not be reimbursed.

Other components of reimbursing submitted expenses for meals and entertainment include:

- o Reasonable meal expenses incurred while traveling on business will be reimbursed based on actual expenditures.
- o All meals need to be itemized on a daily basis by receipt.
- o Include the following information in the Description field: restaurant name and/or place where food expense occurred.
- o **Meals with others** should be classified as **Entertainment** and needs to include the following information in the Description and Purpose fields: date, persons entertained, from what company, place entertained, business discussed and purpose (who, what, when, where, why).
- o Grocery **food** items should also be included in this category.
- o Lavish or extravagant meals will not be reimbursed and will be verified for accuracy.
- o Taking turns paying for meals or entertainment - If a group of business acquaintances take turns paying for each others meals or entertainment checks, without regard to whether any business purposes are served, no member of the group can be reimbursed for any part of the expense. (Examples: meeting for drinks after work, birthday parties, baby showers, holiday parties, etc.).
- o Non-business related meals amongst co-workers are not an allowable business expense.

RMD will reimburse for the total costs of business meals according to established daily meal expense limits. All costs and gratuities for meals must be reasonable and properly documented. Any amount over the limit will be declined by RMD / PRO and the EE will be responsible for the additional charges.

## **Business Meal Guidelines**

### **US Based Employee Meals:**

#### **US Daily Maximum Limits (USD): Meals-Self**

- Breakfast: \$15.00 (may be included in room rate)
- Lunch: \$15.00
- Dinner: \$55.00

#### **European Daily Maximum Limits (USD equivalent) : Meals-Self\***

- Breakfast: \$15.00 (may be included in room rate)
- Lunch: \$15.00
- Dinner: \$55.00

\* *Amounts may fluctuate based on currency exchange rates. EEs are expected to use good and reasonable judgment when selecting restaurants.*

## **Business Meal Guidelines**

### **Puerto Rico Based Employee Meals:**

#### **US Daily Maximum Limits (USD): Meals-Self**

- Breakfast: \$20.00 (may be included in room rate)
- Lunch: \$20.00
- Dinner: \$55.00

#### **European Daily Maximum Limits (USD equivalent): Meals-Self\***

- Breakfast: \$30.00 (may be included in room rate)
- Lunch: \$30.00
- Dinner: \$85.00

\* *Amounts may fluctuate based on currency exchange rates. EEs are expected to use good and reasonable judgment when selecting restaurants.*

Due to tax consideration, **Canadian based EEs** are reimbursed for meals based on an a daily meal allowance as established by the Canadian Revenue Agency (CRA). These are based on Canadian Dollar equivalents.

#### **Travel within Canada**

- Breakfast: \$15.00 (may be included in room rate) CAD
- Lunch: \$10.00 CAD
- Dinner: \$25.00 CAD

#### **Travel within US**

- Breakfast: \$15.00 (may be included in room rate) CAD
- Lunch: \$10.00 CAD
- Dinner: \$25.00 CAD

#### **Travel in Europe / Rest of World**

- Breakfast: \$15.00 (may be included in room rate) CAD
- Lunch: \$20.00 CAD
- Dinner: \$45.00 CAD

## **d) Incidental and Miscellaneous Expenses:**

- o Fees and tips given to porters, baggage carriers, bellhops, hotel maids, stewards and stewardesses and others on shops, and hotel servants in foreign countries.
- o Generally incidental costs are paid in cash, however you must always try to obtain a receipt whenever possible. If you do not have a receipt, the total daily allowance for incidentals is \$25.00 per day.
- o Transportation between places of lodging or business and places where meals are taken, if suitable meals cannot be obtained at the temporary duty site.
- o Passport and VISA costs will be reimbursed for US and Puerto Rico based EEs only. There will be **no reimbursement associated with the cost of obtaining a passport for any Canada based EE.**

### ***Incidental and Miscellaneous Expenses (continued)***

- o Vaccinations or other medically necessary preparatory procedures required prior to travel are reimbursable, however, the EE should check with the company on-site Wellness Center first.
- o Winter Clothes (for Puerto Rico based EEs only):
  - Maximum of \$200.00 USD for purchase of winter clothing items (coats, scarves, gloves, sweaters, etc.) for the EE's first trip to the Continental US or Europe during winter months.
  - Must be pre-approved prior to purchase.
  - Replacement will be allowed after two years and determined by the RMD General Manager, on an individual basis, considering normal wear and tear.
  - Must be pre-approved prior to any replacement.
- o Mailing costs associated with filing travel vouchers and payment of employer-sponsored charge card billings.

#### ***Incidental expenses do not include:***

- o Laundry \*
- o Cleaning and pressing of clothes \*
- o Lodging Taxes
- o Telegrams and telephone calls

\* When travel is less than 5 consecutive days

### **e) Communications: (Telephone / Internet / Modem)**

- o The entire detailed bill, showing all charges, must accompany the WAND expense report.
- o All personal phone bills must be **marked or highlighted** to indicate all business related calls and/or charges on the bill.
- o All hotel charges for telephone, faxes, and Internet connections should be broken out by the work week (Monday-Sunday) and entered in under the other category.
- o Air-phone charges unless specifically pre-approved by your manager are not reimbursable.
- o If you have a bundled communication package please contact the payroll department for specific entry procedures, as this has not yet become prevalent and we address it on a case-by-case basis.
- o You must enter your phone charges separately from your internet charges in WAND even if it is listed on the same bill as a bundled service.

### **f) Air Travel**

- o EEs should plan business trips as far in advance as possible to secure reduced fares and preferred seating assignments.
- o Tickets purchased within 14 days of departure, or changes to tickets within 14 days of departure require written approval by department manager.\*
- o EEs flying to **Canada** on RMD business must go to the online travel request application. Meeting times should be adjusted whenever possible to obtain a better travel rate from Roche preferred travel partners.\*
- o Travelers should accept the lowest available airfare that accommodates a reasonable departure and arrival schedule. Personal carrier preferences for frequent flier programs should only be considered when cost neutral to RMD.
- o EEs flying on RMD business must fly coach or economy class on all flights within the North America continent (including Hawaii and Puerto Rico). Purchase of premium seats and/or boarding privileges is not allowed.
- o EEs flying on RMD business may fly business class, whenever the flight is trans-Atlantic or greater than 6 hours in duration (based on airtime of most direct route).
- o EEs are not permitted to volunteer for denied boarding compensation (surrendering your seat in case of overbooking) when traveling on RMD business.
- o Non-refundable tickets are strongly recommended and will be offered by the Travel Department, if available. If an airline change fee is greater than the difference in cost to issue the ticket at a fully refundable fare, then the ticket will be issued fully refundable for complete flexibility.
- o All flight cancellations, when necessary, must be made prior to flight time to allow non-refundable fares to be applied to future ticket purchases. If cancellation is not received prior to flight time, purchase price will be forfeited and reimbursement will not occur.
- o The Travel Department keeps a list of unused tickets by traveler. All unused tickets are also on file in the EEs profile in the online booking tool. These tickets can be used for future RMD business travel. When booking online, the EE is responsible to utilize any unused tickets showing as available. For flights to **Canada**, any availability of unused tickets will always be verified upon submission of a Canadian travel request.
- o RMD permits EEs to make personal use of any awards earned as a result of RMD business travel.
- o RMD will not reimburse individuals the cost or value of any flight awards used for business travel.
- o Personal travel taken in conjunction with business travel should not result in an increase in the reimbursable travel expenses. RMD will only allow those expenses that occur during the business portion of the trip.

- o If the IRS, CRA (Canadian Revenue Agency), or QRA (Quebec Revenue Agency) interprets that a portion of a business expense represents income to an EE, the EE is responsible for any tax related liabilities.

*\* This does not apply to field personnel for customer facing issues and customer emergencies.*

### **g) Travel Tickets (Taxi, Airfare/Train/Bus/Transportation)**

- o Original boarding pass, ticket or passenger receipt is required and should include type/method of payment.
- o Dates of travel expenses are to be entered as the day that the trip was completed (if round trip).
- o Separate entries are to be made per each ticket payment transaction.
- o E-Tickets must show proof of purchase/payment information. Boarding passes are to be retained and submitted with the travel ticket information.
- o Cancelled tickets will not be reimbursed, without proper substantiation and prior pre-approval.
- o Toll charges are reimbursable. Submit with a receipt.

## **IX. Non-Allowable Expenses**

The following is a partial list of expenses that do not qualify per the IRS regulations as a non-taxable expense:

- o Capital expenses (These must be purchased by the client in all cases).
  - Office equipment, furniture, etc...
  - Software/Hardware, etc...
  - Any client specific supplies that will remain with the client after the assignment has ended.
- o Personal items such as luggage, clothing, calculators, toiletries, newspapers, reading materials, etc.
- o Airline lounge clubs
- o Office plants, artwork, wall fixtures, lamps, or similar personal property
- o Personal entertainment, golf or other sport fees including greens or court fees, equipment, tickets, etc., except when part of business entertainment
- o Credit card travel award fees
- o Gift Cards that are cash value (i.e. American Express Cards)
- o Insurance premiums (including flight insurance), health premiums or other benefits.
- o Magazines and subscriptions for personal use
- o Commuting mileage (from home to main place of work)
- o Traffic and / or parking fines
- o Air-phone charges unless specifically approved by your manager
- o Unexplained expenses
- o Credit card fees
- o Finance charges
- o Late fees
- o Interest charges
- o ATM and Bank fees
- o Alcohol purchases made without a meal
- o Expenses related to vacation or personal days while on business travel
- o Country Club Dues
- o Loss of unrecoverable airline tickets, traveler's checks, cash advances, etc.
- o Spouse / companion travel costs
- o No show or cancellation fees
- o Theft / Stolen personal items
- o Travel Expenses direct billed to RMD
- o Damage or repairs to personal car / vehicle.
- o In-room movies or games
- o Souvenirs/ personal gifts
- o Upgrade certificates for airfare
- o Additional charges for upgrades, poolside rooms or special floors
- o Health club, fitness club, spa fees for workers
- o House sitting, baby sitting or animal sitting fees for workers
- o Barber, hairstylist, manicurist, shoeshine services
- o Laundry and valet service for trips shorter than 5 nights in duration

## X. Guidelines in Case of Crisis

- EEs should contact their local Travel Department for advice or the 24 hour external emergency line. There is a user fee charge for the usage of the 24 hour external emergency line.
- The EE must notify their PRO representative of the situation.
- The Travel Department should make alternative travel arrangements within standard guidelines.\*
- If alternative arrangements cannot be provided, or if EE cannot reach the Travel Department) then:
  - The EE / Travel Department should secure overnight accommodation as soon as possible (within original budget). \*\*

EE should:

- Work from the local RMD / Roche affiliate / site if viable.
- Continue to monitor the emergency travel intranet pages, mobile phones and / or email.
- Try to establish contact with the Travel Department (if not done so already)
- Consider organizing own transport home if safe and appropriate (within original budget).\*

Note: Additional reasonable expenses may be incurred (e.g. laundry)

\* As a first priority this could include economy air travel if this is all that is available. If necessary, and as a second priority only, the most suitable alternative can be booked even if at a higher cost.

\*\* If unable to find accommodations within original budget then most suitable alternative should be secured even if this is at a higher cost.

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**XI. Signed Acknowledgment**



**PRO CONTRACTOR  
EXPENSE REPORT GUIDE  
- ROCHE DIAGNOSTIC SYSTEMS-**

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*This Expense Report Guide reflects PRO's general expense guidelines and procedures; however, they may be changed or rescinded at any time, without advance notice or approval.*

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**PLEASE ACKNOWLEDGE RECEIPT OF THE PRO CONTRACTOR EXPENSE REPORT GUIDELINES BY SIGNING BELOW AND RETURNING TO YOUR PRO REPRESENTATIVE.**

***I hereby acknowledge receipt and understand that I am responsible for reading and abiding by its contents.***

Srilatha Guduri

Roche Molecular Systems

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Name (Please Print)

Client Site

Srilatha Guduri  
Srilatha Guduri (Mar 12, 2018)

Mar 12, 2018

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Signature

Date