

1. Objective

BTG's policy is to conduct all business in an honest and ethical manner. BTG takes a zero-tolerance approach to bribery and corruption and is committed to implementing and enforcing effective systems to counter bribery.

The purpose of this policy is to:

- (a) set out the responsibilities of BTG employees in observing and upholding this position on bribery and corruption; and
- (b) provide information and guidance to employees on how to avoid, recognise and deal with bribery and corruption issues.

BTG employees must not directly or indirectly, support, offer, promise or give a bribe or other corrupt or improper payment or inducement to persons who are employed in either the public or private sectors or those who act for them (e.g. their agents). BTG employees are also prohibited from requesting, agreeing to receive or receiving bribes.

Bribery is a crime in every country in which BTG does business. BTG is committed to complying with the spirit as well as the letter of anti-bribery laws to which it is subject. These include the UK Bribery Act 2010, the U.S. Foreign Corrupt Practices Act and other national laws including those enacted in response to the anti-bribery conventions adopted by the United Nations and the Organization for Economic Cooperation and Development.

The provision or receipt of direct or indirect payments or benefits are prohibited when made for an unlawful purpose. A payment will generally be unlawful if it is for personal gain or, if the recipient of the payment is a government official, for the purpose of inducing them to act in a manner which furthers BTG's business interests or refrain from acting in a manner that would disadvantage BTG. In the case of an individual who is in the private sector, an unlawful purpose would generally be deemed to exist if the payment is intended to cause the individual to act improperly by failing to act in good faith or impartially when carrying out their activities for their employer or principal, or by failing to act consistently with any position of trust they may hold. It is also prohibited for any BTG employee to provide anything of value as a reward for any such behaviour.

2. Scope

This policy is applicable to BTG plc, its direct and indirect subsidiaries and BTG controlled joint ventures (collectively defined in this policy as "BTG"). It applies to all group directors, officers and employees (collectively defined in this policy as "employees") worldwide, and impacts our supervision of and contractual relationships with distributors, agents, other representatives, consultants and contractors.

3. Responsibilities

All employees, wherever located, are prohibited from violating or directing others to violate any law including but not limited to any law prohibiting bribery and related forms of corruption.

BTG employees must be familiar with and comply with the national and local laws that govern payments to Government Officials including healthcare professionals and organizations which may interact with BTG (e.g. as clinical study investigators, advisory board members, consultants, speakers or writers).

If there is any difference between the provisions of the applicable laws, BTG adopted industry codes of practice and BTG policy, employees must apply the strictest of the applicable standards.

The term "Government Official" includes employees and officials of governments and government departments and agencies, political party officials, or candidates for public office and officials and employees of public international entities such as the World Health Organisation and World Bank. In many countries where BTG operates, healthcare professionals are employed by the government and are therefore considered Government Officials. UK and US law as well as the laws of almost all of the countries in which BTG operates, criminalize the direct as well as indirect giving of money or any other thing of value to a Government Official to cause a Government Official (either the recipient or some other Government Official) to act in a manner desired by BTG or refrain from acting in a manner that would disadvantage BTG.

Particular care should be taken with respect to interactions with Government Officials who are involved in pharmaceutical or medical device licensing, approving, pricing, reimbursing, bulk purchasing and formulary product listings.

BTG employees who are responsible for making payments, including donations and grants or giving anything else of value to third parties must determine whether the proposed recipient is a Government Official. In case of doubt you should consult with the Legal or Compliance Departments or assume that such person is a Government Official.

The Legal Department will maintain a data-base of intermediaries in relation to which due diligence has been completed indicating the outcome and the date of the last review. You should check the database (available in the public area of the Legal Team folder within the "Departments" section) prior to commencing due diligence on an intermediary to establish their status. Prior reviews may highlight warning flags or give other guidance for your review.

- **It is the responsibility of the person seeking to appoint or contract with the third party to undertake the following ABAC due diligence.**
- **It is the responsibility of the Legal Department to prepare an appropriate contract taking into account the guidance below.**
- **It is the responsibility of the Compliance Department to conduct the required monitoring and auditing.**

The Legal Department will implement, maintain and update this policy. BTG's compliance function will coordinate the audit plan assessing the implementation of this policy's requirements.

4. Key Words

<p>"Government Official"</p>	<p>A person who receives any part of his/her salary from a government (central, regional or local) in any country, or performs a governmental function (such as advising a regulatory or reimbursement agency or institution), with or without pay. This includes any person who holds a legislative, administrative or judicial position of any kind, whether appointed or elected, as well as any person who exercises a public function for or on behalf of any country, public agency or public enterprise, including any public international organization (such as the World Health Organization and the World Bank). Under US law and some other laws, the definition "Government Official" also includes political party officials and candidates for public office at any level of government. Doctors, nurses and other health-care professionals who are employed by publicly funded institutions or organizations should be considered "Government Officials".</p>
<p>"Bribe"</p>	<p>Any payment, gift, benefit, advantage or Anything of Value, which is offered, promised, given, authorized, requested, accepted or agreed, whether directly or indirectly (through one or more intermediaries) and whether as an inducement or reward, including with respect to a government official for the purpose of causing the government official to do something desired by BTG or refrain from doing something that would disadvantage BTG or, so far as individuals in the private sector are concerned, for the purpose of causing the recipient to violate his or her duty of loyalty of his or her employer. A prohibited purpose includes but is not limited to prompting or rewarding the writing of a prescription for a BTG product, placing a product on a formulary list, recording conclusions of an inspection in a way that is favourable for BTG, establishing a reimbursement price or taking or not taking a particular regulatory action.</p>
<p>"Anything of Value"</p>	<p>Refers not only to money bribes, but also to items such as: (i) entertainment, (ii) gifts, (iii) discounts on products or services, (iv) offers of employment, (v) assumption or forgiveness of debt, (vi) travel expenses, or (vii) personal favours.</p>
<p>"Facilitation Payment"</p>	<p>An unofficial payment, even if small, to a Government Official to secure or expedite the performance of a routine or non-discretionary action to which the payer has a legal entitlement (e.g. completion of customs clearance of goods).</p>

<p>“Foreign Corrupt Practices Act” (“FCPA”)</p>	<p>A US federal law that prohibits a broad range of payments to foreign government officials and requires companies to maintain adequate financial and accounting controls and records. The anti-bribery provisions of the FCPA are enforced by the US Department of Justice, with the cooperation of enforcement authorities in other countries. The FCPA permits severe criminal and civil penalties to be imposed upon any company or individual found to have violated the act.</p>
<p>“OECD Anti-Bribery Convention” (“OECD Convention”)</p>	<p>A convention of the Organization for Economic Cooperation and Development (“OECD”). It is aimed at reducing corruption in developing countries by encouraging sanctions against bribery in international business transactions by companies based or doing business in the 34 OECD member countries. The OECD has no regulatory authority but it monitors and reports on the implementation of the OECD Convention member countries.</p>
<p>“Federal Anti-kickback Statute”</p>	<p>A US Federal law that prohibits the offer or payment of remuneration (i.e., anything of value) to a healthcare professional, to induce them to purchase, prescribe, dispense, recommend or provide favorable formulary status for a product for which payment will be made in whole or in part under a federal healthcare program.</p>
<p>“UK Bribery Act 2010” (“UK BA”)</p>	<p>A UK statute that imposes liability on UK companies or other companies doing business in the UK whose employees or representatives engage in bribery. The act also applies to UK citizens/nationals, persons who are ordinarily resident in the UK and any other person who commits a prohibited act in the UK. The Act also extends its jurisdictional reach to include acts of bribery outside the UK and goes beyond the scope of the FCPA, by imposing strict liability on any company that fails to prevent anyone performing services on its behalf from paying a Bribe. Strict liability means that a liability automatically arises as a result of the mere occurrence of an event, irrespective of whether the company concerned knew or intended it to occur.</p> <p>The UK BA provides a defense to company liability if the company can demonstrate that it had “adequate policies and procedures” in place to prevent Bribery. The procedures attached at Appendix B to this policy are intended to form “adequate procedures”.</p>
<p>“Industry Support Review Committee” (“ISRC”)</p>	<p>The BTG committee comprised of representatives from Medical Affairs (Chair), Legal and Compliance, charged with reviewing all US grant, sponsorship and donation requests to ensure that: (i) approved requests comply with all applicable federal and state laws and regulations, BTG adopted industry guidelines and internal policies; (ii) that approved requests align with BTG medical, scientific and commercial objectives.</p>
<p>“Fair Market Value” (“FMV”)</p>	<p>An exchange price that a willing and well-informed buyer or seller would reach through negotiation under prevailing market conditions.</p>

5. References *(section 7 removed as it pertained to related internal procedures)*

UK Bribery Act 2010 ("UK BA").
US Foreign Corrupt Practices Act ("FCPA").
OIG (Health and Human Services Office of Inspector General) April 2003 Compliance Program Guidance for Pharmaceutical Manufacturers.
Federal Anti-kickback Statute ("Federal Anti-Kickback Statute")
Anti-Bribery Convention for the Organization for Economic Cooperation and Development ("OECD Convention").

7. Policy

7.1. APPROPRIATE PAYMENTS AND ITEMS OF VALUE

7.1.1. Payments to Government Officials are only permitted in certain limited circumstances where they comply with relevant anti-bribery laws, including the UK BA and the FCPA. These include payment for:

- (a) Bona Fide Services (e.g. physician speaking and consulting): BTG may hire individuals, including Government Officials, to provide legitimate and necessary services. Individuals must have the relevant expertise or experience to perform the particular services. The engagement must comply with local laws and regulations and applicable industry/professional codes, both in the country in which the person works and the country in which the service will be performed or provided. Under no circumstances may the selection of persons to perform services be motivated or otherwise affected by a person's past, present or future willingness to prescribe, administer, recommend, purchase, pay for, reimburse, authorise, approve or supply any product or service sold or provided by BTG or to make some other decision favourable to BTG (or refrain from making a decision that would be detrimental to BTG). The services must be reasonable in terms of frequency, quality and compensation. Such arrangements require a signed contract to be in place, prior to the service being provided, in accordance with BTG's contract approval process as explained in Appendix C. 'Retainer agreements' that lack specific deliverables or outcomes and do not require documentation of the services performed are prohibited. Obtaining the services of a Government Official, regardless of location, requires BTG employees to obtain written approval from the Legal Department prior to the Government Official commencing any work on behalf of BTG. The payment must not exceed the Fair Market Value of the services that are actually provided. All payments must be made by BTG company check or BTG fund transfers directly to the contracting party or authorised Government Official in the country in which he or she resides. Engagement for services must not be disguised promotion of any BTG product or service. Advisory board and investigators' meetings must not be used to promote BTG products or be conducted in a manner that appears to be promotional.
- (b) Individual Healthcare Professional Sponsorships: BTG may sponsor individuals, including Government Officials, to attend medical or scientific programs (including payment of registration fees, and reasonable and proportionate travel, lodging and meal expenses), provided the arrangement complies with relevant anti-bribery and corruption laws, including the UK BA and the FCPA, and is legal under BTG adopted industry and professional codes of practice and BTG policy. In addition:
 - A. Each individual must be a healthcare professional and be selected based on educational needs. The healthcare professional's participation should ultimately be of benefit to his/her patients.
 - B. No sponsorship may be offered or given to or for accompanying persons including their spouse or partner.

- C. No sponsorship may be offered or given to attend social or sporting events.
- D. To accept BTG's sponsorship, healthcare professionals must sign a written agreement in the form listed in Appendix A (any amendments to which must be approved by the Legal Department). If the healthcare professional qualifies as a Government Official they must also obtain the approval of his or her supervisor and/or government employer (as also noted in Appendix A).

Sponsorship to attend medical or scientific programs that occur within or outside of a healthcare professional's country of residence must be approved by the relevant Industry Support Review Committee (ISRC). The sponsorship and selection criteria must not be linked to prescribing, recommending or promoting any BTG products or services. Sponsorships must be limited to: (i) registration fees; and (ii) reasonable, proportionate and actual travel, lodging and meals expenses (in accordance with the applicable BTG travel policy). Reasonable expenses would not include first class travel or accommodation in luxury or resort hotels. No compensation may be paid to the individual for his/her attendance. Any payments must be supported by provision of original receipts from a third party service provider (e.g. the hotel, travel agent, etc) or, for Government Officials, to the government body itself. Where possible, in the case of a Government Official, any reimbursement should be made directly to the government body itself.

- 7.1.2. Pre-Approved gifts and hospitality to Government Officials: Employees may occasionally provide pre-approved gifts to Government Officials provided the giving of the gift does not violate any applicable law or BTG adopted industry codes of practice. The BTG pre-approval process ensures the gifts are nominal in value (e.g. <£125) and appropriate to the situation. Gifts such as cash or cash equivalents, iPods, iPhones and personal items (e.g. clothing, perfume, etc) are prohibited. The intention behind the provision of a gift should always be considered. The description and purpose of any gift must be documented and approved internally by the most senior budget holder whose function is responsible for the giving of the gift, and by the Compliance Department. Hospitality (e.g. dinner) may be offered solely for the purpose of facilitating a business discussion, provided it does not violate any rules imposed by the individual's employer and is otherwise legal and not lavish. Any hospitality that is offered or provided must be documented. No entertainment of any kind (e.g. tickets to sporting events, theatre, etc) is permitted. Avoid offering gifts and hospitality that may give even the appearance of impropriety.
- 7.1.3. Company visits and meetings with Government Officials: Government Officials, if permitted by their government, may be reimbursed for actual, reasonable, proportionate and bona fide expenses associated with legitimate visits to BTG facilities. Actual, reasonable, proportionate and bona fide expenses are limited to:

- (a) those arising from the direct itinerary from point of origin to the location of the BTG facility or meeting location (i.e. no side trips),
- (b) all arrangements that are made are consistent with and are justified by a legitimate and substantive official or business reason for the visit (i.e. no expenses for spouses or companions, tourist trips or circumstances where a visit was not necessary), and
- (c) in relation to the above, BTG employees must obtain the written approval of both the most senior budget holder whose function is responsible for arranging the company visit with the Government Official, and the Compliance Department.

No fees or compensation may be paid to the individual for his/her attendance. Payments for travel expenses must be made directly to the service provider or, if direct payment to the service provider is not possible, travel expenses may be reimbursed only after BTG has obtained appropriate original receipts or equivalent documentation.

7.2. CONTRACTUAL AND DUE DILIGENCE REQUIREMENTS

- 7.2.1. Prior to signing a contract with a third party, the BTG budget holder who is responsible for approving the third party services or product supply or purchase must ensure adequate due diligence has been performed in relation to the Bribery risk associated with the relationship. This should be undertaken in accordance with the anti-bribery and anti-corruption intermediary due diligence decision process outlined in Appendix B. The extent of the due diligence process and the resultant actions that must be taken will differ based on the determination of the associated risk factors. The level of required due diligence will also depend on the nature and function of the third party's responsibilities to BTG as explained in Appendix B. Exceptions to BTG's due diligence process may only be granted upon a joint written decision by Legal and Compliance.
- 7.2.2. A signed agreement must be in place before any services are provided. The agreement must include appropriate representation that the services to be provided do not violate any anti-bribery or anti-corruption laws. Appendix B outlines the decision process for determining the required anti-bribery and anti-corruption contract provisions. The final form of agreement must also be approved by the Legal Department prior to signature in accordance with BTG's contract approval and delegated authority process.
- 7.2.3. By way of example, for the highest risk category of intermediaries, being those who will deal with Government Officials on BTG's behalf or who will distribute a BTG

product the contract with that party is required to include contractual provisions covering:

- (a) the applicable written anti-bribery and anti-corruption representations and obligations,
- (b) termination rights in the event BTG learns that the third party has violated any applicable law,
- (c) periodic certifications of compliance,
- (d) the right for BTG to investigate and audit if deemed necessary,
- (e) maintenance of accurate and transparent books and records,
- (f) BTG veto rights over selection of agents or subcontractors, and
- (g) an obligation to notify BTG immediately upon discovering any failure to comply with the anti-bribery and corruption clause.

The exclusion of any of the above provisions determined as applicable under Appendix B must be approved by the Legal Department. Our zero-tolerance approach to bribery and corruption must be communicated to all suppliers, contractors and business partners at the outset of our business relationship with them and as appropriate thereafter (Example communication in Appendix E).

7.3. FACILITATION PAYMENTS

- 7.3.1. Although permitted by the FCPA, these so called “small bribes” or “grease payments” are ethically and legally indistinguishable from large Bribes and are illegal by the local laws in the countries BTG operates. Therefore Facilitation Payments must never be offered promised or given by or on behalf of BTG. If you are asked to make a payment on BTG’s behalf, you should always be mindful of what the payment is for and whether the amount requested is proportionate to the goods or services provided. You should always ask for a **receipt which details the reason for the payment and the amount**. If you have any suspicions, concerns or queries regarding any payment or believe it may be a Facilitation Payment, you should raise these with the Legal or Compliance Departments.

The only exception to the prohibition on the provision of Facilitation Payments is in the case of a true emergency that meets one of the following criteria:

- (a) a medical or safety emergency, or
- (b) a person is in imminent jeopardy of serious physical harm; and no other alternative to payment is available to resolve the medical or safety emergency.

All such payments must be immediately disclosed to your manager and the Corporate Ethics & Compliance Officer and full written details must be sent to them no later than 48 hours after the payment has been made. In these circumstances, when facilitating payments are made, each payment must be accurately and completely recorded in BTG's books and records.

7.4. POLITICAL CONTRIBUTIONS

7.4.1. Unless you have received written pre-approval from the Compliance Department, you may not make a contribution or donation to a political candidate, politician or political party or any charity if your actions may be perceived as representing BTG. If you have concerns regarding charitable or political contributions or activities, contact the Compliance Department.

7.5. ACCURATE BOOKS AND RECORDS

7.5.1. All reporting of financial and business information (e.g. accounting records, expense reports, invoices, gifts, etc.) must be accurate, honest, timely, and must fairly represent the facts. No false, artificial, or misleading entries in the books and records of BTG are permitted.

7.6. DISCOUNTS

7.6.1. Discounts, rebates and free goods given in connection with sales transactions involving a BTG product or service must not be used as a channel for Bribes or other improper payments. All such payments and benefits must be lawful, accurately documented and recorded in BTG's books and records. Payments and benefits must be properly negotiated with and actually given to the institution, business entity or person purchasing the products.

7.7. NATIONAL LAWS AND LOCAL LEGAL OPINIONS

7.7.1. National laws, codes and regulations may impose additional or different standards from this policy. No action that may violate local requirements is permitted. If in doubt you should consult with the Legal Department before proceedings.

7.8. QUESTIONS, SUSPECTED VIOLATIONS AND CONSEQUENCES FOR NON-COMPLIANCE

7.8.1. Employees are required to raise concerns and questions about any issue or suspicion of malpractice at the earliest possible stage. If any employee is unsure whether a particular act constitutes a Bribe, or if any employee has any other query, they should be raised with the Legal or Compliance Departments. If any employee believes a decision or action has violated this policy, the employee may also report the matter via BTG's hot-line in accordance with the Employee Open Door Policy.

7.8.2. Detected failures in following this policy or reporting violations will result in appropriate disciplinary actions, up to and including termination.



APPENDIX A

MODEL INDIVIDUAL HCP SPONSORSHIP AGREEMENT

<Date>

<HCP Name>

In response to BTG's desire to support legitimate medical education that benefits patients and, as such, our willingness to sponsor your attendance at the <Independent or Medical Meeting Name> on <Dates> in <Location>, please confirm the following:

You agree that BTG's decision to sponsor your attendance is not intended to influence your decision to prescribe BTG products or services or otherwise influence any pending or future BTG business.

BTG shall cover only actual, reasonable and proportionate travel, hotel, meal expenses and registration fees for your participation in the educational activity (no payments for entertainment, donation, or gifts will be provided by BTG to you or on your behalf to anyone else). Reimbursement by BTG can be made in two ways: (1) directly to the organizer or service provider; or (2) to you based on your submission to us of original receipts for actual expenses incurred. For transparency reasons, please know that the total costs of BTG's reimbursement for your participation are estimated not to exceed <enter amount>.

Before approving your sponsorship, BTG requires that the relevant Public Entity you represent (e.g. the hospital administration) or your immediate superior (or other designated competent authority) countersigns this form of acknowledgment to evidence that they are aware of and approve BTG's sponsorship of your participation in this educational activity.

Finally, by signing this form, you agree that this arrangement with BTG does not violate any local laws, regulation, or employer policies, or professional codes of conduct to which you are subject, and that BTG's reimbursement of your attendance at the above mentioned educational activity is given without expectation by you to provide anything of value to BTG, its employees, directors, officers or BTG agents or other representatives and that you, in fact, will not provide anything of value to BTG in relation this sponsorship.

<HCP Name>, Signature

Date

Name of Government Agency/Public Institution (Please Print)

Name and title of representative (Please Print)

Signature by Agency/Institution representative

Date



APPENDIX D (Appendix B and C removed as pertained to internal procedures)

ABAC “RED FLAGS” OR “WARNING FLAGS”

ABAC WARNING FLAGS	
	The country in which the services will be provided or products sourced has a reputation for widespread corruption (<i>i.e.</i> , has a Transparency International Corruption Perception Index score of 5.0 or lower).
	The proposed intermediary is suspected or known to have paid bribes in the past.
	The proposed intermediary is new to the business area or apparently lacks the facilities, staff or expertise necessary to provide a legitimate service or suggests that the service to be provided consists of using their “influence” with one or more Government Officials.
	A Government Official recommends a specific intermediary to perform a required study, obtain a permit, negotiate a contract or provide some other product or service.
	The proposed intermediary is an active or retired Government Official, is closely related to a Government Official or, if a company, is owned in whole or in part by a Government Official or close relative of a Government Official.
	The proposed intermediary requests a substantial up-front payment or suggests that all or part of his or her fee should be conditioned on whether a government approval that is needed is given (<i>e.g.</i> , whether a permit is obtained or a report is accepted) or the government decides ultimately not to take some action that the government or a Government Official has threatened.
	The proposed intermediary’s suggested fee is much greater than the market rate for comparable work without the intermediary having offered a reasonable justification for the fee suggested.
	The proposed intermediary’s demands money to “seal the deal” or “get the business” or suggests that he or she can circumvent or expedite normal business or bid processes.
	The proposed intermediary wants to keep normal commercial information – such as his or her engagement or commission – secret.
	The proposed intermediary refuses to certify that he or she will not bribe or offer some other prohibited gratuity to a Government Official or individual in the private sector, refuses to agree to the inclusion of BTG’s standard ABAC language in the relevant contract or refuses to permit BTG to audit how the money that BTG paid to him or her actually was used.
	The proposed intermediary asks to be paid in cash, demands that payment be made into an out-of-country bank account or requests other unusual financial arrangements.
	The proposed intermediary asks for the acceptance of false invoices or any other type of false or misleading documents.
	Any other factor that arouses suspicion or concern on the part of the BTG employee interacting with the proposed intermediary.