interfarma

Code of Conduct

2021 revision

Summary

Definitions

Adherent
An entity that operates in areas related to the defense and protection of human health and that has voluntarily adhered to this Code of Conduct, whose general terms are available on INTERFARMA's website.

Company
INTERFARMA's Associate.

Declared Assumption
Data not likely to be found in the literature, therefore, it is an estimated data.

Digital Media
It covers any type of media, which can be created, modified, viewed, distributed and maintained on electronic devices. It includes (but is not limited to) computer programs, software, applications, digital images and videos; pages and websites, including social media; data and databases; digital audio and electronic books.

Ethics Council
INTERFARMA's internal body formed by Internal and External Directors responsible for judging any violations of the Code of Conduct, as provided for in the Code of Conduct and its Internal Regulation (Annex II). It is divided into an Original Chamber and an Appeal Chamber.

Free Sample
Any medication distributed exclusively to doctors and dentists, subject to the terms of the legislation in force.

Health Professional
A professional qualified to prescribe or dispense medication, limited to physicians, dentists and pharmacists.

Institutions in the Health Area
All those who, directly or indirectly, in private activity or as part of the public administration, participate in the Health area or in support thereof, including those that are representative of the medical, pharmaceutical and patient classes, regulatory agencies, Ministry of Health, health departments at the district, state or municipal

level, or any other private entity or public administration body, direct or indirect, who purchase products subject to Sanitary Surveillance.

Judicialization

Appeals of patients to the Judiciary in search of access to health treatments, based mainly on the Federal Constitution, given the shortage of products and services of the Unified Health System.

Market Research

Comprises any activity aimed at the systematic survey, objective recording, classification, analysis and objective presentation of data on behavior, needs, attitudes, opinions and motivations of individuals and organizations in the context of their daily, economic, social and political activities for gaining knowledge or supporting the decision-making process.

Officially Recognized Literatures

Those listed in Annex II of the Collegiate Board Resolution RDC 96/98 issued by the National Health Surveillance Agency – ANVISA on 12/17/2008, or in the regulation that replaces it.

Off-Label information

Any and all information relating to a product that is different from the information contained in the registration documentation of such product with the competent Brazilian health agency. The National Health Surveillance Agency - ANVISA.

Patient Associations

Means a non-profit organization that primarily represents the interests and needs of patients, their families and/or their caregivers.

Politically Exposed Person (PPE)

Any individual who holds or has held a prominent public position or role in a government agency or international organization, in Brazil or abroad. Immediate family members and/or people close to these individuals are also considered PPEs.

Preceptorship

Practical training offered by industry or third parties with the objective of teaching and guiding Health Professionals or Health Related Professionals about a specific illness, clinical management, treatment or medical conduct. Usually, such training is carried out in hospitals/reference centers recognized nationally or internationally by the scientific community.

Press Release or Release

A text prepared by a company, entity, or person, addressed to the media, with the aim of disclosing a fact or opinion of interest to the author, whose disclosure and format are at the discretion of the journalist.

Products Subject to Health Surveillance

Any products or materials that are subject to the control, regulation and/or inspection of the National Health Surveillance Agency - ANVISA, including medicines for human use, their active substances and other inputs, processes and technologies; food, cosmetics, sanitizing, sets, reagents and supplies for diagnosis; medical-hospital, dental and hemotherapeutic, laboratory and imaging diagnostic equipment and supplies; immunobiologicals and their active substances; blood and blood products, human and veterinary organs, tissues for use in transplants or reconstitutions; radioisotopes for in vivo diagnostic use and radiopharmaceuticals and radioactive products used in diagnosis and therapy; any products that involve the possibility of a health risk, obtained by genetic engineering, by another procedure or even subjected to radiation sources.

Professionals Related to the Health Area

Other professionals who can interact with Products Subject to Sanitary Surveillance and/or who relate to patients or Institutions in the Health Area, both in the private sector and as Public Agents.

Promotional Material

Any and all material produced by the Companies with the aim of promoting their products, regardless of the support or media used.

Public Agent

Anyone who exercises, even if temporarily or without remuneration, by election, appointment, designation, hiring or any other form of investiture or relationship, a mandate, position, employment, or role in direct, indirect or foundational public administration. Also considered Public Agents are any employee or executive of a public international organization, any employee or executive of a political party or any member of a political party or candidate for political office. Associates must pay attention to the public agent's quarantine period after occupying a position to ensure compliance with applicable legislation.

Satellite Symposium

An event held by the Company or by Members within larger events, such as congresses, symposiums, and seminars, with the purpose of disseminating scientific information and/or information about a particular product.

Section 1

Fundamental and General Principles

1.1 Information on Healthcare:

Information on disease prevention, healthy habits, and health; when not of a promotional nature, it may be disclosed to the general public through any means of communication.

1.2 Product information:

Product information must be balanced, true, complete, up-to-date and, where appropriate, supported by scientific evidence. The promotion of medicines and other Products Subject to Health Surveillance based on controversial or unsubstantiated information is contrary to the principles of this Code.

1.3 Autonomy of Health Professionals and Health Related Professionals:

Companies bound by this Code may not, directly or indirectly, offer, promise or grant prizes, gratuities or undue advantages, of any nature, linked to prescription, use, promotion, recommendation, acquisition, indication or endorsement of medicines and/or Products Subject to Health Surveillance. Any action that may be perceived as an undue interference with the autonomy of Health Professionals or Professionals Related to the Health Area must be promptly interrupted, without prejudice to the possible determination of responsibilities, as per the legislation in force and the rules of this Code.

1.4 Appropriate use of medicines:

An action that will serve the purpose of disclosing the correct, balanced and adequate indication of the medicine, its dosage and drug interaction, as registered with ANVISA.

1.5 Indications not approved by ANVISA (Off Label) and/or Off-Label information:

Communication actions that disclose off-label information, as defined in this Code, are prohibited, except when specifically intended for the dissemination of knowledge to the scientific community, as provided for in Section 14.

1.6 Transparency:

Companies and Adherents have the duty to adopt and practice policies that ensure absolute transparency in their relations with Health Professionals and Health Related Professionals, as well as Public Agents, Politically Exposed Persons and Healthcare Institutions. Actions that involve making donations or contracting the provision of specialized services, evaluation, research or studies must always be supported by legitimate demands, clearly identifiable and solidly justifiable, and always supported by a written contract signed between the parties.

1.7 Market Research:

Companies and/or Adherents may make use of Market Research, provided they are used in strict accordance with their results, with the legislation in force and with this Code of Conduct.

1.8 Interaction with third parties acting on behalf of the Company and/or the Adherent:

The Companies and Members are responsible for the faithful application of the rules of this Code of Conduct in all actions that they directly or indirectly carry out with Health Professionals, Professionals Related to the Healthcare Area, Public Agents and Institutions in the Healthcare Area. The responsibility of the Companies and Adherents extends to the acts performed by third parties, especially distributors and contracted companies, whenever they represent them. It is recommended to carry out prior diligence/due diligence (procedure of analysis of information and documents of a given company with the predetermined purpose of assessment, which results in a report on the conditions and risks of the analyzed company) for the contracting of any third parties who will act on behalf of the Company or the Adherent.

1.9 Free competition:

The Companies and Adherents undertake to fully observe, in all their activities, the legislation relating to the protection of free competition, in particular Act No. 12,529/2011 or the law that will replace it, any practices, direct or indirect, that may constitute a violation of free competition, including (but not limited to) promoting the exchange of sensitive commercial information; induction of uniform behavior so as to inhibit market competition; inducing agreements that in some way increase market entry barriers or unjustifiably exclude competitors.

1.10 Current legislation:

Without prejudice to the provisions of this Code of Conduct, the laws shall apply to Companies and Members, in the activities of interaction with Health Professionals and Health Related Professionals, Public Agents and Healthcare Institutions, decrees, ordinances, resolutions and standards issued by relevant national authorities, always prevailing the most restrictive standard, and its non-compliance is framed as a transgression of healthcare protection. Companies and Members bound by INTERFARMA's Code of Conduct are also required to comply with national health, competition and anti-corruption laws. The knowledge and application of the Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act are also recommended as good practice and not mandatory.

1.11 Healthcare protection:

Any practice that endangers the health of an individual, including disregard for the current legislation, pursuant to item 1.10, will be characterized as an ethical violation and to this Code of Conduct.

1.12 Compliance with deadlines:

Companies and Adherents undertake to meet the deadlines established in this Code of Conduct and in associated documents, including (but not limited to) those for training to certify employees in the INTERFARMA Code of Conduct, characterizing failure to comply with deadlines as a breach of this Code.

1.13 Relationship with Healthcare Professionals:

Companies belonging to the same economic group as the Companies operating in the human healthcare segment will apply this Code of Conduct in their relationship with Healthcare Professionals.

1.14 Personal Data Protection:

Companies and Members must establish internal mechanisms to ensure compliance with the legislation related to Personal Data Protection in force.

Section 2

Healthcare Judicialization

2.1

Companies and Adherents will not defend or accept the Judicialization as a positive policy for public healthcare in Brazil. Companies and Adherents understand that Judicialization is, on the contrary, a consequence of the gaps and problems of the public system. Therefore, Companies and Adherents must contribute to structural solutions that help the population to have effective access and combat any undue use of appeals to justice. In this sense, Companies and Adherents must comply with the criteria set out in this section.

2.2

Companies and Adherents, in their relationship with Healthcare Professionals, Healthcare Related Professionals, patients and Patient Associations, are prohibited from taking any action, whether direct or indirect, that promotes or encourages patients to seek Judicialization.

2.3

Companies and Adherents shall not support or recommend the prescription or use of any therapy in the experimental phase, except within the strict limits of clinical research, in order to preserve the safety of patients, respecting the autonomy of Healthcare Professionals.

2.4

Information on the product subject to Judicialization, when requested by the Judiciary, must be submitted by the responsible Companies and/or Adherents through scientific studies that contain information on the benefits and risks of the products, based on reliable sources, preferably those already approved in the sanitary registry of the product.

Section 3

Interaction with Public Agents and Politically Exposed Persons

3.1
Companies and Members and any of their officers, directors, employees or agents, directly or indirectly, are prohibited from:

3.1.1
Giving gifts or freebies of any value to Public Agents or Politically Exposed Persons;

3.1.2
Offering, promising or authorizing payment and/or donation of any advantage or benefit, such as sums of money or material goods, to Public Agents or Politically Exposed Persons, with the purpose of obtaining any undue advantage;

3.1.3
Making use of the offer, promise or authorization of payment and/or donation as an instrument to obtain and/or maintain business and/or undue advantages with Government agencies;

3.1.4
Agreeing or otherwise negotiating, regardless of the effective achievement of a result, with a Public Agent or Politically Exposed Persons, practices that result, may result or aim to result:

3.1.4.1
In the disclosure or use of privileged and/or confidential information, for the benefit of the Company, the Adherent or third parties, obtained as a result of the activities carried out by the Political Agent or by the Politically Exposed Persons.

3.1.4.2
In the exercise, by the Public Agent or by the Politically Exposed Person, directly or indirectly, of an activity that, due to its nature, is incompatible with the attributions of one›s position or role;

3.1.4.3
When hiring the Public Agent or Politically Exposed Person to provide services (with or without payment of fees) or sponsorship for participation in events without this professional declaring in a document, in accordance with the legislation in force, to meet the requirements set out in policies and standards of the institution to which they are linked regarding the service to be provided or sponsorship to be received;

3.1.4.4
The Company or Adherent wishing to hire a Public Agent or Politically Exposed Person under the terms of the item above shall, in accordance with the legislation in force, require the Public Agent or Politically Exposed Person to meet the requirements of its institution and declare, in written document, that the service to be provided or sponsorship to be received is in accordance with the policies and rules of the institution to which it is linked;

3.1.4.4.1
It will be up to the Company and the Adherent to include a contractual clause whereby the Public Agent or Politically Exposed Person declares that (a) there is no conflict of interest in the agreed business, and (b) their superiors of the public institution to which they belong are aware and agree with the provision of service, when applicable.

3.1.4.5
In the exercise by the Political Agent or Politically Exposed Person, even if informal, of representation, advisory or intermediation activities of the interests of Companies or Adherents in the bodies or entities of the direct or indirect public administration of any of the Powers of the Union, of the States, of the Federal District and Municipalities (example: attorney, consultant, advisor);

3.1.4.6
In the practice of an act in the interest of a legal entity in which their spouse, partner, grandparents, parents, stepfathers or stepmothers, children, siblings, nephews, uncles, cousins, stepchildren, in-laws, daughter-in-law, son-in-law and brothers-in-law, who may benefit from it or influence their management actions.

3.2
Risk Assessment of Interaction with Public Agents and Politically Exposed Persons:

3.2.1
Before the transfer, directly or indirectly, of any benefit, value, property or right, in any capacity, to any Public Agent or Politically Exposed Person, the Companies and the Members must carry out a formal risk assessment («risk assessment») with criteria clear, objective and uniform, to assess the risks of the existence of a conflict of interest, violation of anti-corruption and/or anti-trust laws involved in such a transfer. The documentation must be stored for a reasonable period to prove the adoption of the measure;

3.2.2
It is recommended that Companies and Adherents consider the type of interaction, degree of influence of the Public Agent or PPE, reputational risk and amount to be transferred during the risk assessment;

3.2.3
Companies and Adherents must take all appropriate actions to mitigate the risks identified during the risk assessment, which may even mean the suspension of the analyzed transfer.

3.3
Companies and Members must control and supervise the interaction of their personnel with Public Agents and Politically Exposed Persons and, in particular, when they hold a prominent public position or function. For these interactions, it is recommended to keep track of the purpose of the interaction and formalization of discussions..

Section 4

Interactions and Relationships with Patient Associations

4.1

Companies and Adherents may interact with Patient Associations and other similar organizations that are legally constituted. Such interaction may occur through support, financial or otherwise, for projects that aim, but are not limited to, technical training, awareness of the population on health-related issues and/or dissemination of adequate information on the treatment, prevention and diagnosis of diseases, Advocacy actions (understood as actions that aim to demonstrate the position of civil entities and institutions on decisions to formulate public policies) and information on quality of life.

4.2

In their interactions with Patient Associations and other similar organizations, Companies and Members shall implement control mechanisms that aim to ensure that the relationship takes place in an ethical, clear and transparent manner, with legitimate objectives and in accordance with the other rules provided for in this Code of Conduct, including the applicable legislation, and interaction with commercial purposes is prohibited:

4.2.1

The final examination and approval of the projects provided for in item 4.1 will not have the participation of the marketing and sales teams of the Companies and Adherents.

4.3

Patient Associations must enjoy absolute independence, with the Company or Adherent being entitled, when requested by Patient Associations, to provide technical and scientific information about their area of expertise, in compliance with the current legislation. Companies and Adherents may not influence, directly or indirectly, Patient Associations for the purpose of obtaining undue commercial advantage, including (but not limited to) product promotion and support for lawsuits, for themselves or for related companies, subsidiaries and/or otherwise related parties.

4.4

The following requirements must be taken into account in the support, provided for in item 4.1, of Companies and Adherents to Patient Associations:

4.4.1

Support for Patient Associations must have a legitimate proposal, preserving the Patient Association's independence and must always be backed by a written contract, regardless of the amount;

4.4.2

No Company or Adherent shall require, condition or demand exclusivity in supporting a Patient Association or its programs;

4.4.3

In respect of the autonomy of Patient Associations, Companies or Adherents shall not be liable for permanent payments of their administrative and/or operational expenses, including costs and expenses related to the constitution and/or formalization of the Patient Association. Any payment of administrative and/or operational expenses will only be accepted in the event that/of (a) they are limited to a maximum period of 18 months from the constitution of the Patient Association; (b) proven need on the part of the Patient Association; and (c) the Company and/or Adherent in question is not the sole supporter of the Patient Association;

4.4.4

Companies and Adherents must keep appropriate records of sponsorships, donations and other forms of support, whether financial or non-financial, granted to Patient Associations. These records must contain at least (a) a description of the nature and scope of each supported project; (b) an indication of the amount and/or benefit granted to the Patient Association; (c) a documentation proving compliance with the requirements indicated in this Section 4, including a copy of the contract signed with the Patient Association; and (c) a documentation that proves compliance with the following requirements:

a) The proposals submitted by the Patient Associations must be detailed, indicate the costs of each item of the project and the expected number of sponsors;
b) The Companies and Adherents must demand from the Patients Association that any financial support is used exclusively for the agreed purpose, and that evidence is presented in a sufficient and adequate level of detail. If the Patient Association wishes to change the destination of the financial support granted, it must inform the Company and/or Adherent responsible for the support, presenting proper justifications. Based on such communication, the Company and/or Adherent responsible for such financial support must assess the possibility of reallocating the amounts to another activity that is in line with this Code, or consider the termination of the respective contract with the Patient Association, with the due return of amounts;
c) In the case of support under the terms of item 4.4.3, the Companies and Adherents must keep documentation that proves compliance with the requirements indicated in item 4.4.3.

4.5

Companies and Adherents must always refuse requests from Patient Associations and their members for advice on medical issues, although educational and technical information about their products is admitted, such as doubts about indication and dosage in accordance with the respective healthcare record. In any circumstance, the Company and the Adherent shall advise the Patient Associations to seek appropriate medical advice.

4.6

It is allowed to contract Patient Associations to provide services with educational, motivational or informational purposes, observing the fair market value, provided that there is complete independence between the services provided and the supported projects.

Section 5

Adherence to the Code and Application in Areas Related to Health

5.1

The Companies and Adherents recognize self-regulation as a priority means for settling disputes arising in the segment in which they operate and, for this purpose, confer the necessary legitimacy to judging bodies and agree to submit to their decisions whenever violations of the current rules are found, pursuant to Chapter 3 of this Code.

5.2

The provisions of this Code apply to Adherents, as defined in the Term of Adhesion to be signed by them, from which time they undertake to comply with the provisions of the Code of Conduct.

5.3

The standards in items 7.1.3 (Section 7), 11.2 to 11.3 (Section 11) and in Section 12 to Section 18 will not be applied to products related to health and subject to sanitary surveillance. (E.g.: Cosmetics, health products and food), regardless of whether the Company is linked to its CNPJ registration, sale or distribution of medicines, provided that the actions taken are not linked to the direct or indirect promotion of medicines.

Section 6

Hiring of Specialized Services

6.1

Companies and Adherents may hire Health Professionals and/or Professionals Related to the Health Area, provided they are duly qualified or constituted, when applicable, to provide services that are compatible with their area of training, specialization or performance. The contractor's remuneration must be adequate and aligned with fair market value and with his professional experience, as well as with the complexity and importance of his professional services. In addition, expenses may be paid, provided they are reasonable, with transport, accommodation, and food, limited to the extent necessary for the provision of the contracted service.

6.1.1

Payment and/or reimbursement of expenses related to passport issuance fees and/or travel visa requests for Health Professionals and/or Health Related Professionals, when hired to provide services, is prohibited.

6.2

The hiring of Health Professionals and/or Health Related Professionals must comply with the principle of transparency and ethics provided for in this Code, observing the following:

6.2.1

There must be a document proving the adjustment between the parties with a description of the nature of the services to be provided and the criteria for the remuneration of these services;

6.2.2

There must be a legitimate interest in the contracted services, which must be clearly established and previously identified;

6.2.3
Unrestricted respect for the technical-scientific independence of the hired professional must be guaranteed, observing the limits of current legislation;

6.2.4
The selection of candidates must follow pre-established criteria compatible with the identified objective, and must be conducted by people who have the necessary knowledge to assess whether the selected professionals meet the previously determined criteria;

6.2.5
The number of contractors must not exceed the number reasonably necessary to achieve the identified objective;

6.2.6
The Company and/or Adherent that performs such hiring shall keep relevant records regarding the hiring of the professional, including evidence of compliance with the requirements indicated in this Section 6, and provide proof of use of the services provided;

6.2.7
Meetings with contracted professionals must be held in locations compatible with the type of service to be performed. The main reason for holding the meeting will always be related to the provision of the service, with social moments being reserved for a clearly secondary character, considering the time and relevance attributed to them;

6.2.8
Transportation, accommodation, food and/or any other expenses must be compatible with the circumstances of the contracted services and should preferably be paid directly by the Company or Adherent to the service provider requested by the contracted party. In the event of a need for reimbursement of expenses to the contractor, which should only take place in exceptional cases, the Company or Adherent must ensure that the expenses are supported by tax documents (or equivalent) and that they do not include any expense or payment incurred for the benefit of family members, companions or persons invited by the professional hired;

6.2.9
Each Company and Adherent shall establish, at its discretion, a maximum annual limit for payment of fees by Healthcare Professionals and/or Professionals Related to the Healthcare Area, consistent with the service to be provided and the specialty of the professionals. These values must be compatible with those of the market, so as not to

lead to an excessive payment to the professionals hired.

6.2.9.1

In exceptional situations, such as natural catastrophes, public calamities and those of notorious unpredictability, the Company or Adherent may define, at its discretion, differentiated fees for Healthcare Professionals and Related to the Healthcare Area, provided that it is properly documented with public information.

6.3

The hiring of a Healthcare Professional or a Professional Related to the Healthcare Area who performs the role of Public Agent or a Politically Exposed Person must follow the relevant rules, observing any impediments, permanent or temporary, that the legislation may impose.

6.4

In the event that the hiring of a Healthcare Professional or a Healthcare Related Professional is related to the organization or accomplishment of events, the following rules must apply:

6.4.1

Professionals hired to act as speakers at symposiums, congresses, meetings, conferences or any other events must enjoy absolute autonomy and freedom in formulating their opinions and analyses. It is imperative that they declare their potential conflicts of interest with the contractor to the hearing prior to any exposure;

6.4.2

Companies and Adherents must request any Healthcare Professionals and/or Related to the Healthcare Area hired by them to provide services, members of committees for the preparation of protocols or clinical guides, to disclose to the respective committees their relationship with the Company and/or Adherent during the contract period, and such committees are exclusively responsible for defining the procedures to be complied with by the respective professionals.

Section 7

Events Organized by the Company or Third Parties

7.1
Ethical provisions applicable to Section 7:

7.1.1
The provisions set forth in this section apply, without distinction, to events organized by associations or other entities, by the Company itself or by Adherents, Patient Associations, academia or any other public or private entities, whether in person or online.

7.1.2
The disclosure of non-promotional information that has not been approved by ANVISA (Off-Label information) can only be made when related to medical and scientific information within the presentation of congresses, symposia or other scientific events, provided that (a) the audience is composed by Healthcare Professionals and (b), before disclosing the Off-Label Information, it is properly communicated about the fact that it is about indications or use not authorized by ANVISA (Off-Label Information).

7.1.2.1
Companies and Adherents must define and establish objective criteria to create a safe environment in order to display balanced information, without a promotional nature (direct or indirect), and that allows new innovative content to be disclosed to Healthcare Professionals and those related to the Healthcare area.

7.1.3
Only pens and notepads are allowed to be used as support material only in face-to-face events for participants of presentations at congresses, seminars or lectures held outside the medical office environment, which may or may not have the institutional logo.

7.1.4
Any support for professionals to participate in events, national or international, cannot be conditioned to the prescription and/or dispensing, sale or promotion by such professionals of any type of Product Subject to Sanitary Surveillance or of the Company or Adherent.

7.1.5
Invited professionals may not receive any kind of compensation, direct or indirect, for the time invested in monitoring the event, except when such share corresponds to services legitimately provided as a result of a contractual obligation previously agreed.

7.1.6
The location chosen for the event must provide an adequate environment for developing the scientific and/or educational themes proposed, with conference rooms, workshops and professional meetings and, when necessary, support material.

7.1.6.1
It will not be allowed to hold events in places whose eminently tourist or entertainment appeal may detract from the scientific and/or educational character of the event.

7.1.6.2
Inappropriate venues under the above item include (but are not limited to) cruise ships, theme parks, hotels or hotel complexes recognized for their predominant entertainment characteristics.

7.1.6.3
Companies and Adherents must proceed with an analysis of the venue of the events, in order to ensure that they have an adequate structure for the proposed educational/ scientific purposes.

7.1.7
Expenses with transport, meals and accommodation must be limited to the occasions inherent to the event itself and be directed exclusively to the invited professional, and may be extended to the days immediately before and after the official schedule, if logistical and transport aspects justify such concession.

7.1.7.1
It is prohibited to offer first class tickets to professionals to participate in symposia, congresses, seminars or professional meetings of any nature, without distinction, and to events organized by the Company or Adherent, by medical associations, Patient Associations, academia or any other public or private entities.

7.1.7.2
Payment and/or reimbursement of expenses related to fees for issuing any document of a personal nature and enabling the Healthcare Professional or a one Related to the Healthcare Area to provide the service and/or act professionally, such as, but not limited to, passport and travel visa application.

7.1.8
Companies and Adherents will keep on file the relevant receipts, records and documents related to the expenses incurred in favor of the invited professional for the period corresponding to the respective fiscal year.

7.1.9
The payment or reimbursement of any expenses related to family members, companions or persons invited by the professionals is expressly prohibited.

7.1.10
Refund, payment or provision of any entertainment and/or leisure activity is expressly prohibited, including (but not limited to) tickets to concerts, theater, cinema, presentations, sporting events, regardless of whether or not they are associated with the organization of the scientific and/or educational event.

7.1.11
The offer of conveniences by the Company or Adherent during the events, including (but not limited to) lunches and snacks, must be done in a manner consistent with a good conduct and organization, and always compatible with the dignity and respectability of professionals participating.

7.1.12
INTERFARMA encourages the adoption of measures and organization compatible with the dignity and respectability of the professional class served during the events held, adopting, for example, measures that limit the number of participants in the events and previously define criteria for participation, among others that are considered opportune for the occasion.

7.2
For sponsoring events held by third parties, the following provisions also apply, except for events organized by Patient Associations or intended for the general public.

7.2.1

Companies and Adherents may sponsor symposia, conferences, seminars and other scientific or educational events that aim to provide education to Healthcare Professionals, Healthcare Related Professionals or any other professionals, as long as they are duly qualified, always aiming to improve the care for patients and health.

7.2.2

Associated companies will be able to proactively disclose their pipeline, in an exclusively institutional and non-promotional manner, during scientific events, such as at conferences (symposium and medical part of the stand), in order to help healthcare professionals obtain scientific updates on breakthroughs in research and therapeutic innovations prior to submission of the registration to regulatory authorities, containing:
a) name of the molecule;
b) indication;
c) name and/or identification of the study(ies);
d) mechanism of action.
Reactively, it is possible to provide more detail on ongoing studies, results, amidst other information.

7.2.3

The sponsor may acquire quotas for the sponsorship of congresses, symposia, seminars and other events, through a written contract with the Company, Adherent or organizing entity, and may not interfere in the definition of the schedule, objectives, location, selection of speakers or in other aspects related to the event.

7.2.4

Satellite symposia are considered events held or organized by the Company or Adherent, and must comply with the rules contained in this section.

7.2.5

For events that have not been organized by medical associations, or whose organization involves private institutions, Companies/Adherents must establish a strict criteria to define their sponsorship, such as, but not limited to:
a) a scientific agenda approved by the medical area;
b) absence of entertainment activities;
c) not being the exclusive sponsor of the event.

7.2.6

Companies and Adherents must establish an annual limit on the number of sponsorships/events to be offered, per professional, regardless of the individual financial value of each event.

7.3
Participation of the Healthcare Professional or Healthcare Related Professional:

7.3.1
Payment and/or reimbursement of expenses of professionals is not allowed when such expenses have already been covered by the organizer or by any other Company or Adherent;

7.3.2
Companies and Members must use objective and plural criteria to identify the invited professionals, and a nomination based exclusively on commercial criteria is forbidden. The commercial area is prohibited from defining the professionals to receive sponsorship. It must be ensured that the criteria below are met for the granting of sponsorship:
a) a proven domain of the sponsored official language of the event, unless the existence of simultaneous translation is proven;
b) a sponsored professional performance in the therapeutic area of the congress;
c) in the case of third-party events, it is prohibited to cover only expenses related to logistics (transfer and accommodation), unless the professional's registration is proven;
d) for international events, the recognized role of the sponsor as a clear opinion maker and promoter of scientific knowledge;
e) no professional shall be sponsored to assist events where entertainment costs are included in the event support fees.

7.4
The Company or Adherent as organizer of its own events:

7.4.1
Companies and Members may hold their own events with the aim of disseminating medicines and other Products Subject to Health Surveillance, in accordance with the current legislation, and disseminating educational and/or scientific knowledge aimed at Healthcare Professionals and Healthcare Related Professionals.

7.4.1.1
Events of this nature must take place in the same country in which the organizing Company or Adherent is headquartered, unless the choice for a foreign country is justified by security and/or logistical reasons, as in the case of events that bring together participants from different countries, in the case of a satellite symposium at international congresses, and in case the relevant resource or experience that is the object or subject of the event is located outside the country of the professional's practice.

Section 8

Visit to the Healthcare Professional

8.1
The activities of the Companies and Adherents› representatives must be guided by the highest ethical and professional standards and must have as main objectives:

8.1.1
To inform Healthcare Professionals about the benefits and risks of their products;

8.1.2
To promote the products according to the use approved by the relevant regulatory authorities, providing, when applicable, all scientific subsidies related to the Products Subject to Health Surveillance with the support of the studies carried out.

8.2
The Companies and Adherents› representatives must transmit accurate and complete information about the Products Subject to Health Surveillance to Healthcare Professionals, always limited to the information and characteristics of the product registered with ANVISA.

8.3
Offering incentives of any kind to Healthcare Professionals in return for the prescription, referral, influence on the purchase decision or administration of products is forbidden, including the offer of any items that aim to facilitate the prescription.

8.4
The payment of meals to Healthcare Professionals is allowed when made for the purpose of discussion or exchange of scientific or educational information, and must be limited to modest amounts and in a suitable place (for the conversation). The Company›s representative must be present during the entire time reserved for the meeting.

8.4.1
Payment of meals or any other expenses for companions is not allowed.

8.5
Promotional visitation to Healthcare Professionals is only allowed.

8.6
Companies and Adherents bound by this Code may not, directly or indirectly, promise, pay or donate amounts and/or goods of any nature, to have the right to access clinics, offices, outpatient clinics, medical centers, hospitals or any other health entities, whether public or private. Additionally, no other promotional instrument, such as sponsorships and/or events, may be used as a means of enabling access.

8.7
The visit of the pharmaceutical industry to the Healthcare Professional so as to promote their products must be carried out in an ethical and transparent manner and be accompanied by accurate and up-to-date scientific information, in order to contribute to the updating of Health Professionals and, consequently, to improve the lives of patients.

8.8
Companies and Adherents shall not promote any mechanisms that induce the physician to provide coupons or discount cards for the purchase of medicines by patients, as well as fill out any sort of registration, form, form sheet, information card or similar documents due to promotions mentioned.

Section 9

Donations to Healthcare Institutions

9.1
Donations destined to Healthcare Institutions must comply with a legitimate interest and always be aimed at meeting the real needs of the assisted community or society.

9.1.1
For the purposes of the item above, holding parties, confraternizations or other entertainment events are not considered legitimate interests.

9.2
Donations must always be supported by a written document containing, at least, a clear specification of the amount, date, purpose, and any charges that may exist.

9.3
Donations will only be made to formally established legal entities.

9.4
Donations cannot be used as an instrument for retaining or obtaining business, with the objective of obtaining an undue advantage or being linked to considerations, such as the indication, recommendation or purchase of products from the Companies and Adherents. Companies and Adherents are encouraged to make the donations made by them public.

9.5
Companies and Adherents must ensure that recipients of donations have sustainability mechanisms to guarantee their existence regardless of donations.

Section 10

Market Research

10.1

All Companies must comply with the following national and international standards governing research activity, in accordance with good market practices: standards from ABEP - Brazilian Association of Research Companies and from ICC/ESOMAR - ICC: International Chamber of Commerce / ESOMAR: European Society for Opinion and Market Research (or entities that replace them).
Market Research should never be:
a) biased;
b) used as a means of promoting sales;
c) used for purposes of promoting Off-Label information;
d) used to influence the opinions of respondents;
e) performed in a way that could reduce confidence in the Company or Adherent.

10.2

It is fair that the research participant receives compensation of a value compatible with the market, non-abusive, defined, paid and accounted for by the supplier.

10.3

Reports of adverse events related to the contracting company's products must be informed by the research company in accordance with deadlines and procedures established by local standards and legislation.

Section 11

Communication Actions

11.1

Companies and Members bound by this Code must comply with the ethical and transparency principles provided for in the Code in their communication actions, such as Press Releases and press conferences, comply with applicable laws and regulations and only address aspects and true information, accurate, reliable and duly substantiated and referenced, whenever applicable.

11.2

All information provided by the Companies through a Press Release, whether based on a need identified by the Company, a journalist or a media outlet, must comply with the following:
(a) not interfering with the journalist's autonomy;
(b) being impartial, balanced and based on truthful and referenced sources;
(c) be previously approved by the Company, according to internal policy;
(d) must not contain promotional information, such as adjectives.

11.3

Social Media and Digital Channels:

11.3.1

The information disclosed and activities carried out by the Companies and Members on social media, such as, but not limited to Facebook®, Instagram®, Twitter® among others and digital channels, such as, but not limited to applications, chatbots, YouTube®, among others, should always:
a) be part of an official channel duly approved internally;
b) if it is not an official channel, be transparent and disclose the ownership of said information/activity or its sponsorship.

Section 12

Promotional Materials

12.1
All citations, paraphrases and medical and scientific information contained in the material must be based on reliable sources, such as Officially Recognized Literature. Any data originating from scientific publications must be accompanied by a bibliographic reference, containing at least the following information: name of the author, title of the article, name of the journal, year of publication and volume and page numbers.

12.2
The content of the bibliographic references must be available at the Healthcare Professionals service, health authorities and other duly authorized recipients who request them.

12.3
The rights of third parties, in particular those relating to copyright, must be strictly preserved.

12.4
If there is visual adaptation of graphics from scientific publications, this must be clearly informed (“adapted from”) and rigorously express the veracity of the study information, in addition to the specification of the complete bibliographic reference.

12.5
Data from “in vitro” and animal studies must be identified as such and their results cannot be extrapolated to clinical practice.

12.6
The use of images of children, pregnant women, naked bodies and people in sports activities must be careful and coherent with the characteristics of the promoted medicine.

12.6.1
It is prohibited to use uniforms of sports teams and/or professional athletes to carry brands of medicines.

12.7
The month and year of production of the material must appear in the piece, including in advertisements.

12.8
Promotional materials produced by the Companies in all their formats, physical, electronic or digital, must observe the following principles:

12.8.1
Respect current legislation and comply with the characteristics registered with ANVISA at the time of production of the material;

12.8.2
Submit data with honesty, impartiality and balance;

12.8.3
The graphics and illustrations must give appropriate support to the text to which they refer, in order to strictly comply with the reproduction of scientific material published in scientific journals, including with regard to the demonstration of results, as well as the graphic proportionality or relation of dimensions;

12.8.4
Medical and scientific information must be clear, reliable and up-to-date, avoiding the use of artifices that lead to incorrect or ambiguous interpretations.

12.9
Comparative advertising of Products Subject to Health Surveillance must respect the following principles and limits:

12.9.1
The use of third-party trademarks without the consent of the respective holder is prohibited; This prohibition does not cover comparative advertising between active ingredients and other characteristics (linked to the composition) of medicines, even if the indirect identification of Companies and Adherents is possible, provided that it is properly based on comparative studies;

12.9.2
It must not characterize unfair competition or defame the image of Products Subject to Health Surveillance or brands of other companies;

12.9.3
It must not cause any confusion between Products Subject to Health Surveillance that are competitors;

12.9.4
There must be objectivity and technical foundation in the comparison;

12.9.5
Comparisons and claims must be verifiable;

12.9.6
Comparisons and claims must be accompanied by supporting references.

Section 13

Activities at Points of Sale Related to Medicines

13.1
It is prohibited to make payment, offer gifts, sponsorship or other benefit in favor of a Healthcare Professional or Healthcare Related Professional in exchange for any agreement or explicit or implicit understanding that the Healthcare Professional or Healthcare Related Professional will prescribe, use, acquire, recommend, indicate or dispense a certain drug.

13.2
The placement of advertising and advertising of prescription drugs directed to non-pharmaceutical pharmacy owners, store clerks or other persons not authorized to dispense medication is prohibited.

13.3
Actions that do not negatively interfere with the consumer›s freedom to purchase, such as discount programs and interactions aimed at updating Healthcare Professionals or Healthcare Related Professionals, will not constitute an infringement of the rule provided for in this section.

13.4
Companies must formalize promotional actions with pharmacies/pharmacy chains/ commercial partners prior to their accomplishment, in order to prove such actions, if questioned.

Section 14

Pre-launch Activities and Communication on Drugs Without Registration and Indications Not Approved by ANVISA (Off-Label)

14.1

Companies and Adherents may not promote, publicize, or advertise Off-Label Information or pharmaceutical products that have not been approved by the relevant healthcare agency.

14.2

Information and/or clinical studies that contain Off-Label Information or are related to products not registered by the relevant healthcare agency may be presented and/or delivered:

a) To Healthcare Professionals and Healthcare Related Professionals, in a reactive manner, when requested by said professionals to Companies, provided that such information and/or studies are limited to inquiries made and presented and/or delivered by the medical and/or Medical Scientific Liason (MSL), without the participation and/or presence of the commercial area. This process must be properly documented by the Company or Adherent;

b) Actively, in scientific events, in the form and within the limits provided for in item 7.1.2 of this Code;

c) In the form of Press Releases to the specialized health media, observing the rules and limits provided for in the items 11.2 and 11.3 and as long as they do not have the objective of inducing Judicialization; or

d) When necessary to comply with administrative or judicial determinations.

14.2.1

The provisions of this section shall not be applied in order to prevent the dissemination of relevant information to the scientific community about technological breakthroughs, access to clinical research results and new discoveries for treating patients. Disclosures of information about unregistered products will also be permitted whenever such disclosure is necessary to comply with a court order.

14.2.2

International preceptorships cannot have the sole purpose of providing Off-Label or unregistered product information to participants.

14.3

Off-Label and non-registered product information may be shared and reactively discussed by the medical area and/or the Medical Scientific Liaison (MSL), without the participation and/or presence of the commercial area.

Section 15

Offering Freebies to Healthcare Professionals

15.1

It is prohibited to offer freebies/items and/or gifts of any nature to Healthcare Professionals and Healthcare Related Professionals, including, but not limited to:
a) Freebies/items and/or gifts for personal benefit, directly or indirectly through clinics and institutions. This prohibition includes, but is not limited to freebies/customary items for significant national, cultural or religious events;
b) Freebies/items and/or gifts in exchange for any express or implied agreement or understanding that it will use, acquire, recommend, recommend or dispense medications;
c) Cash and/or equivalent benefits, including but not limited to credit cards, freebie vouchers and/or gift certificates;
d) Products used in the office routine, including, but not limited to, administrative items (pens, pencil holders and notepads) or for use in the maintenance and provision of healthcare services;
e) Gifts/freebies including medicine logo;
f) Promotional items related to drug promotion (e.g. post-its, mouse pads, calendars, among others).

15.1.1

This prohibition does not apply to the provision of pens and notepads pursuant to item 7.1.3, nor to essential items for the education and safety of patients about the use of a product that may be prescribed by the Healthcare Professional. In this case, the item must only contain the institutional logo of the Company or Adherent and cannot contain a product logo.

Section 16

Distribution of Free Samples

16.1

In compliance with local laws and regulations, Free Samples of a pharmaceutical product may be provided to Healthcare Professionals authorized to prescribe that product to improve patient care. Companies must have adequate systems of control and accountability with respect to Free Samples provided to Healthcare Professionals, including how to take care of such Free Samples while in the possession of medical representatives.

Section 17

Over-the-counter Medicines

17.1
In addition to the provisions set forth herein and the legal provisions in force, the advertising or promotion of over-the-counter medications must meet the following:

17.1.1
The benefit and safety of the consumer must always guide any advertising initiatives;

17.1.2
Respect for consumers and Healthcare Professionals should be the main basis for promotional actions;

17.1.3
To privilege the orientation of consumers and Healthcare Professionals;

17.1.4
Promotional pieces will highlight that the promoted products are medicines, in order to avoid any confusion with other free consumption products;

17.1.5
The use of the name, image and/or voice of a lay person in medicine or pharmacy, whose characteristics are easily recognized by the public due to their celebrity, to endorse, recommend or suggest the use of over-the-counter medicines, as well as using direct or indirect language that relates the use of medication to physical, aesthetic, intellectual or psychological improvements, except when these benefits can be proven.

17.2
The promotion or advertising of over-the-counter drugs:

17.2.1
Must not mislead consumers as to the content, package size, appearance, uses, speed of relief or actions of the product;

17.2.2
Must always base any reference on studies, whether scientific or consumption-based, and on research done and correctly interpreted, and the results or conclusions presented to the consumer must be verifiable;

17.2.3
Can only suggest the cure or prevention of any disease within the strict limits of the medicine's registration;

17.2.4
Must not induce the consumer to use unnecessary medications;

17.2.5
Must not induce children or adolescents to use the products;

17.2.6
Must not induce the consumer to feel fear or apprehension as if they were suffering or will suffer from any serious illness;

17.2.7
Must not present any offer to refund the money paid or any other benefit, of any nature, for the purchase of a drug, due to possible consumer dissatisfaction;

17.2.8
Must not contain any statement or presentation, of any nature, that is obscene, repulsive, gross, or discriminatory against race, sex, sexual orientation, creed, social or intellectual condition, and must not inspire violence or spread superstition;

17.2.9
Must not use messages, symbols, items and images designed to encourage the consumption of the product by children or adolescents, and the use of recreational resources, such as games, toys and dolls, for its promotion is also prohibited.

Section 18

Direct Contact with the Patient

18.1
In the relationship maintained with the patient, whether through call centers, websites, chats, social networks or any other form of interaction, the Companies must observe the following restrictions:

18.1.1
Company employees with a commercial role are prohibited from proactively contacting patients;

18.1.2
The indication of substitute or similar drugs for discontinued or non-marketed drugs is prohibited;

18.1.3
Providing exclusive services of Healthcare Professionals is banned;

18.1.4
Justifying, denying, or confirming the treatment or conduct of the Healthcare Professional is forbidden, and the return to this professional must always be recommended;

18.1.5
Disclosing any medical data that is not included in the package insert is forbidden.

18.2
Contact with the patient, when carried out by a legally qualified Healthcare Professional or Healthcare Related Professional, will comply with the standards corresponding to the professional category to which the attendant is legally bound.

Section 19

Medical Education

19.1
Companies and Adherents must support medical research, education, and scientific knowledge, with the aim of expanding the skills of professionals and improving patient safety, providing access to high-tech medicines for health.

19.2
Companies are responsible for providing information and/or training about their products to Healthcare Professionals and Healthcare Related Professionals.

19.3
Training and education programs include (but are not limited to) hands-on training sessions, workshops, drug-related lectures, presentations, and clinical meetings.

19.4
Delivery of educational/scientific materials is permitted. Educational materials related to medications include (but are not limited to) pamphlets, leaflets, folders, posters, and other non-personalized printed materials, which aim to assist the Health Professional in providing adequate patient guidance. Scientific materials are allowed to meet legal requirements.

19.5
Companies may support the medical education of Health Professionals and Professionals Related to the Healthcare Area by sponsoring courses (on-site or virtual), as long as such courses are not considered training or degree courses (e.g. specialization courses and postgraduate studies).

19.6
Companies may also carry out/support the development of their own or third-party portals that have scientific content (promotional or not), provided that access is restricted to Healthcare Professionals. This support must be transparent, that is, it must

contain express and visible information that the content was prepared or supported by the industry. The portals must be free to access, that is, charging users for their access must be prohibited.

19.6.1

Without prejudice to the provisions of clause 19.6 above, other educational content, of a non-promotional nature, may be prepared or sponsored by the Companies and made available to the general public, subject to the rules and limits of this Code.

19.7

Companies may also carry out their own Preceptorships or support Preceptorships carried out by third parties as a way to support medical education.

19.7.1

The Preceptorships can be carried out in the country or abroad, taking into account where the resources necessary to carry them out are located (hospital/reference center, medical team, etc.).

19.7.2

The Preceptorships are intended to provide medical education and, therefore, must be led and organized by the medical area of the Companies.

Section 20

Market Access Materials

20.1

Market access stakeholders are intended to make independent, impartial, financially responsible decisions regarding applicable budgets and considering the best interests of patients' health. Companies must respect this objective/assumption and provide relevant scientific and economic information that is true, accurate, fair, balanced and without distortions, thus ensuring that the exchange of information is strictly limited to what is necessary or requested for the purpose of the exchange and to assist and/or respond to the need for information for the decision-making process.

20.2

Market Access materials must include a target audience statement stating that the materials provided contain Stated Assumptions and/or factual information referenced for assessing Market Access conditions and are not intended for promotional purposes.

20.3

In the case of materials that present Stated Assumptions, the rationale of such assumptions (for example, calculation memory) must be stored by the Company or Adherent during the period in which such information is used with payers and at least during the next 12 months thereafter. Moreover, this rationale must be made available in case of request by the access stakeholders.

20.4

All material provided to market access stakeholders must have the following characteristics:

(a) Be accurate, clear, robust, balanced, and complete, scientifically and/or statistically referenced, and not misleading;

(b) Be fair and truthful, being aimed at the public responsible for this decision;

(c) Do not present any designations, symbols, figures, images, drawings, figurative marks, slogans and any advertising arguments in relation to the medicines. Materials

must be different from materials used in promotional activities);
(d) The brand name and logo of the product may be used, but for the sole purpose of increasing transparency and clarity in the discussion, in addition to ensuring that the information is clearly associated with the product's packaging.

20.5

The market access professional may have initial conversations with payers, prior to regulatory approval, only for payers' budgeting and financial planning processes, providing them with technical data of the condition in question and, if published, of the product in order to assist in the financial planning. In these interactions, it should be taken into account that:
(a) It must be clear that the product/indication is not yet locally approved;
(b) The information is only addressed to the relevant payers at the correct time.

Section 21

Supporting Programs

21.1
“Supporting Programs” are programs developed by Companies that offer support, support and/or assistance over time. Supporting Programs may be aimed at supporting and aiding the patient (“Patient Supporting Program”) or the Healthcare Professional (“Diagnostic Program”).

21.2
The Supporting Programs must not have the purpose of inducing the prescription, use, promotion, sale, recommendation, indication or endorsement of any product or any granting of benefit to the Company.

21.3
The Company must define the criteria or mechanisms to ensure that the Support Program is for health promotion and not for promotional or awarding purposes.

21.4
Supporting Programs must not generate any type of compensation to the physician.

21.5
Individualized patient or Healthcare Professional data cannot be used for commercial purposes.

21.6
No Supporting Program or its services offered should promote Judicialization.

21.7
The programs must value transparency, with clear information about the funder(s).

21.8
Regarding Diagnostic Programs:

21.8.1
The Diagnosis Program is allowed and must be directed to the physician in order to provide tests that identify a pathology and/or its variations, provided that there is potential treatment available in the country, whether drug or not.

21.8.2
The commercial areas cannot communicate in relation to exams for the diagnosis of diseases that may benefit from products not yet registered in the country.

21.8.3
The information about the exam free of charge for the patient must be clear. Additionally, such benefit must be individual and non-transferable.

21.9
Regarding Patient Supporting Programs:

21.9.1
Within a Patient Supporting Program, only the use of a product and/or indication of products duly legalized in Brazil and prescribed by the physician will be allowed.

21.9.2
The Patient Supporting Program cannot encourage and/or allow the inclusion of patients who have received a prescription for the Off-Label use of their medications.

21.9.3
The decision to enter or leave the Patient Supporting Program belongs to the patient, subject to the terms and conditions of the program defined by the Company.

21.9.4
The material delivered to the patient must contain information relevant to facilitating adherence to treatment, the disease or other information relevant to the patient's well-being, when applicable.

21.9.5

The Company may disclose the Patient Supporting Program to Healthcare Professionals. In the case of the general public, the disclosure may be made as long as it does not characterize the commercial promotion of medicines, in accordance with current legislation.

21.9.6

Patient Supporting Programs will have as objectives:
a) Health promotion with increased quality of life;
b) The support service and treatment adherence;
c) The provision or clarification of public information for the benefit of the patient's health and access, with the representation of the patient and/or physician with third parties being prohibited.

21.9.6.1

Patient Supporting Programs may include services to benefit the patient as long as they are related to the disease and its treatment, such as:
a) Medicine discounts;
b) Free supply of medicines;
c) Home care;
d) Infusion and application;
e) Follow-up exams;
f) Monitoring of multidisciplinary professionals;
g) Provision of items exclusively related to a better adherence to the treatment.

21.9.6.2

With respect to the free supply of medicines, each Company must create mechanisms and rules so that this is not, directly or indirectly, an encouragement to Judicialization.

Section 22

Application and Effectiveness of the Rules of the Code of Conduct

22.1

INTERFARMA encourages Companies, Adherents and any other interested persons or institutions to file substantiated complaints against actions that may characterize a violation of the rules of conduct provided for in this Code, for investigation by the Ethics Council. Companies and Members must submit their claims in accordance with the procedure provided for in this Code or other INTERFARMA regulations. Other people or institutions that are not bound by this Code may file their complaints through the INTERFARMA website.

22.2

The complaint presented by any Company, Adherent or interested person or institution will be received by the INTERFARMA Compliance Department for analysis of its consistency and possible opening of the investigation procedure. Once the complaint has been made and the admission and investigation procedure has been initiated, it can no longer be withdrawn, and the Ethics Committee will be responsible for processing the complaint with a view to applying the applicable penalties.

22.3

The complaint may also be formalized by the Executive President of INTERFARMA and/or the President of the Board of Directors and must present identification of the complainant and the Company or Adherent complained, and a brief report on the alleged violation or violations of the Code with the relevant supporting documentation, being addressed to the Compliance Board.

22.4

Anonymous complaints or complaints that do not contain sufficient elements for proper identification of the complainant will not be admitted for investigation by INTERFARMA.

22.4.1

Without prejudice to the above, the complainant will be allowed, in the case of an individual and for justifiable reason, to request that the confidentiality of his/her identity be preserved in relation to the parties and persons involved in the complaint, and INTERFARMA, during the analysis of admissibility, to judge the origin of the request.

22.5

Only complaints referring to facts that occurred no more than 1 (one) year before the date of receipt of the complaint by INTERFARMA will be processed. Complaints made outside this period will be immediately filed, with no possibility of appeal.

22.6

INTERFARMA, through its Internal Affairs, will implement actions aimed at education, prevention and monitoring, based on well-founded consultations and systematic follow-up, aimed at Companies and Members.

Section 23

Internal Affairs

23.1
The Internal Affairs Unit will have full independence in the exercise of its prerogative to ensure the faithful compliance with the precepts of this Code of Conduct by the Companies and Members.

23.2
The Internal Affairs Unit will implement educational actions aimed at promoting a culture of good conduct in the relationship of Companies and Members with Health Professionals, Health Related Professionals and Health Institutions.

23.3
The Internal Affairs Unit may issue non-binding guidelines for the Ethics Council, for Companies and Members, in accordance with the legal provisions in force and with the ethical criteria set forth in this Code of Conduct.

23.4
As provided for in its Regulation (Annex I), based on substantiated opinions, the Internal Affairs Unit may respond to queries in a binding or non-binding manner.

23.4.1
The consultations must have sufficient formal and material consistency to enable the analysis and the issuing of an opinion, and must follow the following requirements:

23.4.1.1
Identification of the parties;

23.4.1.2
Narrative of the facts and/or doubts in writing with reasoning, pointing out any evidence relevant to the facts narrated.

23.5
The Internal Affairs Unit will be responsible for supporting the conduct of the conciliatory action aimed at Companies and Members.

Section 24

Ethics Council

24.1
The Ethics Council will have complete independence in the exercise of its prerogative to ensure the faithful compliance with the precepts of this Code of Conduct by the Companies and Members.

24.1.1
The Company or Adherent that decides to file a measure in the judicial, arbitration or administrative sphere (whether public or private self-regulation) for the resolution of conflicts provided for in this Code shall be prevented from calling the Ethics Council to analyze the same issue.

24.1.2
The denounced party, in the judicial, administrative or other private entity scope, in any process, action and/or measure of any nature due to the same facts dealt with in the investigation procedure of INTERFARMA already in progress, may request the filing of the procedure of investigation in progress at INTERFARMA. If such claim is duly proven (by document) and in accordance with the requirements of this item, Interfarma's procedure must be filed immediately.

24.2
The members of the Ethics Council will apply the sanctions corresponding to the specific case in accordance with the highest criteria of justice and equity, considering:
a) the seriousness of the infraction;
b) the advantage gained or intended by the offender;
c) the consummation or not of the infraction;
d) the degree of injury, or danger of injury, to Companies, Members, consumers or third parties;
e) the negative effects produced in the pharmaceutical market, especially if considered damage to the sector's image in society;
f) the presence of mitigating and aggravating circumstances, as defined in items 26.6.1 and 26.6.2;
g) the financial capacity of the infringing Company or Adhering Party, calculated based on the gross sales of medicines in its last fiscal year, excluding taxes.

24.3

The conditions for the constitution and functioning of the Internal Affairs and the Ethics Council are defined in its own regulation, which is considered an integral part of this Code of Conduct.

24.4

INTERFARMA will use its best efforts so that the first decision of the Originating Chamber of the Ethics Council is issued within a period not exceeding 60 (sixty) business days from the date of receipt of the complaint. The circumstances and/or complexity of the case under examination may imply processing for a longer period, in which case INTERFARMA, as far as possible, will communicate to the parties about the possibility of delays in the processing of the procedure.

24.5

The verification and application of this Code, in case of alleged infringements by the Adherents, will also be verified by the Ethics Council, according to the Regulation of the Ethics Council (Annex II).

Section 25

Conciliation

25.1
Conciliation is a form of dispute resolution that INTERFARMA makes available to Companies and Members for the resolution of conflicts related to the Code of Ethics, in order to seek effective harmonization of the issue in question and the restoration of ethical principles, within the limits possible, between the parties.

25.2
The conciliation will necessarily be originated by means of (a) a request by a party to the Internal Affairs or (b) suggested by the Internal Affairs to the party(ies).

25.3
The conciliation procedure will be mandatory:

25.3.1
From the request of one of the parties to the Internal Affairs of the intention to reconcile;

25.3.2
When the magistrate suggests conciliation to the party(ies) and requests the position of the party(ies) on the intention to reconcile.

25.4
The conciliation will start with the admission of the conciliation procedure, by the Inspector, who will admit it when all the involved parties accept the conciliation procedure. Thereafter, the parties shall agree together, within 5 (five) business days:
(a) the maximum duration of the conciliation process. If there is no agreement between the parties within the period indicated, the period of the conciliation process will be 20 (twenty) business days, which may be changed later by mutual agreement between the parties; and
(b) the name of the conciliator who will be responsible for conducting the conciliation process. If there is no agreement between the parties within the indicated period, the conciliator will be drawn by the Internal Affairs.

25.4.1
The conciliator to be chosen by the parties cannot be prevented from conducting the conciliation and must be chosen from among the names of the list of Directors of the Ethics Council in force, in accordance with the provisions of the Regulation of the Ethics Council (Annex II).

25.4.2
In the event that a draw is held by the Internal Affairs Office, the Internal Affairs will promote the drawing between the names in the current list of Council of Ethics Counselors, in accordance with the provisions of the Regulation of the Ethics Council (Annex II).

25.4.3
The conciliation session(s) will take place virtually and/or in person at INTERFARMA's headquarters, on the date(s) designated by the conciliator and will favor orality.

25.5
The Inspector will be responsible for supporting the conduct of the conciliation and all sessions related to it.

25.5.1
At the request of the parties or the conciliator, and with their consent, up to 2 (two) additional conciliators may be admitted to act in the same procedure, when this is recommended due to the nature and complexity of the conflict. If the parties do not jointly agree on the names of the additional conciliators, such additional conciliators shall be drawn from among the Council of Ethics Counselors, observing items 25.4.1 and 25.4.2 above.

25.5.2
Any costs related to the appointment of such additional conciliators must be shared between the parties in a consensual manner. If the parties do not reach an agreement in this regard, each will be responsible for half of the amounts due.

25.6
In the event of any impediment or suspicion on the part of the conciliator, based on the same criteria used for the formation of the Ethics Council indicated in Annex II, the conciliator must inform the parties immediately. If either party requests the removal of such conciliator, a new conciliator shall be appointed, pursuant to items 25.4.1 and 25.4.2 above.

25.7
The parties may raise with the Internal Affairs the impediment or suspicion by the conciliator, based on the same criteria used for the formation of the Ethics Council indicated in Annex II. Once the removal of the conciliator is defined, a new conciliator must be appointed, according to items 25.4.1 and 25.4.2 above.

25.8
In the performance of its function, the conciliator may meet with the parties several times, jointly or separately, as well as request from the parties the information it deems necessary to facilitate the understanding between them.

25.8.1
All conciliation sessions must be scheduled with the consent of all parties involved, including when it is an individual session with one of the parties.

25.8.2
The conciliator must keep a record of the dates of the sessions held, as well as the representatives present at each session.

25.9
The conciliator must act impartially and with the necessary balance to facilitate the conciliation, being able to suggest solutions to the dispute, being certain that the parties will not be obliged, in any way, to accept or agree with the suggestions that may be presented by the conciliator.

25.10
If the parties reach the solution of their conflicts within the period agreed for the conciliation procedure, the result will be reduced to term, signed by all and duly filed by INTERFARMA.

25.10.1
Compliance with the agreement entered into between the parties will be inspected by them. A breach of the Code of Conduct will be characterized as non-compliance with the established agreement, the interested party being obliged to inform the Internal Affairs of the fact so that it adopts the necessary measures for the Ethics Council to investigate such breach.

25.11

The conciliation procedure will end: (a) the unjustified absence of any interested party in the conciliation session(s), (b) the absence of conciliation between the parties within the agreed period without the parties expressing, expressly or tacitly, interest in continuing to reconcile; or (c) or the express statement by either party that it has no interest in the continuation of the conciliation.

25.11.1

The simple failure to reach an agreement between the parties will not imply the formalization of any complaint or initiation of an investigation procedure.

25.12

The facts that occurred and discussed during the conciliation procedure cannot be used in reporting violations of the Code of Ethics or investigation procedure, except with the express agreement of the parties.

25.12.1

Without prejudice to the above, the Ethics Council competent to decide on an investigation procedure dealing with a matter already discussed in a conciliation procedure may only have knowledge about the fruitless result of the conciliation procedure, without details regarding the reasons for such result.

25.13

Regardless of the outcome of the conciliation process, the conciliator may not act as a Counselor of the Ethics Council or a witness in an investigation process that deals with the same conflict dealt with in the conciliation process, in whole or in part.

Section 26

Penalties

26.1
The penalties defined in this section are not progressive, and the Ethics Council is responsible for applying the measure that is necessary to ensure the appropriate punishment of the offense committed within parameters consistent with the circumstances verified in the specific case.

26.2
Without prejudice to the immediate cessation of the conduct considered improper and the communication of the procedure to INTERFARMA personnel who may know it, pursuant to the Regulation of the Ethics Council (Annex II), the Company and/or Adherent that violates the rules of this Code of Conduct will be subject to one of the following penalties:

26.2.1
Written warning, which may be imposed on infractions of a light nature and without aggravations, the infringer not being a repeat offender in the same infraction in the last twelve months;

26.2.2
Disclaimer, in order to clarify and/or correct the practice and/or information that has been disclosed and is capable of inducing the recipient of the message to act in a manner harmful to health and safety, preserving the confidentiality of the procedure;

26.2.3
Suspension of the Company of its social rights in INTERFARMA for up to 180 (one hundred and eighty) days, without the right to suspension of associative contributions;

26.2.4
Exclusion of the Company from INTERFARMA's membership or automatic termination of the Adhesion Term of the Adherent, as the case may be;

26.2.5

Penalty of fine to be stipulated according to the seriousness of the infraction, taking into account attenuating and aggravating circumstances that may exist, according to the following classification:
a) light infractions: from R$ 5,000.00 (five thousand reais) to R$ 82,500.00 (eighty-two thousand five hundred reais);
b) serious infractions: from R$ 82,500.00 (eighty-two thousand, five hundred reais) to R$ 220,000.00 (two hundred twenty thousand reais);
c) very serious infractions: from R$ 220,000.00 (two hundred twenty thousand reais) to R$ 1,650,000.00 (one million, six hundred and fifty thousand reais).

26.3

After the condemnatory decision that applies the sanction of public withdrawal, the Company and/or Adherent must submit the withdrawal communication plan for approval by the Ethics Council.

26.3.1

The retraction message must include at least:
a) declaration that the company was convicted in a proceeding at the INTERFARMA Ethics Council;
b) dissemination of the message of retraction and clarification in order to minimize the effects caused by the practice and/or information;
c) identification of the irregularities that led to the application of the penalty of withdrawal, clarifying the errors, mistakes and mistakes caused and providing correct and complete information about the disclosed product.

26.3.2

The retractions must take place in the same format of disclosure that led to the complaint or in the same format as the message that gave rise to the violation, unless otherwise indicated by the Ethics Council, which will base their decision on the specific case.

26.3.3

The penalty of withdrawal may be combined with another penalty provided for in this Code, if an imminent risk to the health of consumers/patients affected by the action that gave rise to the complaint is determined, or if the circumstances of the case and its seriousness justify the accumulation of penalties.

26.4
Only the Companies and Members that, at the time of application of the penalty, are bound by the Code of Conduct as members of INTERFARMA or adherent to the Code of Conduct will be subject to the penalties provided for in this section.

26.5
The amount paid by the Company or Adherent as a fine will be reverted directly to non-profit and assistance entities indicated by INTERFARMA. The donation, in kind or converted into goods of equivalent value, at INTERFARMA's discretion, will have a punitive nature and may not be used by the violating Company or Adherent for inclusion in its social balance or for dissemination campaigns.

26.5.1
The entity to be benefited must have an unblemished reputation and excellence in its performance, preferably publicly recognized as such, and will be chosen by the Compliance Board.

26.5.2
The amount paid by the Company or Adherent as a fine to the beneficiary entity may be publicly disclosed by INTERFARMA, always maintaining confidentiality as to the identity of the penalized Company or Adherent.

26.6
For the purposes of determining the seriousness of the infraction and the amount to be attributed as a fine, it will be considered:

26.6.1
Mitigating circumstances:
a) the good faith of the offender;
b) the offender's action was not fundamental to the achievement of the event;
c) the offender, on his own volition, immediately seeks to repair or lessen the consequences of the harmful act that he is charged with;
d) be the first offender.

26.6.2
Aggravating circumstances:
a) being the repeat offender, understood as those who have a conviction in the Ethics Council in the last 3 (three) years from the date of publication of the last penalty, regardless of the nature of the infraction;
b) the infraction has harmful consequences to public health;
c) if, having knowledge of an act harmful to this Code, the offender fails to take the

measures within his jurisdiction to avoid it;
d) have the offender acted with intent, even if occasional, or in bad faith.

26.7

In the event of attenuating and aggravating circumstances, the application of the penalty will be considered based on those that are predominant.

26.8

INTERFARMA will periodically publish a report on its website with information compiled on the activities of the Ethics Council in investigating reports of violations of this Code of Conduct.

26.8.1

Likewise, INTERFARMA will give visibility to the decisions rendered by the Ethics Council, regardless of the condemnation of the accused party, pursuant to Annex II of this Code, given that the file will not contain information that identifies the Parties (complainant and denounced) and/ or the Counselors.

ANNEX I

Internal Affairs Regulation

Internal Affairs

1.1
The Internal Affairs Unit is INTERFARMA's internal control body whose objective is to ensure respect for the Code of Conduct, through educational, consultative, and disciplinary actions, in order to reduce the subjectivity of personal interpretations of the ethical principles defined in the Code and ensure the adoption of good institutional sustainability practices.

1.2
The inspector will carry out his actions permanently and will be responsible for the routine actions related to the actions described in item 1.1.

1.3
The appointment of the magistrate must observe the criteria of proven experience, unblemished reputation and notorious knowledge of the current legislation on the subject of Compliance.

1.4
The appointment of the inspector will be presented by the chief executive, whose approval will be deliberated by the Board of Directors of INTERFARMA.

1.5
During the exercise of his functions, the magistrate may request the opinion of professionals outside INTERFARMA, to be chosen by INTERFARMA based on the topic consulted.

The Internal Affairs structure

2.1

The Internal Affairs Unit promotes for the Companies and Members the expansion of the culture of good conduct, with educational, consultative, and disciplinary actions, implementing, when necessary, the investigation of misconduct, in order to ensure the security of effective compliance with the provisions of this Code of Conduct, always observing the competence of the Ethics Council.

2.2

The Internal Affairs is structured in three fundamental axes, disciplined in the following items:

2.2.1

The educational actions:
a) training via the web;
b) communication to strengthen Compliance actions;
c) certification.

2.2.2

The guiding actions:
a) elaboration of guidance and non-binding responses to queries on the Code of Conduct, with questions not pertaining to the Code being rejected;
b) sending, via e-mail, the orientation to the applicant.

2.2.3

The advisory actions:
a) standardization of consultations when the understanding on the matter is divergent between the Companies and/or Adherents. This action will take place through a binding opinion, which will have the preliminary position of the Compliance Committee, which must manifest itself within 10 (ten) business days after the issue is sent by the inspector. The consulting parties must comply with the terms of the binding opinion, under penalty of constituting an infringement of the rules of this Code;
b) based on the binding opinion, the Inspector may still (a) suggest a conciliation to the parties or (b) when applicable, forward the binding opinion ex officio to the Compliance Board of INTERFARMA to take measures for the constitution of the Board of Ethics for verification when it is characterized, in the binding opinion, violations of the provisions of this Code of Conduct;
c) approval of the summary based on the binding opinion described in the above paragraphs, making it public through an extract on the INTERFARMA website.

ANNEX II

Regulation of the Ethics Council

Preliminary Provisions

1.1
It is incumbent upon the Ethics Council to decide, after conducting an investigation procedure, any issues relating to breaches of the Code of Conduct by Companies or Adherents.

1.2
The competence of the Ethics Council will be limited solely and exclusively (a) to the judgment and application of the penalties contained in the Code; and (b) the decision on the validity of the investigation procedures.

1.3
The meetings of the Ethics Council to discuss the investigation procedure will be held virtually and/or in person at INTERFARMA›s headquarters or in another location previously indicated by INTERFARMA, observing the schedule of meetings defined between the competent members and other provisions of this regulation.

1.4
All documents, petitions and written communications must be submitted electronically.

1.5
The communications will be sent to the address included in INTERFARMA›s records, which must be permanently updated, and may be made by any means that prove their shipment and respective receipt, such as, among others, e-mail, registered letter, fax or telegram.

1.6
Unless expressly provided otherwise, the terms established in this Regulation will be counted in business days, will begin to run on the first business day following the receipt of the communication and will include the expiration date. If the expiration date falls on a holiday, either at INTERFARMA›s headquarters or at any of the parties involved with the complaint, or on a day when activities at INTERFARMA are not planned, the term will be extended until the first following business day.

1.7
The conduct and deliberation of the investigation procedure is the responsibility of the Ethics Council, and Interfarma›s Compliance Board is responsible for administering the procedure, providing the necessary secretariat support, and keeping the parties informed about the decisions of the Ethics Council and the manifestations of the other party as applicable.

1.8
Decisions rendered by the Ethics Council during the conduct of an investigation procedure will be subject, exclusively, to the resources expressly provided for in this Regulation.

The beginning of the investigation procedure

2.1
Any person, whether related to INTERFARMA or not, may file a complaint of violation of the Code of Ethics to INTERFARMA, which, in turn, through the Compliance Board will verify that the elements presented have sufficient formal and material consistency to start the investigation procedure.

2.2
For the complaint to be considered formally consistent, the following requirements must be met:

2.2.1
Identification of the complainant and the complained Company or Adherent;

2.2.2
Presentation of a brief report on alleged breach or breaches of the Code, containing, at a minimum, (a) a detailed description of the conduct; (b) relevant supporting documentation; and (c) the express indication of the items of the Code of Ethics that were allegedly infringed.

2.3

The material consistency of the complaint will consist of the preliminary verification, by INTERFARMA, through the Compliance Board, of the verisimilitude of the facts and the verification that it is effectively a matter related to the Code of Conduct. The Compliance Department will make efforts so that the material consistency of the complaint is carried out within 5 (five) days.

2.4

If the complaint is considered formally and materially consistent, INTERFARMA will initiate the investigation procedure by sending a communication to the Company or Adherent complained about the conduct object of the complaint. The denounced Company or Adherent must present a defense against the denunciation within 10 (ten) business days after receiving the notification from INTERFARMA.

2.4.1

The absence of defense by the defendant will not prevent the continuation of the investigation procedure, given that the Councilors will base their decision on the documents received and on the evidence produced in the trial session.

2.4.2

The written defense presented in an untimely manner will not be considered for the purposes of appreciation of the Board Members and will not be attached to the records of the investigation procedure, whether by physical or digital means.

2.5

Within the period indicated for the defense in item 2.4 above, INTERFARMA will proceed with the composition of the competent Ethics Council to be constituted, pursuant to the provisions of item 3 of this Charter.

2.6

After the defense is presented, the complainant will be informed of its content, without the right to reply.

2.7

In the event that the complaint is considered inconsistent, whether from a formal or material point of view, INTERFARMA will notify the complainant by means of a reasoned decision and will determine its filing, automatically ending the procedure, with no possibility of appeal. The complaint filed by determination of INTERFARMA may be filed again by any interested party, provided that the formal or material defects that gave rise to its filing are remedied.

2.8
Once the complaint has been admitted, INTERFARMA will not fail to proceed with the investigation procedure due to the refusal or default of any of the interested parties.

2.9
Once the complaint is accepted, INTERFARMA may hire independent third parties to support its attributions in conducting the investigation process, monitoring the Ethics Council meetings and judgment sessions.

The Ethics Council

3.1
The Ethics Council is the independent collegiate body responsible for judging the complaints presented to INTERFARMA and for conducting the investigation process, consisting of (a) 16 (sixteen) Internal Counselors, who are representatives appointed by the members of the Board of Directors of INTERFARMA and (b) from 12 (twelve) to 14 (fourteen) External Directors, who are professionals external to INTERFARMA, Companies and Adherents, with proven experience, unblemished reputation and notorious knowledge of the practices of the pharmaceutical industry, appointed by INTERFARMA.

3.1.1
Subject to the other requirements of this Regulation, each member of INTERFARMA›s Board of Directors must appoint 1 (one) representative, who will act as an Internal Counselor, who must have notorious knowledge, experience in the topics covered by the Code of Ethics and be a member of the top management of the Associate representing. The term of each Internal Counselor will be 2 (two) years.

3.1.2
Observing the other requirements of this Regulation, the External Directors must (a) be professionals external to INTERFARMA, the Companies and the Adherents; and (b) have proven experience, unblemished reputation, and notorious knowledge of the practices of the pharmaceutical industry. The External Counselors will be appointed by INTERFARMA and approved by the Board of Directors of INTERFARMA to act for a term of 2 (two) years.

3.1.3
The Directors shall act impartially and independently, based on the rules defined in the Code of Ethics, and shall not represent any of the Companies or Members during the exercise of their functions as Directors.

3.1.4
The names of INTERFARMA›s Ethics Council Counselors will be publicly accessible for as long as their respective terms of office last.

3.1.5
The External Counselors will be remunerated, by INTERFARMA, in an adequate manner with the time spent in the investigation procedure and the professional capacity of the Counselor.

3.2
The Ethics Committee responsible for conducting and deliberating the investigation procedures will have an ad hoc character, and will always be constituted with the specific purpose of deliberating on a complaint admitted by INTERFARMA. The Ethics Council established will also be competent to deliberate on (a) any other complaint admitted by INTERFARMA that is contained in or related to the first complaint, or that deals with facts related to and/or related to such complaints, in order to prevent decisions from being issued conflicting and/or contradictory; (b) the validity of the investigation procedure(s) of the complaint(s) within its competence.

3.2.1
It will be up to the constituted Ethics Council itself to decide on its competence, with no appeal against this decision.

3.2.2
Once the deliberations within the competence of the constituted Ethics Council are concluded, the directors will be released from their duties in the Ethics Council.

3.3
The ad hoc Ethics Council competent to decide on a given complaint will form the Original Chamber or the Appeals Chamber, each consisting of 3 (three) Directors, subject to the following procedure:
(a) INTERFARMA will draw 1 (one) Director from the list of Internal Directors, and 1 (one) Director from the list of External Directors;
(b) after the expiry of the deadlines provided for in items 4.1.1 and 4.1.3 of these Regulations, the selected Directors shall, by mutual agreement and within 2 (two) business days, choose the third Director from among INTERFARMA›s Internal and External Directors. If the selected Directors do not make the appointment within the indicated period, it will be up to the Compliance Board to draw the third Director from the list of External Directors of INTERFARMA.

3.3.1
The following are automatically excluded from the respective draw lists and/or prevented from being appointed as Director, that are those who have:
(a) participated as Counselors of the Original Chamber responsible for the deliberation rendered in the first instance, in case of appeal;
(b) been appointed as Internal Counselors by the parties involved in the ongoing investigation procedure or by a company of the same economic group as the parties involved;
(c) participated as Directors in another investigation procedure in the same year.

3.3.2
The Appeal Chamber will only be constituted if necessary during the investigation procedure.

3.4
After the draw has been carried out, INTERFARMA will request the selected Board members to (a) complete the Conflict of Interest Questionnaire and (b) sign the Independence, Exemption and Confidentiality Agreement within 2 (two) business days, counted from their receipt, under penalty of being considered unfit to perform their duties in the Ethics Council. After the definition of the third Director by the other Directors, or his draw, he must also fill out the Conflict of Interest Questionnaire and the Declaration of Independence within the same period indicated above, under penalty of being considered unfit to perform his duties in the Ethics Council.

3.4.1
The answers to the Conflict of Interest Questionnaire and the Declaration of Independence, Exemption Commitment and Secrecy signed will be forwarded to the parties of the investigation procedure, so that they can present, according to item 4 of this Regulation, reasoned objections regarding the independence or impartiality of the Counselors.

3.4.2
In the event that any Director considers himself unable or suspicious to carry out the investigation procedure, he must communicate his resignation to INTERFARMA within a maximum period of 2 (two) business days, counted from the date of his summons.

3.4.3
The Board Members may only have access to the material of the complaint after the deadlines provided for in items 4.1.1 and 4.1.3 of this Regulation have elapsed.

3.5
The Executive Presidency of INTERFARMA may determine the permanent replacement of the Director who fails to comply with the terms and rules of this Regulation.

3.6
The Ethics Council›s decisions should preferably be issued after the Board of Directors› consent. If such a consensus is not possible, decisions will be taken by majority.

Counselor Impediment Plea

4.1.1
The party wishing to request the occasional impediment of a Director due to lack of independence, or for any other reason that prevents him from performing his duties, must do so with the Compliance Board of INTERFARMA, within 2 (two) business days, counted from the receipt of the Conflict of Interest Questionnaire and the Declaration of Independence, Commitment of Exemption and Confidentiality, mentioned in item 3.4.

4.1.2
In the event of awareness of other facts that may cause dependence or prevent the Director from performing his duties for any other reason, the interested party of the investigation procedure shall request the removal of such Director to the Compliance Board of INTERFARMA within 2 (two) business days, counted from the moment he becomes aware of the facts or circumstances that led him to question the Councilor›s impediment.

4.1.3
INTERFARMA, through the Compliance Department, shall decide on any objections against the Directors within 5 (five) business days from the receipt of the complaint, during which time the other deadlines will be considered suspended.

4.1.4
INTERFARMA›s Compliance Board may, at its sole discretion, request additional clarifications from the contested Board member and the parties involved, in which case the term of INTERFARMA to issue a decision on the matter will only run after the requested clarifications.

4.2
The allegation of impediment must always be justified and accompanied by relevant evidence. The filing of an appeal against INTERFARMA›s decision that determines the replacement or maintenance of the Director whose recognition of impediment has been requested will not be admitted.

4.3
Without prejudice to other hypotheses that justify the replacement of the Director, the Director who:
(a) become unable to exercise the role;
(b) has a direct or indirect relationship with any company that competes with any party involved in the dispute, including the hypothesis that the company that indicated it has a competing product in the class of the product object of the complaint;
(c) falls under any of the hypotheses provided for in the Term of Independence, Commitment of Exemption and Confidentiality.

4.3.1
The end of the term, during the investigation procedure, of a Director who has been called by lot or nomination by the other Director will not be considered a cause for replacement of such Director. In these cases, your competence to continue exercising your functions as a Director will be automatically extended until the end of the investigation procedure under your competence.

4.4
Without prejudice to the foregoing, the person called to compose the Ethics Council will always be encouraged to spontaneously reveal any fact that shows or may give rise to justified doubt as to their impartiality and independence.

Request for amendment and proofs

5.1
The Ethics Council, at its first meeting, at its discretion, may decide to ask the parties involved in the investigation procedure in question to provide clarifications and/or additional evidence deemed necessary or appropriate, in which case a deadline of 5 (five) days for the submission of clarifications required by the Parties.

5.1.1
The Ethics Council in its Appeals Chamber may also request the presentation of clarifications and/or additional evidence from the parties, if it understands that the clarifications and evidence presented to the Original Chamber are not sufficient to decide on the appeal presented.

5.2
If the Ethics Council requests or allows new documents or clarifications to be added by the complainant, the accused will be informed, within a maximum period of 5 (five) days, to express its opinion on the new documents presented. However, if the Ethics Council requests or allows new documents or clarifications to be added by the accused, the complainant may not comment on such documents or clarifications, as provided for in item 2.6 of these Rules.

5.3
If a party duly summoned to present evidence or to take any other measure does not do so within the period established by the Ethics Committee, without giving a justified reason for doing so, it may render the decision based on the evidence and documents available in the records.

5.4
The Ethics Council will be allowed to consult the Internal Affairs of INTERFARMA, technicians specialized in specific matters related to the demand, or request the production of expert evidence, whenever it deems convenient to better position itself on the issue. In the event of a technical opinion or the production of expert evidence, the parties involved will have a common period of 5 (five) days for the submission of questions and the appointment of technical assistants.

5.5
The delivery of confidential material will be the object of specific consideration by the Ethics Council as to its convenience and opportunity.

The Meetings and the Judgment Session

6.1
The Ethics Council meetings to discuss the ongoing investigation procedure and the judgment session may take place virtually or in person, preferably at INTERFARMA›s headquarters, unless INTERFARMA, with the agreement of the parties involved (in the case of the judgment) and the Ethics Council, or due to factual impossibility, decide differently. The change of location and/or designated mode for the judgment session must be informed to interested parties with the necessary advance notice.

6.1.1
After designating the date of the judgment session, the parties must inform within 5 (five) days, or as defined by the Ethics Committee, (a) who will be their representatives present at the judgment session; and, in the case of a trial session of the Originating Chamber, (b) whether they intend to appoint witnesses to be heard during the trial session. Such communication will be informed to the other party by INTERFARMA within 3 days.

6.1.2
The parties will not participate in the meetings of the Ethics Council, without prejudice to being informed about the relevant decisions taken at such meetings.

6.2
The meetings of the Ethics Council and the judgment session will be installed on the dates designated by the Ethics Council, either in the Original Chamber or the Appeals Chamber, as the case may be.

6.3
The first meeting of the Ethics Council must have the participation of all Councilors, and preferably take place within 5 (five) days, counted from the receipt of the defense of the accused by INTERFARMA, as established in item 2.4 above, to allow reading, analysis of the documents and discussion by the Councilors. On this occasion, the Directors will discuss the need to request additional clarifications from the parties, pursuant to item 5 of this Regulation or, if not the case, schedule the dates for any additional necessary meetings or date for the judgment session of the investigation procedure.

6.3.1
The Directors will also define at their first meeting: (a) its chairman, who shall conduct the meetings and the judgment session in accordance with the provisions of these Regulations and in consensus, whenever possible, with the other Directors; and (b) its rapporteur, who will be responsible for formulating the draft of the final decision for consideration by the other members of the Ethics Council.

6.3.2
INTERFARMA will notify the Parties of the holding of the first meeting, its composition, and the decisions taken by the Ethics Council within 5 (five) days.

6.4
The judgment session will take place with the presence of all competent Councilors and, preferably, within 30 (thirty) days after the first meeting of the Ethics Council, given that this period may be changed due to the specific case.

6.5
Once the trial session has started, the representatives of the parties involved will be asked to call the witnesses they deem convenient, if any, in a number not exceeding 2 (two). The witnesses will be heard for a maximum of 15 (fifteen) minutes each, answering the questions put to them by the parties and by the Ethics Committee. The president of the Ethics Council must act with the necessary balance to respect the time allocated to the hearing of each witness and the preference in the formulation of questions.

6.5.1
The hearing of witnesses within the scope of the Appeal Chamber may be exceptionally requested by the parties, subject to the terms of items 8.1.2 and 8.1.3 of this Regulation.

6.6
After the hearing of the witnesses (when applicable), the representatives of the parties involved will be invited to present their arguments orally for a maximum of 15 (fifteen) minutes each, the complainant or the representative acting first of INTERFARMA›s Compliance Board, representing the complainant, exclusively in the event that she has formally requested confidentiality as to her identity and such request has been granted, and then the Company or Adherent that has been denounced.

6.6.1
Within the scope of the Appeal Chamber, the representatives of the appellant must speak first, followed by the representatives of the appellee.

6.6.2
If it is of interest to the parties and the Ethics Committee deems it relevant, an equal period will be opened for oral argument in the form of a reply and a rejoinder, once the oral argument of the accused person is finished.

6.7
With the exception of testimonial evidence, any other evidence may only be presented during the trial session in exceptional circumstances, at the discretion of the Ethics Committee, subject to the existence of circumstances that justify it. If the presentation of new evidence is allowed during the judgment session, the person against whom the evidence is presented may request the suspension of the judgment session for

analysis and manifestation within a period of 5 (five) days. The judgment session that is suspended must be resumed from the point at which it was interrupted, and the President of the Ethics Council must be responsible for designating a new date, within a period not exceeding 10 (ten) days after the end of the term of manifestation of the party.

6.8

The personal testimony and the hearing of witnesses may be carried out by means of videoconference or in another way that uses data, image and voice communication technology as a means, even if the trial session is in person.

6.9

The absence of any interested party will not prevent the Ethics Council from deciding the matter in judgment.

6.10

At the end of the judgment session, the Ethics Council will decide the matter by simple majority, always based on reports, evidence and documents contained in the records.

6.10.1

All competent Ethics Council Counselors must vote on the case.

6.11

The Board member who disagrees with the majority must declare his vote separately and in a reasoned manner. If the dissenting Director so decides, his vote may be cast anonymously, in which case the names of the Directors responsible for the majority decision will also be anonymized.

6.12

The decision taken by the Ethics Council will be forwarded to INTERFARMA by the President of the Ethics Council. INTERFARMA will inform interested parties of the decision, on the business day following the receipt, by sending a copy, by mail or by any other means of communication with proof of receipt, or by delivering it directly to the parts, upon receipt.

6.12.1

Compliance with any penalty applied must be proven within the period determined by the Ethics Council in a final decision or, in case of omission by the Ethics Council in this regard, within 10 (ten) business days from the final decision of the Council of Ethics. Specifically in the event of a pecuniary conviction, the defendant must prove compliance with INTERFARMA within the period determined by the Ethics Council

or, in its omission, within 60 calendar days from the date the defendant (a) becomes aware of the charity(ies) (s) indicated by INTERFARMA pursuant to item 26.5 of the Code of Conduct; and, cumulatively, (b) the decision of the Ethics Council for such conviction is considered final.

6.12.2
The cessation of conduct considered improper must occur immediately after the decision of the Original Chamber of the Ethics Council for the conviction of the Company and/or Adhering.

6.12.3
The decision of the Ethics Council will be considered final when, regardless of INTERFARMA›s communication in this regard, appeals or requests for clarification provided for in INTERFARMA›s Code of Ethics or in this Regulation against such decision cannot be presented.

The Decision of the Ethics Council

7.1
The decision rendered by the Ethics Council, including that rendered by the Original Chamber, will be of exclusive access and to INTERFARMA›s internal bodies that have the need to know such decision, including, but not limited to, the Legal Department and the Compliance Department, and to the parties involved, and will contain:

7.1.1
The names of the whistleblower (except in the event that it is an anonymous whistleblower, under the Code of Conduct), of the respondent, a summary of the progress of the investigation procedure and a summary of the facts that led to controversy;

7.1.2
The grounds for the decision, in which issues of fact and law will be analyzed;

7.1.3
The votes, the decision of the Ethics Council and the provisions on the basis of which the Directors resolved the issues submitted to them;

7.1.4
The deadline for compliance with the decision, and, if applicable, the conditions for the accused Company or Adherent to prove compliance with the penalty imposed on it;

7.1.5
The signature of the Counselors;

7.1.6
Indication of possibility of appeal, when applicable;

7.1.7
The date and place where the decision was rendered.

7.2
In the event that any of the Directors is unable or unwilling to subscribe to the decision taken by the Ethics Council, it will be incumbent upon the President of the Ethics Council to certify such fact, without prejudice to the validity and effectiveness of the decision rendered.

7.3
Within 5 (five) days from the receipt of the decision by the parties, the interested party may request INTERFARMA to request clarification from the Ethics Council, so that it:

7.3.1
Correct any material errors that may be found in the decision;

7.3.2
Clarify any obscurity or contradiction in the decision or pronounce on an omitted point about which it should manifest itself.

7.4
Once the hypothesis provided for in the above item is verified, the Ethics Council may hear the other interested party regarding the questions made, by means of a statement within a maximum period of 5 (five) days from the communication received from INTERFARMA.

7.4.1
After hearing the other party – in case it does not consider it relevant – or receiving the request, the Ethics Committee will decide on the request for clarification and/or rectification made within 10 (ten) days, adding the decision, if it considers the request to be valid.

7.5
After the final decision, pursuant to item 6.12.3, the competent Ethics Council Chamber shall prepare the external version of the decision.

7.5.1
The external version of the decision may be disclosed unrestrictedly on INTERFARMA›s website, and will be prepared in such a way as not to identify the parties involved, that is, it will not mention the corporate name, trade name, brand, substance, molecule or other information that can identify the parts.

7.5.2
The external version of the decision will contain:
(a) the grounds for the decision, in which issues of fact and law will be analyzed;
(b) the votes, the decision of the Ethics Council and the provisions on the basis of which the Directors resolved the issues submitted to them;
(c) the deadline for compliance with the decision, and, if applicable, the conditions for the accused Company or Adherent to prove compliance with the penalty imposed on it;
(d) the date and place where the decision was rendered.

7.5.2.1
The external version of the decision rendered by the Appeals Chamber of the Ethics Council must also contain the information indicated in item 7.5.2 regarding the decision issued by the Original Chamber.

7.5.3
After the drafting of the external version of the decision by the Ethics Council, INTERFARMA will forward the draft to the parties involved in the investigation procedure so that, within 5 (five) days, the interested party requests to the Ethics Council, once, that the wording of the external version of the decision be clarified or rectified, in order to ensure the anonymity of the Parties involved.

7.5.3.1
Once the request for clarification and/or rectification of the wording of the external version of the decision has been considered by the Ethics Council, or if neither party makes such request within the indicated period, the publication of the external version of the decision in its final version will be up to INTERFARMA.

The appeal procedure

8.1
A single appeal may be filed against the non-unanimous decision rendered by the Original Chamber of the Ethics Council exclusively in the following cases: (a) when the original decision is against the express and effective rule or principle of INTERFARMA›s Code of Conduct at the time of the fact; or (b) when the decision is divergent compared to previous decisions of the Ethics Council on the same matter, provided that there has been no change in the Code of Conduct or the legislation that supports the respective divergence.

8.1.1
The interested party must clearly demonstrate the appropriateness of the appeal and be directed to the Ethics Council, under the care of INTERFARMA.

8.1.2
Only facts that have been presented by the parties to the Original Chamber will be subject to appreciation by the Appeals Chamber.

8.1.3
The presentation of new documents or the production of new evidence will only be allowed when the party demonstrates that such facts could not have been presented to the Original Chamber.

8.2
INTERFARMA will be responsible for promoting the necessary measures for the establishment of the Appeals Chamber with powers to consider the matter, inform the other party about the appeal request and its content, as well as make available to the Appeal Chamber all documents received and evidence produced in the scope of the Original Chamber.

8.2.1
The appealed party, if it so wishes, must present counterarguments within 10 (ten) days of its knowledge of the content of the appeal. The appellant will not be able to reply.

8.2.2
The absence of counterarguments by the appealed party will not prevent the continuation of the appeal, given that the Councilors will base their decision on the documents received and on the evidence produced within the scope of the Original Chamber, in compliance with item 8.1.3.

8.3
The deadline for filing an appeal will be 10 (ten) days from the date of acknowledgment of the decision taken by the Originating Chamber or the decision on the request for review due to error, obscurity or contradiction, if so requested, pursuant to item 7.3 above.

8.4
The decision of the Ethics Council in an Appeals Chamber may be based solely on the appellant›s failure to demonstrate the appeal requirements indicated in this Charter. In this case, the appeal will be summarily rejected.

8.5
There will be no appeals against the decision of the Appeals Chamber of the Ethics Council.

Effectiveness of the Ethics Council Decision

9.1
The decision rendered by the Ethics Council produces obligations for the parties and their successors, becoming, as appropriate, written evidence to substantiate future monitoring action or other legally permitted measures, regardless of the express agreement of the parties.

Costs

10.1
By way of processing the demand prior to the institution of the conduct investigation procedure, the interested parties may be called upon to pay the amounts set by INTERFARMA.

10.2
The expenses arising from the investigation process will be the responsibility of the party that gives rise to it, understood as the complainant, if the complaint is declared unfounded, or the denounced, if the complaint is declared valid.

10.2.1
In case of partial validity of the complaint, the complainant and the accused must share the expenses in the proportion defined by the Ethics Council.

Confidentiality

11.1
Unless otherwise agreed, or if required by applicable law, the Directors and the parties will maintain confidentiality on matters related to the investigation procedure and the Ethics Committee of which they are a part. The commitment to confidentiality will be excluded in relation to information already in the public domain or that has already been disclosed in any way before being transmitted to the Directors or to the parties.

11.2
INTERFARMA may publish excerpts of the Ethics Council›s decision on its website or other means it deems convenient, in addition to disclosing the external version of the decision issued by the Ethics Council.

11.3
INTERFARMA will be responsible for the custody of the materials and documents delivered to them during the process for a period of 3 (three) years, counted from the filing of the process. After this period, they may be destroyed.

Final dispositions

12.1
INTERFARMA will not be liable for any fact, act, omission or any type of loss and damage of any nature, related to acts taken by the Ethics Council.

12.2

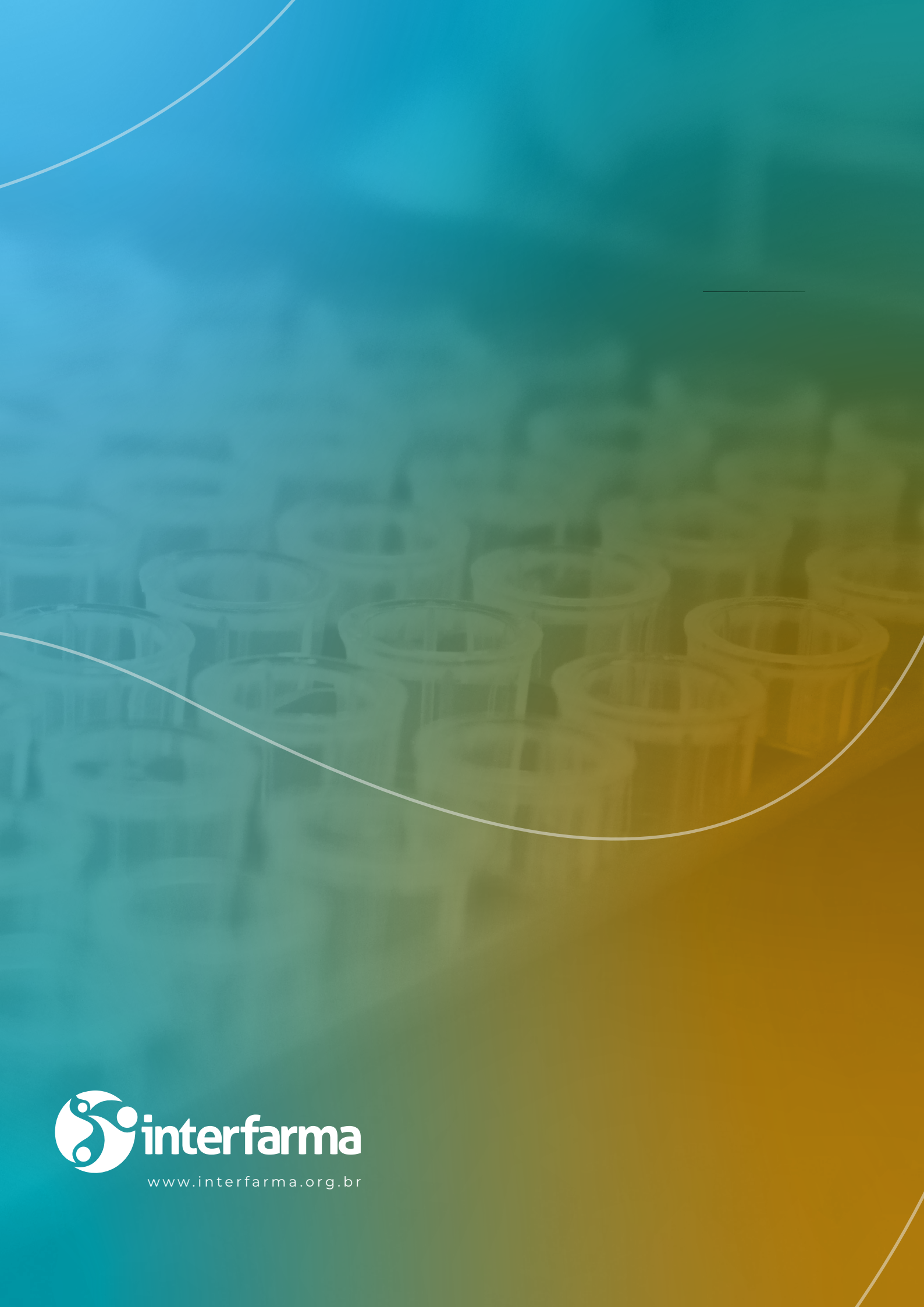
INTERFARMA and the Ethics Council will not be liable for any fact, act, omission or any type of loss and damage, of any nature, related to acts performed within the scope of their respective competences and attributions, including in relation to any damages arising from the decisions issued by the Ethics Council, except in the case of proven intent or bad faith.

12.3

From the date of entry into force of this Code of Conduct, the 2016 revision is expressly revoked.

12.4

During the interpretation of the rules regarding the conduct of investigation procedures provided for in these Regulations and in the Code of Conduct, the practice adopted by INTERFARMA in conducting the investigation procedures must be privileged. If there is no consolidated practice of INTERFARMA regarding a given topic, the general principles of law will be used as supplementary and integrative rules.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