MediCertLab Pleasure of cooperation	Document Code:	MCL_R_02_02	
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CODE OF BUSINESS ETHICS

1. Purpose, Scope and Nature

The Code of Business Ethics establishes the fundamental standards of honest, responsible and professional conduct for MediCertLab Sp. z o.o. (MCL) in its internal relationships and interactions with customers, suppliers, subcontractors, partners, authorities and other interested parties.

This Code applies to the Management Board, persons performing tasks on behalf of MCL, and persons and entities acting in MCL's name, to an extent appropriate to the nature of their cooperation, role and assigned activities. Binding obligations applicable to external entities arise from applicable laws, contracts, accepted terms of cooperation or other legally effective arrangements.

This Code supports a culture of quality, impartiality, confidentiality, data integrity, respect and compliance with the law. It does not replace legal requirements, arrangements relating to specific Services, the applicable terms and conditions of service, or a separate internal reporting procedure where such a procedure is required by law.

This Code establishes general standards of conduct. It does not constitute an offer, a commitment, a guarantee of any particular outcome, an acknowledgement of liability or an independent basis for claims by third parties. It does not extend MCL's liability beyond the scope arising from binding contracts and mandatory provisions of law.

2. Integrity, Legal Compliance and Responsibility

MCL requires its activities to be conducted with due professional care, integrity and compliance with applicable requirements. Persons acting on behalf of MCL perform their tasks within the limits of their assigned duties, responsibilities, competence, authority, legal powers and required authorisations.

Activities intended to circumvent the law, conceal material facts, commit fraud, misappropriate resources, falsify documents or financial records, obtain improper benefits, or induce another person to act contrary to the law or the principles of this Code are prohibited.

The creation of undisclosed funds, accounts or records intended to conceal the actual purpose, recipient or nature of a transaction is prohibited.

MCL respects the dignity, privacy and rights of others. Discrimination, harassment, workplace bullying, violence, threats, humiliation and other conduct that violates the principles of respect or safe cooperation are prohibited. The specific legal classification of an incident is determined by the laws applicable to the relevant relationship.

Each person is responsible for the proper use of resources entrusted to them and, to an extent appropriate to their role, responds to identified risks concerning people, samples, information, equipment, the environment or business continuity.

Protective measures shall be taken in proportion to the significance and risks of the matter, without presuming liability before the relevant circumstances have been established.

3. Integrity of Services, Data and Communication

Information, quotations, documents, results and other communications prepared on behalf of MCL should be factual, understandable, sufficiently complete for their intended purpose, and based on information available and assessed to an extent appropriate to the matter concerned.

Information originating from a customer or another source shall be identified or presented in a manner that prevents it from being incorrectly attributed to MCL.

Fabricating, distorting, selectively omitting, concealing, backdating or otherwise manipulating raw data, calculations, technical records, accounting or financial records, results, test reports, other reports, assessments or decisions is prohibited.

Changes and corrections may be made only by authorised persons, on a demonstrable basis and in a manner that preserves the required traceability. Errors and concerns shall be reported and corrected according to their significance and potential consequences.

Persons acting on behalf of MCL shall not make promises or commitments beyond their authority or provide information that may be misleading regarding the scope, status, accreditation, completion time, price, method, results or potential use of a Service.

In the activities of the testing laboratory, commercial objectives, customer expectations or organisational pressure must not serve as grounds for modifying results, technical assessments, statements of conformity or the contents of test reports.

4. Business Relationships and Fair Competition

Relationships with customers, suppliers, subcontractors and partners are based on transparent principles, reliable communication and criteria appropriate to the subject matter, significance and risks of the cooperation.

No person shall make representations or accept terms and conditions without the authority to do so.

MCL requires compliance with the principles of fair competition. Formal or informal agreements concerning prices, margins, quotations, market allocation, customers, suppliers, orders or participation in tender procedures are prohibited.

The unauthorised disclosure or acquisition of confidential or commercially sensitive information is also prohibited, particularly information concerning future prices, costs, strategies, customers or commercial terms.

Suppliers, subcontractors and partners are selected according to criteria appropriate to MCL's needs, including their ability to meet requirements, reliability, associated risks, terms of cooperation and information protection.

Personal interests, incidental benefits or undisclosed relationships must not take precedence over objective decision-making criteria.

5. Conflicts of Interest, Corruption, Gifts and Hospitality

Persons performing activities on behalf of MCL shall avoid situations in which personal, financial, professional or family interests, or relationships with another entity, could influence or reasonably be perceived as influencing impartiality, assessments, supplier selection, results or decisions made on behalf of MCL.

Any actual, potential or reasonably perceived conflict of interest shall be reported without undue delay to the person responsible for the matter concerned.

A person affected by a conflict of interest shall not independently decide the matter or use their access to information until appropriate measures have been established to preserve objectivity and protect MCL's interests.

Directly or indirectly offering, promising, giving, accepting, requesting or approving financial, personal or other benefits for the purpose of obtaining improper influence, rewarding improper conduct or securing preferential treatment is prohibited.

This prohibition includes, in particular, cash and cash equivalents, undisclosed commissions, facilitation payments, fictitious services, donations, sponsorships or intermediary arrangements used to circumvent the prohibition, regardless of whether the benefit concerns a public or private entity.

Small customary gifts or hospitality may be acceptable only where they are lawful, occasional, proportionate, transparent, do not involve an expectation of reciprocity and are not offered or accepted in circumstances that could influence supplier selection, results, assessments, decisions or impartiality.

Cash, cash equivalents and benefits concealed from MCL are prohibited.

Where reasonable doubt exists, the gift or hospitality should be declined, or an assessment should be obtained from the person responsible for the matter concerned.

6. Confidentiality, Intellectual Property and Resources

Information obtained or generated while performing activities on behalf of MCL shall be used only to the extent justified by assigned tasks, binding arrangements and applicable laws, and shall be disclosed only to authorised persons.

Protective measures appropriate to the nature of the information, scope of access and associated risks shall be applied, including after the termination of employment, cooperation or access rights where the obligation to protect such information remains applicable.

MCL respects the intellectual property rights of customers, partners and other entities.

MCL's methods, know-how, documentation, software, data, materials, databases and organisational solutions must not be used, copied, disclosed or made available without authorisation.

Protecting information as a trade secret also requires effective compliance with established access and confidentiality rules.

MCL's property, equipment, samples, systems, financial resources, accounts, access rights and other resources shall be used in accordance with their intended purpose, assigned scope and applicable rules.

Their use for personal gain, circumvention of security measures, concealment of transactions, unauthorised access, violation of the law or infringement of third-party rights is prohibited.

7. Reporting Irregularities and Prohibition of Retaliation

Suspected violations of the law, ethical principles, impartiality, confidentiality, data integrity or the provisions of this Code may be reported through an appropriate available channel in a manner that enables the matter to be properly assessed.

Reports subject to specific legal requirements shall be handled under the applicable procedure, where such a procedure is required.

Reports should be based on information that the reporting person has reasonable grounds to believe is true.

Each matter shall be assessed with confidentiality, impartiality and data protection measures appropriate to its nature, while respecting the rights of the persons concerned.

The submission of a report does not, in itself, establish that a violation has occurred. A person directly involved in the matter or affected by a conflict of interest shall not independently decide the matter.

Complete anonymity cannot be guaranteed where disclosure of information is necessary to conduct a proper investigation or fulfil a legal obligation.

A person making a report who has reasonable grounds to believe that the information provided is true, or a person assisting in the investigation, shall not be subjected to retaliation on that basis.

This protection does not extend to knowingly providing false information, falsifying evidence or intentionally causing harm. The mere fact that a report is not substantiated does not constitute evidence of bad faith.

Receipt of a report, preservation of materials or implementation of precautionary measures does not, in itself, constitute an acknowledgement of a violation, claim or liability on the part of MCL.

8. Implementation and Maintenance

The Management Board of MCL ensures that this Code is available, while persons responsible for supervising the work of others support its implementation through their own conduct and appropriate responses to identified irregularities within the scope of their competence.

This Code establishes standards of conduct but does not constitute a guarantee that every violation will be completely prevented or detected.

Violations of this Code may result in measures appropriate to the nature of the matter, including restriction of access, changes to assigned duties, removal from specific activities, termination of cooperation or other measures, provided that their application is supported by established facts, applicable laws, contracts or rules governing the relevant relationship.

This Code does not independently establish grounds for financial penalties or financial liability and does not limit rights arising from mandatory provisions of law.

This Code shall be updated where changes in applicable law, activities, risks or experience gained from its implementation materially affect its contents.

An update is not required solely because of a change in personnel, position, communication channel, system or technical solution, provided that the fundamental principles remain unchanged.

This Code of Business Ethics has been established and approved by the Management Board of MediCertLab Sp. z o.o.