



POLICY/PROCEDURE NO. CCP-ABR-001	ANTI-BRIBERY & ANTI-CORRUPTION
VERSION 2.0	January 1, 2022
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INTRODUCTION

This Policy/Procedure describes Eagle Pharmaceuticals, Inc.'s ("Eagle") policy on compliance with all federal, state and local laws and regulations related to bribery and corruption including, but not limited to, the U.S. Foreign Corrupt Practices Act of 1977 and the UK Anti-Bribery Law.

PURPOSE

This Policy/Procedure is applicable to all Eagle employees, directors, officers, managers, vendors, agents and business partners – whether or not those individuals interact with Government Officials, HCPs, or other third parties in any country in which Eagle conducts business.

POLICY

1. Given the broad prohibitions of anti-bribery and anti-corruption laws applicable to Eagle, Eagle and its employees, directors, officers, managers, vendors, agents and business partners are strictly prohibited from providing bribes, kickbacks, or any other improper benefits or advantages to Government Officials or their family members. This means that Eagle and its employees, directors, officers, managers, vendors, agents and business partners are strictly prohibited from:
 - (i) Directly or indirectly authorizing, promising, offering, providing, requesting, or accepting
 - (ii) money, advantages, favors, benefits, or anything else of value
 - (iii) directly or indirectly to or from *any person*
 - (iv) for an improper purpose or to secure an improper advantage related to the business of Eagle
 - (v) with a "corrupt intent."

"Corrupt intent" means an intent or desire to wrongfully influence the recipient and includes seeking to:

- Influence an act or decision of the recipient in his/her official capacity;
- Induce the recipient to do or omit to do any act in violation of the recipient's lawful duty;
- Induce the recipient to use his/her influence with a government or department, agency, or instrumentality thereof, to affect or influence any act or decision of such government, department, agency, or instrumentality;



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- Reward a person for the improper performance of a function or activity; or
 - Secure any other improper advantage.
2. Anti-bribery and anti-corruption laws can be violated even if:
 - The improper payment or other benefit fails to achieve the purpose for which it was intended;
 - The improper payment or other benefit is not actually provided (i.e., the mere offer or promise of a bribe or other improper benefit is sufficient to cause a violation);
 - The Government Official does not actually solicit, accept, or receive the improper payment or other benefit (i.e., an improper payment or other benefit is made to a third party, who does not provide the payment or benefit to the intended Government Official); or
 - You use personal funds rather than Eagle funds to finance the improper payment or other benefit.
 3. Eagle employees, directors, officers, managers, vendors, agents and business partners must comply with all of Eagle's internal controls and processes that are designed to ensure that:
 - (i) Eagle maintains accurate, transparent and complete books and records;
 - (ii) Business expenses are incurred only with appropriate Eagle authorization; and
 - (iii) Improper payments, self-dealing, embezzlement, money laundering, tax evasion, or fraud do not occur.
 4. No exceptions to this Policy/Procedure will be allowed, even if our competitors engage in improper behavior or the prohibited practice described in this Policy/Procedure is widely accepted in a country where we operate or conduct business activities. Eagle employees, directors, officers, managers, vendors, agents and business partners must adhere to both the spirit and the letter of this Policy/Procedure with respect to Eagle's business anywhere in the world, including consideration of the intent of this Policy/Procedure regarding conduct that could fall generally within its scope, even if not specifically stated.
 5. Eagle may not use or engage any third party including, but not limited to, sales representatives, consultants, agents, joint ventures, contractors or business partners (collectively, "Intermediaries") to interact with Government Officials, whether such Intermediaries are located within or outside the United States, unless (i) appropriate anti-bribery/anti-corruption due diligence has been performed on the Intermediary; and (ii) the Intermediary has executed a written agreement containing anti-bribery/anti-corruption compliance clauses. The conduct of approved Intermediaries must be monitored closely by



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Eagle. Additionally, all payments to approved Intermediaries must be accurately recorded in Eagle's books and records.

6. Eagle does not tolerate bribery in any context, including in interactions with HCPs. See **Code of Business Conduct and Ethics Policy/Procedure**. For more information regarding interactions with HCPs specifically, see:
 - **Advisory Boards & Other Consultant Engagements Policy/Procedure;**
 - **Gifts, Meals, Entertainment & State Law Compliance Policy/Procedure;**
 - **Grants, Charitable Donations, Sponsorships & Society Memberships Policy/Procedure;**
 - **Key Account Manager Role and Responsibilities Policy/Procedure;**
 - **Medical Science Liaison (MSL) Roles & Responsibilities Policy/Procedure;**
 - **Promotional Speaker Programs Policy/Procedure.**

7. A violation of this Policy/Procedure will result in appropriate disciplinary action, up to and including termination. Anti-bribery and anti-corruption laws are criminal statutes that may subject both Eagle and you to substantial fines, penalties and/or imprisonment and other consequences.

8. All Eagle employees, directors, officers, managers, vendors, agents and business partners have an affirmative duty to immediately report all violations or suspected violations of this Policy/Procedure to Eagle's Compliance Officer or submitted anonymously to Eagle's compliance hotline at 855-679-2699 (telephone), or by submitting a message through the Secure Web Form found at: <http://www.openboard.info/EGRX/> (website). Eagle will not tolerate retaliation against anyone for making a good faith report of an actual or suspected violation of this Policy/Procedure.

PROCEDURE

1. Any Eagle employee, director, officer, manager, vendor, agent or business partner wishing to interact with or engage a Government Official, Intermediary or other individual/entity covered by this Policy/Procedure must seek assistance and approval from Eagle's Legal department in advance of any interaction.

DEFINITIONS/ABBREVIATIONS

1. **Government Official.** Any officer, employee, or agent of any government, government department, government agency, government-affiliated organization (such as a public



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hospital or affiliated HCP, research institution, utility company, school, university, or sovereign wealth fund), or public international organization (such as the United Nations or the World Bank); any political party or official or employee thereof; any member of a royal or ruling family; any candidate for political office; or any private-sector company; or any person acting in an official capacity for or on behalf of any of the above.

2. **Health Care Professional (HCP).** Any person or entity that may, directly or indirectly, purchase, prescribe, recommend, refer or arrange for the purchase or formulary placement of an Eagle product or service. This includes, but is not limited to, physicians, physician assistants, nurses, nurse practitioners, pharmacists, medical directors, pharmacy directors, formulary committee members, hospitals, pharmacies, physician groups, nursing homes, group purchasing organizations, insurers, and health plans.

REFERENCES

1. Advisory Boards & Other Consultant Engagements Policy/Procedure
2. Code of Business Conduct and Ethics Policy/Procedure
3. Gifts, Meals, Entertainment & State Law Compliance Policy/Procedure
4. Grants, Charitable Donations, Sponsorships & Society Memberships Policy/Procedure
5. Key Account Manager Role and Responsibilities Policy/Procedure
6. Medical Science Liaison (MSL) Roles & Responsibilities Policy/Procedure
7. Promotional Speaker Programs Policy/Procedure




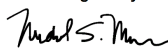
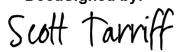
POLICY HISTORY

VERSION NUMBER	EFFECTIVE DATE	REVISION DESCRIPTION
1.0	June 12, 2015	Original Policy/Procedure
2.0	January 1, 2022	Clarification re "Government Official" definition and "corrupt intent," clarification that bribes to HCPs are not permitted; addition of other Eagle policy references; removal of facilitating payments.



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EAGLE PHARMACEUTICALS, INC. ANTI-BRIBERY & ANTI-CORRUPTION	
Version: 2.0	
Effective Date: January 1, 2022	
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<p>DocuSigned by:  5D8995ABF64E491...</p> <p>_____ Michael Moran Chief Commercial Officer Member – Corporate Compliance Committee</p>	<p>12/28/2021 2:13 PM PST</p> <p>_____ Date</p>
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Certificate Of Completion

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rdebski@eagleus.com

EVP, General Counsel & Chief Compliance Officer

Eagle Pharmaceuticals, Inc.

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Brian Cahill

bcahill@eagleus.com

Chief Financial Officer

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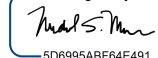
Michael Moran

mmoran@eagleus.com

E.V.P.-Chief Commercial Officer

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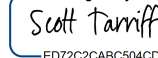
Scott Tarriff

starriff@eagleus.com

Ceo

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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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How to contact Eagle Pharmaceuticals, Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: dcolarte@iSectra.com

To advise Eagle Pharmaceuticals, Inc. of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at dcolarte@iSectra.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

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Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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