

Amarin

Anti-Bribery and Anti-Corruption Policy

Global Compliance
(April 2026)



PURPOSE

This policy describes Amarin's (or the Company) policy and standards on preventing and avoiding corruption, bribery and conflicts of interest.

SCOPE

This policy applies to all Amarin Colleagues and any Third-Party Vendor or Third-Party Intermediaries conducting business on behalf of Amarin. This policy applies to all countries involved in Amarin business, taking into account any local requirements. In case of conflict between the local regulation and this policy, the stricter of the two shall be applied.

RESPONSIBILITIES

The Legal/Compliance Department is the department owner of this policy.

Amarin Colleagues and Third-Party Vendors/ Intermediaries working on Amarin's behalf are responsible for complying with this Policy. Failing to follow this Policy can result in disciplinary action, up to and including termination.

POLICY

General:

Amarin Colleagues and Third-Party Vendors/Intermediaries are expected to act with integrity.

Amarin Colleagues and Third-Party Vendors/Intermediaries must not Bribe and must not use intermediaries to commit acts of Bribery or in any case, violating Anti-Bribery / Anti-Corruption Laws.

Amarin prohibits all forms of Bribery and corruption in order to improperly influence a person's judgement in exercising their responsibilities and/or to obtain an undue advantage for Amarin.

Facilitation (or "Grease") Payments are prohibited, as are gifts to Government Officials (including HCPs), this can include ordinary day-to-day or social activities, like gifts, accommodation, meals and transportation payments made in favour of third-parties; rewards in kind; • commercial agreements (e.g., consultancy services or sponsorships, etc.); job positions or investments opportunities; training opportunities or programmes; confidential information which can be used to carry out securitizations or financial investments; discount or personal credits; facilitation payments; kickbacks; family assistance or support; or other advantages or utilities. Gifts, economic advantages (not consist of cash payments), and further financial or material benefits (including any form of entertainment or hospitality) **can be given** or received only where they are considered to be business courtesy activities and upon condition that they do not compromise the integrity and/or reputation of the parties involved are not perceived to exercise improper influence on the beneficiary or to receive mutual advantages – especially in connection with a negotiation of a contract or a contract renewal witing

+/- 3 months). Business courtesy activities must not be considered, by a neutral party, as means aimed at deserving gratitude or maintaining/obtaining improper advantages.

Gifts above 10 € of value shall always be either rejected, raffled across the colleagues or need approval from the Compliance function.

Amarin Colleagues and Third-Party Vendors/Intermediaries must never engage in interactions or transactions that violate policies, laws, regulations, or industry codes. These interactions should not be used to conceal improper payments. Amarin Colleagues must not provide anything of value to anyone, including healthcare professionals (HCPs), intended as an improper inducement to gain a business advantage. Additionally, Amarin employees should only engage with vendors when there's a valid need for the goods or services being supplied. Transfers of value to third parties (such as vendors) should be at fair market value for services rendered, and there must be a legitimate need for the goods and services. Furthermore, Amarin may provide grants and donations, but only where the Company does not expect or intend to receive anything of value in return. Legal/Compliance must be consulted before proceeding when there is doubt that offering, giving or promising anything of value to a third party could be viewed as having an illegitimate purpose or conflict with this policy.

Amarin Colleagues who infringe this Policy will be subject to any disciplinary action deemed appropriate, up to and including termination of employment, as well being subject to any further legal action necessary to protect Amarin's business, interests and reputation.

Amarin and Third Party Vendors / Intermediaries each shall maintain throughout the Term a compliance programme, including written codes of conduct and policies, reasonably designed to ensure compliance with Anti-Corruption Laws and this Policy.. Such programme shall include, as applicable:

- (i) controls to prevent and detect improper payments;
- (ii) protections for good-faith whistleblowing and non-retaliation; and
- (iii) procedures to assess and manage conflicts of interest.

Amarin and Third Party Vendors / Intermediaries each shall ensure annual training on Anti-Corruption Laws and relevant internal policies for those of its employees.

Amarin and Third Party Vendors / Intermediarie each shall be responsible for ensuring that any third party it engages to perform activities in connection with the Agreement (including agents, consultants, distributors and subcontractors) is selected and managed using a risk-based approach and is required by written obligations to comply with Anti-Corruption Laws and provisions substantially similar to this Addendum.

Government Officials:

Amarin prohibits anyone acting on its behalf from committing Bribery. Bribery can take a variety of forms, such as offering or giving money or anything of value to Government Officials with the expectation of receiving a benefit in return.

Unless expressly agreed in writing by the other Party and permitted by applicable Law, neither Company nor Supplier shall retain, employ or engage any Government Official in connection with the performance of this Agreement. Notwithstanding the foregoing, this restriction shall not prohibit engagements with healthcare professionals who are Government Officials solely by virtue of their employment by a government-operated or government-controlled institution, provided that (i) the engagement is permitted by applicable Law and applicable industry codes, (ii) the services are legitimate and documented, (iii) compensation is at fair market value, and (iv) all required approvals are obtained. .Amarin reviews and approves engagements, interactions and funding requests associated with HCPs and Government Officials to mitigate the risk of actual or implied corruption.

Always consult with Legal if unsure whether a particular company is owned or controlled by a government entity or whether an individual is a Government Official.

Books and Records and Internal Controls:

Third Party Vendors / Intermediaries will not enter into direct agreements with Amarin directors, legal representative or employees (in violation of Anti-Bribery applicable laws);Amarin is required to exercise commercially reasonable efforts to maintain books and records that accurately and fairly reflect its transactions in reasonable detail and to maintain internal controls to prevent and detect potential violations of Amarin policies and applicable laws.

Amarin prohibits knowingly making false, artificial or inaccurate entries within Amarin books and records. All payments and transactions, regardless of value, must be recorded accurately.

Amarin expects any records provided by Third-Party Vendors/Intermediaries to Amarin to be accurate and include sufficient details to Amarin evaluation, maintenance of Amarin books and records, and compliance with this policy.

Conflicts of Interest:

In accordance with this Anti-Bribery and Anti-Corruption Policy, the Company takes steps to mitigate the risks associated with Conflicts of Interest. Employees are expected to avoid situations that may create an actual or perceived Conflict of Interest and promptly inquire about or disclose such situations.

Trade Compliance - Human Rights; Modern Slavery:

Amarin and Third Party Vendors / Intermediaries each shall comply with all applicable Laws relating to (i) restrictions on exports and international trade, including applicable export controls, embargo and sanctions regulations (including as applicable those of the U.S., UN, EU and UK), and (ii) human rights, anti-slavery and human trafficking. Company and Supplier each shall maintain policies and procedures reasonably designed to support such compliance.

Notification / Investigation; Remedies:

Notification: Amarin and Third Party Vendors/Intermediaries must promptly inform each other in writing of any credible claims, investigations, or proceedings regarding breaches of Anti-Corruption Law relevant to Amarin.

Cooperation: Both parties will work together in good faith to resolve compliance issues under this Policy, including providing reasonable support for investigations and responding to lawful authority requests, while complying with legal and confidentiality requirements.

Suspension/Termination: A serious breach of this Policy is grounds for suspending or ending a Third Party agreement (material breach), in line with the agreement's termination terms, if the breach occurs or if continuing the agreement could expose the non-breaching party to legal liability.

Raising Concerns:

Amarin Colleagues and Third-Party Vendors / Intermediaries must promptly report any known or suspected violation of this Policy to Amarin Legal/Compliance, or through the SpeakUp Helpline: <https://amarin.speakup.report/en-GB/external/home>. Amarin prohibits retaliation against those who raise concerns in good faith or with reasonable belief about bribery or Policy violations.

DEFINITIONS

For purposes of this policy, the succeeding terms have the following meanings:

Amarin Colleagues: Any director, officer or employee of Amarin, any Amarin consultant or vendor performing services relevant to an Amarin policy, procedure or work instruction and any other third parties identified in individual policies, procedures or work instructions.

Anti-Bribery / Anti-Corruption Laws: means all applicable laws, rules, regulations and legally binding guidance relating to bribery or corruption, including (as applicable) the U.S. Foreign Corrupt Practices Act of 1977, the U.K. Bribery Act 2010 and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, as each may be amended or replaced from time to time. Anti-Corruption Laws include laws prohibiting payments, offers, promises, authorisations or transfers of money or anything of value, directly or indirectly, to any Government Official or any other person, to improperly influence any act or decision or to obtain or retain an improper business advantage.

Bribery: Offering, making, paying, giving or promising (or authorizing someone to offer, give or promise) or accepting a request or soliciting or authorizing an improper benefit, rebate, payoff, influence payment, kickback, facilitation payment or other unlawful or improper payment, directly or indirectly, with the intention of influencing or rewarding or compensating the behavior of someone to obtain or retain an advantage. Bribery can take a variety of forms, such as offering or giving money or anything of value.

Conflict of Interest: A Conflict of Interest arises when an employee or Third Party Vendor / Intermediary has a competing interest that could impact their ability to make objective decisions in Amarin's best interest.

Facilitation (Grease) Payment: Transfer of value to any Government Official that is intended to expedite or secure a routine administrative action to which Amarin is already entitled, e.g., processing a visa or providing a customs invoice.

Government Official: means any person who (i) is an elected or appointed official, employee or representative of any government, public body, regulatory authority or governmental department, agency or instrumentality (including any state-owned or state-controlled enterprise); (ii) is an employee or individual acting for or on behalf of a public international organisation; (iii) is a political party, party official, candidate for public office or any person acting on behalf of any of them; (iv) is a member of a royal family or the military; (v) is a healthcare professional, researcher or other individual employed by, or acting for or on behalf of, a government-operated or government-controlled hospital, clinic, university or similar institution; or (vi) is otherwise treated as a government official under applicable Law.

Healthcare Professional (HCP): Any person in a position to purchase, prescribe, recommend, influence or arrange for the purchase, sale, or formulary placement of an Amarin product. This includes (but is not limited to): physicians, nurses, office practice, managers, wholesalers, pharmacists or medical directors.

Third-Party Vendor/Intermediary: Legal person/entity incl. business partners / alliance partners or individual that represents Amarin or interacts with other Third Parties on behalf of Amarin or relating to Amarin's product(s). This definition includes Third-Party Intermediaries that interact or transact business with HCPs or government officials on behalf of Amarin.

REFERENCES / RELATED DOCUMENTS

- Amarin's Code of Conduct – Our Trust & Collaboration Code
- Amarin's Supplier & Partner Code of Conduct
- Conflict of Interest Policy (internal)
- Third Party Due Diligence Policy (internal)