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### Declaration of Compliance

Pharming Healthcare, Inc. declares to the best of its knowledge and based upon a good faith review of the statutory requirements, that it has established a comprehensive compliance program that meets the requirements of the California Health and Safety Code, sections 119400-119402.

Pharming declares that it is, in all materials respects, in compliance with its compliance program and the California Health and Safety Code, sections 119400-119402. Pharming will review its program at least annually. Through this review, Pharming will continue its efforts to address the issues raised by the California law and to enhance the effectiveness of the program as needed to maintain a program that is reasonably designed to prevent or to detect and address violations of law or company policy.

Pharming has established an Ethics and Compliance Program designed to comply with applicable federal and state laws and industry standards relating to the marketing and promotion of its product. All Pharming employees will participate in the company's compliance programs. Pharming is committed to establishing and maintaining an effective compliance program that promotes ethical business conduct. Pharming's Ethics and Compliance Program is designed to prevent and detect violations of laws or company policies. All employees must adhere to these laws, regulations and policies. If Pharming becomes aware of violations of law or company policy, the matter will be investigated and, if necessary, disciplinary action will be taken and corrective measures will be implemented to prevent future violations.

Pharming has written policies to assure compliance with applicable laws, regulations and standards governing the marketing and promotion of our products. The compliance program includes written policies and procedures to ensure compliance with applicable laws and regulations and support good business practices. The Pharming Code of Conduct requires employees to obey all laws, act in an ethical manner and make business decision that are consistent with the policies.