

SERVIER BELUX - GENERAL PURCHASING CONDITIONS

1. DEFINITIONS

"Affiliate" means, in respect of each Party, any legal person which controls, is directly or indirectly controlled by, or is under common control with a Party. "Control" means the actual power, exercised through one or more intermediaries, to direct said Party or cause said Party to be directed, managed or administered, whether by holding more than 50% of the voting shares of said Party, contractually or through any other means.

"Background" means, with respect to a Party, any and all information, data, methods, processes, drawings, inventions, models, know-how, whatever its form or nature, tangible or intangible, including all Intellectual Property Rights therein or related thereto, that is under control of a Party and (i) existing at the date of the Purchase Order or (ii) developed independently and outside the scope of the Purchase Order. Whereby, for the purpose of the definition of Background, **"control"** means ownership and/or the right to grant access or licenses to third parties.

"Deliverables" means all documents, products and materials developed by the Supplier as part of or in relation to the Services or the Goods in any form or provision, including without limitation, reports, studies, designs, (co)developments, settings, prototypes, processes, samples, software, source codes, databases, drawings, plans, brochures, logos, and all related documentation. The Deliverables shall always include the Source Files.

"Force Majeure" means an external, unforeseeable and unavoidable event beyond a Party's control, including, without limitation, acts of God, acts of civil or military authority, governmental measures, natural disasters, wars, acts of terrorism, or riots (but excluding cyberattacks, strikes and lockouts) which makes it impossible for a Party to fulfil its obligations.

"Goods" means any products, goods, raw materials, articles, materials, equipment, spare parts or other items to be supplied by the Supplier as set forth in the Purchase Order.

"Intellectual Property Rights (IPR)" means any trademark, design, know-how, copyright or patent or any other intellectual property right.

"Party" means Servier or the Supplier.

"Purchase Order" means an official purchase order for Goods or Services issued by Servier.

"Results" means the Goods, Deliverables, and any other materials, which are created, developed or delivered in the performance of the Purchase Order, including, without limitation, documents, reports, information, data, artwork, ideas, concepts, business models, graphics, flowcharts, drawings, and tools in any form, shape, format or state of completion, as well as all improvements or modifications thereto.

"Servier" means the entity purchasing the Goods and/or Services from the Supplier as set forth in the Purchase Order, such as SERVIER BENELUX SA, a company organised under the laws of Belgium, with registered office at Chaussée de Mons 1424, 1070 Anderlecht, Belgium; or SERVIER LUXEMBOURG SA, a company organised under the laws of Luxembourg, with registered office at 17 B Rue du Chemin de Fer, 8057 Bertrange, Luxembourg.

"Services" means the services, including the provision of the Deliverables, to be performed by the Supplier as set forth in the Purchase Order.

"Source Files" means the original, editable working files used to create the Deliverables, together with all components required for their full use, reproduction, adaptation, and modification. This includes, without limitation, fonts, images, graphics, effects, and other embedded assets. Source Files may include formats such as PSD, AI, INDD, AEP, or any equivalent editable format, as required by Servier.

"Supplier" means the supplier from whom Servier purchases Goods and/or Services as described in the Purchase Order.

2. PURPOSE

The present General Purchasing Conditions ("GPC") shall apply to the purchase and supply of Goods and Services. These GPC and each Purchase Order issued by Servier shall become a binding contract between Servier and the Supplier when the relevant Purchase Order is accepted by the Supplier. Acceptance of a Purchase Order by the Supplier entails the unreserved and express acceptance of the GPC, to the exclusion of any other terms and conditions mentioned on titles, quotations, invoices or any other document from the Supplier.

3. FINANCIAL CONDITIONS

Price. The prices set forth in the Purchase Order are fixed and non-revisable. It is net and exclusive of tax. It includes the assignment of Intellectual Property Rights to Servier pursuant to Section 9.

Invoicing. Invoices must (i) be issued in accordance with the details set forth in the applicable Purchase Order, clearly stating the Purchase Order number and (ii) be sent exclusively via the Peppol network. If the Supplier is not legally required to use the Peppol network, invoices must be sent in PDF format to invoices.belux@servier.com. Invoices that do not comply with the above requirements will not be processed and may be rejected by Servier. Payment of an invoice shall not constitute acceptance of the Goods, Services or Deliverables and shall be without prejudice to Servier's right to reject non-conforming items under Section 4.

Payment Term. All undisputed invoices are payable within forty-five (45) days end of month following invoice date.

4. PERFORMANCE OF THE PURCHASE ORDER

Performance. The Supplier shall provide the Goods, Services and/or Deliverables in accordance with the Purchase Order, the GPC, all applicable laws, professional standards and good industry practices. The Supplier shall maintain in effect all licenses, permissions, authorisations, consents and permits that it needs to carry out its obligations hereunder. Additionally, the Supplier shall maintain the necessary skills, capacity, equipment and qualified personnel to deliver the Goods and/or perform the Services.

Acceptance of Goods, Services and Deliverables. Servier may reject any Goods, Services and Deliverables that are damaged, deteriorated, do not conform with the specifications of the Purchase Order or the GPC, or with the Supplier's warranty or that are otherwise considered by Servier not to be fit for their purpose, notwithstanding any prior inspection or payment. In the event of rejection, the Supplier shall, at Servier's option, (i) promptly repair or replace, at no cost to Servier, any defective Goods or Deliverables or promptly re-perform the non-conforming Services or (ii) refund Servier for the full price paid therefor, without prejudice to any other rights and remedies that Servier may have under the GPC or applicable laws.

Delay. The Supplier acknowledges that time is of the essence for the delivery of the Goods and the Services and hereby undertakes to deliver the Services and the Goods in a timely and efficient manner and in accordance with the timeframes as described in the applicable Purchase Order. The Supplier shall inform Servier in writing as soon as the Supplier anticipates any delay in the delivery of the Services or the Goods. In the event of late delivery, Servier reserves the right to terminate the Purchase Order.

Warranties. For a period of twenty-four (24) months from the delivery date (unless applicable law or the Supplier's terms provide for a longer warranty period), Supplier warrants that the Goods, Deliverables and Services conform to all specifications provided by Servier, will be suitable in every respect for the purpose intended and are of good workmanship and quality, free of all defects, and new. In the event of defect, the Supplier shall, at Servier's option, (i) promptly repair or replace, at no cost to Servier, any defective Goods or Deliverables or promptly re-perform the non-conforming Services or (ii) refund Servier for the full price paid therefor, without prejudice to any other rights and remedies that Servier may have under the GPC or applicable laws.

Delivery, Transfer of Title and Risks. The Supplier shall deliver the Goods, Deliverables and/or Services in accordance with DDP (Incoterms® 2020) at Servier's premises or such other place as set forth in the Purchase Order. Title and risk of loss to the Goods and Deliverables delivered hereunder will transfer to Servier upon acceptance by Servier at the delivery point.

5. LIABILITY

The Supplier shall be liable, and agrees to hold harmless, defend and indemnify Servier and its Affiliates and customers, as well as their respective directors, officers, employees, agents and representatives (the **"Servier Indemnitees"**), from and against all claims, liabilities, demands, actions, suits or proceedings of any kind, injuries, damages, losses, expenses and/or costs (including reasonable legal fees) made or brought against, or incurred or suffered by Servier Indemnitees, directly or indirectly as a result of any error, omission, negligence or willful misconduct of the Supplier, its personnel, representatives, Affiliates or subcontractors, or as a result of breach of any warranty, term or condition contained in Purchase Order or these GPC by the Supplier, its personnel, representatives, Affiliates or subcontractors.

6. INSURANCE

The Supplier shall, at its own expense and for the term of the Purchase Order, maintain adequate insurance covering all liabilities that may arise under or in connection with the Purchase Order. The Supplier undertakes to provide Servier with a copy of its insurance certificate at Servier's first request within ten (10) working days of the request. The Supplier shall notify Servier in advance of any modifications, termination or suspension of such insurance.

7. FORCE MAJEURE

Neither Party shall be held liable for delayed performance or non-performance to the extent and for the period of time that it is prevented or delayed from fulfilling its obligations due to Force Majeure, provided that the non-performing Party: (i) notifies promptly (and no later than within five (5) calendar days following discovery) in writing of an event of Force Majeure (ii) mitigates the effects of the Force Majeure event and (iii) resumes performance hereunder as soon as such Force Majeure event is removed. If the Force Majeure Event continues for a period of more than one (1) month from the date of the notice of the Force Majeure event, the other Party shall be entitled to terminate the Purchase Order, in whole, or in part.

8. TERMINATION

Without prejudice to any other rights or remedies, and without any liability or termination fees:

- i. Servier may terminate a Purchase Order for convenience, in whole or in part, upon at least thirty (30) days advance written notice to the Supplier;
- ii. Servier may terminate a Purchase Order, in whole or in part, with immediate effect upon written notice to the Supplier if the Supplier breaches Section 12;
- iii. either Party may terminate a Purchase Order, in whole or in part, upon breach of any material provision of the Purchase Order or GPC, or repeated breaches, if such breaching Party has not cured such breach(es) within thirty (30) calendar days following a first written notice sent by the non-breaching Party.

9. INTELLECTUAL PROPERTY

Background. Each Party shall remain the owner of its Background, and hereby grants to the other Party and its Affiliates a license to use such Background as required to execute its obligations under the Purchase Order. Moreover, If the Supplier's Background is necessary or useful for the use or exploitation of the Results, the Supplier hereby grants Servier, its Affiliates and subcontractors a non-exclusive, irrevocable, worldwide license, fully paid-up, for the whole duration of protection under any IPR therein, for such use or exploitation.

Results. The Parties hereby acknowledge that the Results shall be the sole and exclusive property of Servier. The Supplier hereby assigns or otherwise transfers to Servier all IPR attached to the Results. The assignment of IPR, including all copyrightable work, is worldwide, irrevocable, for the whole duration of protection under the IPR concerned and for all means and form of exploitation.

In cases the Results are protected in whole or in part by copyright, the Supplier shall transfer to Servier all assignable economic copyrights and in particular the right of representation, reproduction, translation, modification, adaptation, use, exploitation and distribution, on a direct or indirect basis, on any medium, in any format and by any process, for the legal term of copyright protection and for the whole world.

In the event the aforementioned assignment of future IPR is not permitted by applicable law, the Supplier shall cause such IPR to be assigned to Servier upon creation of such IPR, or if assignment is not permitted by applicable law, the Supplier waives such rights and/or grants to Servier for a period equal to the duration of protection of the relevant IPR, an exclusive, fully paid, irrevocable, sub-licensable (through multiple tiers, including, but not limited to, its Affiliates and subcontractors) worldwide license under such rights for any and all purposes and shall execute any documents to this effect if requested to do so by Servier. The Supplier moreover waives, to the extent permitted under applicable law, the right to enforce against Servier any moral right, in particular the right to be named on or in respect with the Results, assigned to Servier or in any further use or exploitation thereof.

IP Warranty and Indemnification. The Supplier warrants that the Services, Deliverables and Goods delivered hereunder do not and will not infringe or misappropriate any third party IPR. In case of any third party claim, the Supplier shall obtain the right for Servier to continue to use such IPR or shall replace or modify the potentially infringing items as soon as possible. The Supplier shall,

at its expense, defend and hold harmless Servier Indemnities against any suit, action or other proceedings from and against all charges, claims, liabilities, losses, costs and expenses of any nature whatsoever, judgements, and damages of every kind in respect of such infringement with respect to any of the said Services, Deliverables and Goods.

Use of Trademark and Logo. The Supplier undertakes not to use the trademarks, logos, domain names, brand names, commercial names of Servier or those of the Servier Group as a commercial reference as well as in any documentation, publication or communication of any nature whatsoever and on any medium whatsoever, without having obtained the prior written authorisation of Servier.

10. CONFIDENTIALITY

During the term of the Purchase Order and for a period of ten (10) years after termination or expiration of the Purchase Order, the receiving Party undertakes to keep strictly confidential and not to disclose any non-public information communicated by the disclosing Party that relates or refers to the Purchase Order, and in particular documents, data, know-how, and/or economic, technical, commercial or financial information of which it may become aware in the performance of the Purchase Order (the **"Confidential Information"**). The Deliverables shall be deemed Confidential Information of Servier.

The receiving Party may, however, disclose Confidential Information of the disclosing Party to its own personnel or authorised subcontractors, having a need to know for the purposes of the Purchase Order, provided always that such personnel and subcontractors are bound by confidentiality and non-use obligations at least as stringent as those set forth herein. The receiving Party shall remain fully responsible for any breaches to the confidentiality obligations herein by its personnel or authorised subcontractors.

11. DATA PROTECTION

In the performance of the Purchase Order, the Parties shall comply with all applicable laws and regulations with respect to the processing of personal data, and in particular the European General Data Protection Regulation 2016/679.

The personal data are processed by the Parties for the purposes of performing the Purchase Order, for the purpose of the legitimate business interest of the Parties to manage suppliers and contracts and for the purpose of defending their rights. For the same purposes, the personal data may be shared with the Parties' Affiliates and third party contractors.

Data subjects may exercise their rights to access, rectify, delete, limit or object to their processing of personal data by emailing dataprivacy-belux@servier.com. They may also lodge a complaint with the competent supervisory authority.

12. COMPLIANCE

Fight against Corruption. For the purposes of this Section 12, the following terms shall have the following meaning:

"Anti-Corruption Legislation" means all laws, rules, regulations and other binding measures relating to the prevention and suppression of corruption, influence peddling, money laundering, fraud or similar practices, including, but not limited to, the Belgian Criminal Code (Code Pénal), French Criminal Code (Code Pénal) and the French Act on Transparency, the Fight against Corruption and the Modernisation of Economic Life (Sapin II), as well as, where applicable, the Foreign Corrupt Practices Act (FCPA) and the UK Anti-Bribery Act (UKBA), and any other law to which a Purchase Order is subject.

"Benefit" means any financial or other advantage, payment, gift, promise or assignment of any value.

"Public Official" means (a) any officer, employee, director, manager, consultant, agent or representative, whether appointed or elected, of any government (central, federal, state or provincial), ministry, department, agency, body, public international organisation or any entity, agency, hospital or undertaking or joint venture/partnership (including a partner or shareholder of such an undertaking) that is State-owned or State-controlled; and (b) any person acting for or on behalf of (i) any government, ministry, agency, department, community, jurisdiction, agency or body or part thereof; or (ii) any public international organisation; or (iii) any political party or official or candidate for office in a political party and, (c) any person whose remit allows him/her to prescribe, recommend, administer or supply pharmaceutical products, and who is employed in public hospitals or institutions

"Representatives" means the Supplier and its shareholders, officers, directors, employees, subsidiaries, agents and any subcontractors, contractors or other person(s) acting on their behalf.

The obligations set out in this Section 12 are essential for Servier.

The Supplier represents, warrants and undertakes that in the performance of a Purchase Order or any other matter arising out of or relating to it, it shall comply with the applicable Anti-Corruption Legislation, and in particular that (a) it shall not directly or indirectly offer or provide any benefit of any kind to any public or private individual or legal entity (including, but not limited to, any Government Official) for the purpose of carrying out or refraining from carrying out any act in violation of the applicable Anti-Corruption Legislation; (b) it shall not directly or indirectly solicit or request any benefit of any kind, for the purpose of carrying out or refraining from carrying out any act in violation of the applicable Anti-Corruption Legislation.

The Supplier represents that it is aware of the Servier's Code of Conduct and undertakes to comply therewith.

The Supplier shall immediately notify Servier of (i) any breach of this Section 12 as well as (ii) any claim, investigation or proceedings relating to any breach of the Anti-Corruption Legislation brought against it.

Without prejudice to any other remedy expressly provided for in the present GPC or to any rights and remedies available to it in court, Servier shall be entitled to suspend and/or terminate a Purchase Order and any other business relationship between the Parties in the event of a breach of this Section 12 by the Supplier, with immediate effect and without being obliged to pay any compensation to the Supplier for any loss or damage resulting from such suspension or termination.

The Supplier undertakes to indemnify and hold the Servier Indemnities harmless from and against any and all claims, demands, penalties, costs and expenses arising directly or indirectly from any breach of this Section 12 or the Anti-Corruption Legislation by the Supplier or any person acting in its name or on its behalf.

Conflict of Interest. The Supplier represents and warrants to Servier that, as of the date of the Purchase Order, it has no direct or indirect conflict of interest with Servier or any of its subsidiaries or its products and undertakes to declare any potential conflict of interest that may arise in the performance of a Purchase Order.

Transparency. In order to comply with applicable laws, regulations and codes relating to transparency, and in particular the EFPIA Code, the Pharma.be Code of Deontology and the IML Code of Ethics, Servier may be required to publicly disclose the existence and content of the Purchase Order. Where applicable, the Supplier shall comply with local laws, regulations and codes in respect of transfers of value, as defined in such texts, under a Purchase Order.

Whistleblowing System. Servier has set up an internal whistleblowing system. This internal whistleblowing system can be accessed by third parties who wish to report a compliance or code of conduct violation in relation to a Purchase Order. Reports should be submitted via the following address: <https://servier.whispli.com/ethicsline>.

13. CORPORATE SOCIAL RESPONSIBILITY

As the contractual provisions prove to be effective levers for the adoption and dissemination of a sustainable development approach that respects human rights, health and safety of persons and the environment – objectives endorsed by the Parties –, the Parties represent that they subscribe to the principles set out in the Servier Group's web page dedicated to CSR, which can be found at: <https://servier.com/en/our-commitments>.

14. STAFF MANAGEMENT

The Supplier shall manage its personnel and staff with regard to administrative, accounting, fiscal and social matters in accordance with all applicable laws (such as the legislation relating to health and safety standards, undeclared work, non-discrimination and professional equality). The Supplier shall retain sole authority, direction, and supervision over the personnel and staff assigned to perform a Purchase Order.

15. AUDIT - INSPECTION

During the performance of a Purchase Order and for a period of three (3) years thereafter, Servier shall have the right, upon five (5) days prior written notice to the Supplier and during office hours, to examine and audit the facilities, books and records of the Supplier and its subcontractors in order to verify the accuracy of any payments required under such Purchase Order and compliance with the provisions of the Purchase Order, the GPC and all applicable laws. Such audit shall be at no cost to Servier. The Supplier shall and shall ensure that its Affiliates, subcontractors and agents cooperate fully with such audits.

The Supplier shall promptly notify Servier it is the subject of an inspection or audit by a regulatory authority and provide details of the audit, any action taken or proposed or any report issued to the extent that such action or report relates to activities under a Purchase Order.

16. MISCELLANEOUS

Assignment. The Supplier shall not assign or delegate (including in the context of a management lease) its rights, interests or obligations hereunder without Servier's prior written consent. Servier may freely assign or transfer any of its rights, interests or obligations under a Purchase Order.

Subcontracting. The Supplier shall not subcontract, in whole or in part, its duty of performance hereunder to any third party without Servier's prior written consent. In case of approved subcontracting, the Supplier shall ensure that there is an agreement in place with the subcontractor and that such agreement shall contain terms and provisions which comply with the terms and conditions of this Contract. The Supplier shall remain responsible and liable to Servier for any acts or omissions of any subcontractor as if such acts or omissions were committed by the Supplier.

Non-Exclusivity and Economic Independence. The Supplier shall diversify its customer base in order to prevent any risk of economic dependence and acknowledges that it is able to develop its customer base. The Supplier shall notify Servier as soon as the orders placed with the Supplier by all the entities in the Servier Group exceed the threshold of twenty-two per cent (22%) of the Supplier's annual turnover, by subsidiary and/or on a consolidated basis.

Independent Contractors. The Parties are independent contractors. Nothing in the Purchase Order or GPC shall be construed as creating a partnership, agency, or employer-employee relationship between the Parties or their respective personnel.

Severability. If any provision of the GPC or a Purchase Order shall be found to be void or unenforceable, such findings shall not be construed to render any other provision of the GPC or of any Purchase Order either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either Party.

No Waiver. No failure or delay by either Party in exercising any right or remedy under the GPC or a Purchase Order shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

17. GOVERNING LAW AND JURISDICTION

The Purchase Order and the GPC shall be governed by and interpreted in accordance with the laws of Belgium, without regard to its conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods (Vienna 1980) does not apply to the Purchase Order. In case of any dispute, controversy, claim or difference of any kind whatsoever arising out of or in connection with the Purchase Order or the GPC, the Parties agree to seek an amicable solution first. If no amicable solution can be found within a reasonable time, the dispute shall be submitted to the exclusive jurisdiction of the French-speaking courts of Brussels, Belgium.