

GENERAL CONDITIONS OF EGIS PHARMACEUTICALS PLC FOR PURCHASING PRODUCTION MATERIALS AND SERVICES

1. SCOPE OF APPLICATION

- 1.1 The present general conditions ("General Conditions") contains the general provisions of those specific or ad hoc agreements ("Agreement(s)") made between Egis Pharmaceuticals Private Limited Company (company registration number: 01-10-041762; seat: H-1106 Budapest, Keresztúri út 30-38, Hungary; „Egis”) and one of its business partners incorporated under a law other than Hungarian law or having its registered seat outside of Hungary ("Partner") (Egis and Partner hereinafter individually the "Party" together the "Parties"), where the main contractual right and obligation of Egis is the purchase of production materials or services and the payment of the consideration thereof, without regard to the fact whether the Parties have put such Agreement(s) in a consolidated version in writing or not.
- 1.2 All orders made by Egis to Partner aiming at entering into the Agreement(s) as well as all Agreements made by Egis shall be construed exclusively on the basis of the present General Conditions. References made by the Partner to its own general terms and conditions are hereby rejected. Deviation from these General Conditions requires explicit written approval by Egis.
- 1.3 Any order made by Egis to Partner is non-binding and subject to change as long as it is not expressly confirmed by the Partner with the same content as the order.
- 1.4 If, with regard to the quantity of the products, the Agreement defines a frame that can be called down in several call-offs or a forecast, such frame or forecast serves information purposes only and it does not create a binding obligation for Egis to order the frame or forecasted quantity.

2. OBLIGATIONS OF THE PARTNER

- 2.1 The Partner warrants and shall ensure that during the whole term of the Agreement it has all valid licenses that are necessary for the due fulfilment of the Agreement. The Partner shall inform Egis in writing immediately on the result of any health inspection or on any measures of a health or other relevant authority (including the withdrawal of any license), should such health inspection or authority measure affect the Partner's obligations or performance towards Egis, and the Partner shall be liable for all damages and losses resulting from such inspection or measure.
- 2.2 The Partner must comply with its obligations provided for in the Agreement on time and applying the prices determined therein, in accordance with the requests of Egis, and in lack of an explicit agreement on the delivery terms, on the basis of Incoterms 2020 DAP. The place of delivery shall be, unless agreed otherwise by the Parties, the seat of Egis. Unless agreed otherwise upon, the Agreement is based on a firm and non-revisable price, inclusive of the necessary outer packaging and transportation costs. Any registration or administration obligation regarding the Electronic Public Road Trade Control System (EKAER) of the Hungarian Tax and Customs Authority (NAV), which is necessary for the due performance of the Agreement, shall be fulfilled and complied with by the Partner. If the Partner fulfils the Agreement in a way that creates a registration or administration obligation for Egis regarding the EKAER system, the Partner shall inform Egis thereon in writing by also sending to Egis all data necessary for fulfilling such registration or administration obligation; the Partner shall comply with this obligation immediately, but in any case at least two (2) working days before the expiry of the date applicable for fulfilling the relevant registration or administration obligation regarding the EKAER system. Should the Partner fail to comply with these obligations, it shall be liable for all damages, fines and other consequences resulting from the lack of or improper performance of the relevant registration or administration obligation regarding the EKAER system.
- 2.3 If, for any reason within the control of the Partner (force majeure not included), the Partner is in delay with any of its obligations, it is obliged to pay liquidated damages to Egis, the amount of which shall be one percent (1 %) of the net value of the products or services affected by the delay for each day of the delay limited to a total of 30% of the net value of the Agreement; however, this does not affect Egis' right to have recourse to other sanctions or remedies (including termination of or withdrawal from the Agreement), or to claim compensation for the damage or loss suffered. In case of Egis' termination of or withdrawal from the Agreement for reason of non-performance by the Partner, the Partner shall pay to Egis liquidated damages in the amount of thirty percent (30 %) of the net value of the Agreement.
- 2.4 The risk of loss and the ownership of the products shall pass to Egis, if the delivery term selected by the Parties does not regulate this matter, at the time of receipt of the products by Egis.
- 2.5 The employees of the Partner, the persons involved in the fulfillment hereof and the used vehicles may only enter the site of Egis if possessing the appropriate authorizations. The Partner (its employees and other persons legally involved) must comply with all effective regulations for the site of Egis. The Partner undertakes to ensure that its employees and the persons involved in the fulfillment of the present Agreement are made aware of the above regulations.
- 2.6 Unless otherwise agreed upon, the Partner undertakes a guarantee for good performance of the Agreement, meaning that if the product supplied or service performed does not comply anytime during the period of guarantee with the quality or quantity requirements set forth in the Agreement or in the legal regulations, it is assumed that the defect (non-compliance) is due to the lack of good performance by the Partner. The term of the guarantee period shall be until the expiry date of the product, but for a minimum term of six (6) months, and in case of a service, for a term of one (1) year. If the Partner undertakes to provide a guarantee with reference to "a term set forth by the legal regulation" or by using other wording of similar content, and the legal regulation does not provide for guarantee obligation regarding the given product or service, then the term of the guarantee period shall be as set forth in this clause. In connection with the Partner's performance hereunder, Egis is entitled, upon prior written notice, to perform an audit at the Partner's relevant premises.
- 2.7 In case Egis purchases chemical materials or (finished) pharmaceutical products, the Partner shall remain bound by the guarantee obligation from the date of receipt by Egis of the materials or products until the expiry date indicated in the analysis report for such materials or products, but for a minimum period of thirty-six (36) months from the date of delivery, which shall be considered as a guarantee for good performance of the Agreement.
- 2.8 The Partner shall be bound by the guarantee obligation determined in clauses 2.6 and 2.7 for the not hidden defects (non-compliances) of its performance as well, if Egis communicates its objection regarding the not hidden defect (non-compliance) within ninety (90) days after the receipt of the product.
- 2.9 In case the subject of the Agreement is a pharmaceutical product or other product necessary for the manufacturing of the pharmaceutical product, the Partner is obliged to obtain Egis' prior written approval on any and all variations pertaining to the manufacturing of the product which can affect the quality of the product as laid down in the Agreement (or any other attached/referred relevant documentation such as the technical/quality agreement or the specifications). The products affected by the variation in manufacturing may only be delivered to Egis, if Egis expressly accepted such variations in writing.
- 2.10 The Partner warrants that the pharmaceutical products/materials delivered under the Agreement do not infringe any intellectual property rights of third parties, including without limitation, patents, copyrights, trademarks, design or utility model rights, or trade secrets („Intellectual Property Rights") in the country of manufacture. The Partner shall inform Egis immediately if it becomes aware of any eventual infringement of a third party's Intellectual Property Rights or any other event that may affect the use or resale of the products delivered under the Agreement by Egis. The Partner must in all cases proceed thoroughly in good faith with regard to any Intellectual Property Right issues. The Partner undertakes to promptly indemnify and defend Egis against all claims asserted against Egis that the product or any part thereof infringes any Intellectual Property Rights in the country of manufacture. The Partner undertakes to promptly pay or reimburse all of Egis' costs, damages, losses and expenses (including, without limitation, the attorney's fees) in connection with any such claim, at the time of their occurrence.
- 2.11 With respect to products / services not referred to in clause 2.10, the Partner warrants and bears full liability towards Egis for that no third party has any right pertaining to the subject of the Agreement which prevents or restricts the acquisition of rights by Egis, with special regard to that neither the Partner nor any third person has or will have – without territorial, temporal or any other kind of limitation – an Intellectual Property Right or other right regarding any intellectual property work prepared, service provided or product delivered under the Agreement which right would in consequence prevent or restrict Egis in any way or to any extent to use any intellectual property work or product/service freely (including without limitation the replication, reproduction, copy to computer or other electronic data bearing media, or the adaptation). The Partner gives – without territorial, temporal or any other kind of limitation – its irrevocable consent to the use of the intellectual works and products by Egis (including the above said uses) and to the right of Egis to grant a sub-license to any third party for the further use of such intellectual works and products by the third party. The payment obligation of Egis under the Agreement includes the consideration for the performance of the above undertaking and the consent given by the Partner; in this respect the consideration does not have to be in proportion with the potential income that may come from the use of the intellectual works or products.

3. OBLIGATIONS OF EGIS

- 3.1 In case of satisfactory and contractual performance of the Agreement, Egis is obliged to pay the consideration determined in the Agreement to the Partner. The payment shall be made upon invoice issued in accordance with the Agreement and these General Conditions as well as the applicable law by the Partner following the performance of the Agreement, via telegraphic bank transfer, to the bank account indicated on the invoice. The invoice may only be submitted if Egis accepted the performance (see clause 5.1). Unless the Parties have an agreement on electronic invoicing and unless the Partner has a separate agreement with Egis' third-party invoice processing partner, First Businesspost Kft. for handling electronic invoices, the invoice shall be sent in hardcopy form to the invoicing address of Egis (H-1475 Budapest 10, P.O. Box. 111.), also indicating the order number and such other compulsory items which are indicated on the order of Egis (for example Egis' tax number, name of Egis' contact person).
- 3.2 In lack of any express written provision of the Agreement Egis will not pay any advance and the Partner is not entitled to issue an invoice on partial performance.
- 3.3 In lack of any express written provision of the Agreement all payment shall be made within forty-five (45) calendar days from the date when Egis received the invoice issued in accordance with the Agreement, these General Conditions and the relevant legal regulations. The currency of the payment shall be the currency in which the price or the consideration is determined in the Agreement. In case of late payment, Egis shall be obliged to pay, based on the currency, the following default interest applicable at the date when the payment was due: (i) in case of HUF: the base rate published by the Hungarian National Bank; (ii) in case of EUR: the base rate published by the European Central Bank; (iii) in case of other convertible foreign currency (for example: USD, CHF or GBP): three (3) month LIBOR interest rate.
- 3.4 In case the invoice issued by the Partner does not comply with the form or content required by law or the Agreement or these General Conditions, Egis is entitled to refuse acceptance of the invoice (by indicating the reason thereof) and return such invoice for correction, during which time Egis cannot be held liable for non-payment. Egis is entitled to deduct from the invoice the amount of the liquidated damages to be paid by the Partner and any other claims of Egis toward the Partner occurred on any legal ground.

4. ACCEPTANCE OF PERFORMANCE

- 4.1 The delivered products and the performed services must strictly comply, in quality and quantity, with the terms of the Agreement, with the Egis-specification accepted by the Partner and with the quality agreement applicable with regard to the given products or services. Egis is entitled to control the performance of the Partner with respect to quality and quantity requirements, either upon receipt or thereafter. The absence of control does not mean an acceptance of the performance and it does not affect the legal consequences pertaining to defective performance.
- 4.2 In case the performance does not comply with the quality or quantity requirements set forth in the Agreement, in the Egis-specification accepted by the Partner, in the applicable quality agreement or in the legal regulations (standards), Egis is entitled to refuse acceptance of the performance and to withdraw from the Agreement or terminate it, or return and request prompt replacement (repeated performance) of the non-compliant products (services). In case Egis does not exercise its right to withdrawal/termination, the Partner is obliged to continue due performance of the Agreement in addition to bearing all extra costs arising from its non-compliance, however this does not affect the obligation of the Partner to pay liquidated damages and to compensate Egis' additional damages, if any.
- 4.3 If any dispute may occur between the Parties regarding the quality of the products, it shall be referred to an independent laboratory mutually selected by the Parties for investigation. The decision of such laboratory shall be final and binding; costs of the laboratory investigation shall be borne by the Party whose opinion was rejected by the laboratory.

5. DATE OF PERFORMANCE

- 5.1 The performance of the Partner and the fulfillment of the Agreement may only be considered contractual if accepted by Egis in writing.
- 5.2 In case Egis' payment obligation is being performed via telegraphic bank transfer, the date of payment shall be the date when the payment is debited on the account of Egis.
- 5.3 The Parties are not liable for the failure or for delay in performance in so far as these were caused by force majeure (circumstance beyond the affected Party's reasonable control, which was not foreseeable when the Agreement was made and which results in, or causes the failure of that Party to perform any or all of its obligations under this Agreement; for instance war, nation-wide strikes, natural disasters). In so far as such events make performance of the Agreement impossible for Egis and the impediment is not just temporary, Egis has the right to withdraw from the Agreement or to terminate it without having to pay damages.

6. TERMINATION AND CANCELLATION OF THE AGREEMENT

- 6.1 Egis may terminate the Agreement or may withdraw from it forthwith for cause and the Partner may not claim any compensation or set-off as a result of such termination or withdrawal in the following cases:
 - in the event of obvious incapacity of the Partner to fulfill the Agreement within the contractually agreed deadlines or quantities or qualities;
 - in the event the contractual performance dates are overrun without valid reason, even if partial deliveries have been made within the requested period;
 - in the event of the Partner's material breach of obligations agreed to in the Agreement (including these General Conditions).
 - in the event of the Partner's breach of any of its statements included in the Annex of these General Conditions or in the event any of such statements is found to be false.
 - in the event of force majeure occurred on Partner's side.
- 6.2 Egis is entitled to amend or cancel the Agreement without having to pay any compensation whatsoever to the Partner within the first half of the agreed lead time (that is: in case of a lead time of 4 weeks, until the end of the 2nd week). In case Egis cancels or amends the Agreement following the above date, the Partner is entitled to request its reasonable and evidenced costs arisen in connection with the contractual performance until amendment or cancellation date, as the case may be.
- 6.3 The Partner is entitled to terminate the Agreement or may withdraw from it forthwith for cause in the following cases:
 - in the event Egis does not fulfill its payment obligation under the Agreement;
 - in the event of force majeure occurred on Egis' side.

7. GOVERNING LAW AND DISPUTE RESOLUTION

- 7.1 For matters not regulated in the Agreement and the General Conditions and for the validity, enforceability and interpretation of the Agreement and the General Conditions, the effective substantive laws of Switzerland shall apply, without giving effect to the provisions regarding the Swiss private international law principles. The United Nations Convention on Contracts for the International Sale of Goods and any laws providing its application are hereby expressly excluded.
- 7.2 In the event the Parties cannot find an amicable solution to a dispute arising between them in connection with the Agreement or the General Conditions within thirty (30) days of the date the negotiations relating to such a dispute have begun, then the Parties agree that any claim or dispute arising out of or in connection with the Agreement or the General Conditions shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce. The three (3) person Arbitral Tribunal will proceed in accordance with the said Rules. The place of arbitration shall be Zürich, Switzerland. The language of the arbitral proceeding shall be English.

8. MISCELLANEOUS

- 8.1 All information of any of the Parties (the "Disclosing Party"), whether legal, commercial, financial, technical or otherwise, communicated, disclosed or otherwise made available to the other Party (the "Receiving Party") in connection with the Disclosing Party or the subject matter of the Agreement (including the Agreement itself), which is contained in any form whatsoever and which is marked or otherwise designated to show expressly or by necessary implication that it is "confidential" or proprietary to the Disclosing Party ("Confidential Information"), shall remain confidential and kept as a secret by the Receiving Party. The Receiving Party undertakes and agrees that during the term of the Agreement and afterwards for a period of ten (10) years it shall, and that it shall procure that each of its employees, agents, accountants, attorneys, consultants and other professional advisors as well as its Affiliates (together: "Representatives") will: (i) use Confidential Information solely for the purposes envisaged under the Agreement and not

use the same for any other purpose whatsoever; (ii) ensure that only those of its Representatives, who are directly concerned with the carrying out of the Agreement (which may also include similar Representatives of a Party's Affiliate) have access to Confidential Information on a strictly applied need to know basis and will ensure that its Representatives (and if applicable the similar Representatives of a Party's Affiliate) are bound by the same confidentiality provisions as set out herein; (iii) keep the Confidential Information secret and confidential and shall not directly or indirectly disclose or permit to be disclosed the same to any third party without the prior written consent of the Disclosing Party.

The following shall not be considered as Confidential Information: (i) information which is or becomes known to the public through no fault of the Receiving Party; (ii) information which is known by the Receiving Party prior to receipt from the Disclosing Party; (iii) information which becomes known to the Receiving Party by disclosure from a third party who has the lawful right to disclose such information; (iv) information which is developed independently of the Confidential Information disclosed hereunder by the personnel of the Receiving Party having no access to the Confidential Information of the Disclosing Party; (v) information which is required to be disclosed based on mandatory law or a binding court or administrative order (in the scope and to the extent determined in the mandatory law or binding order).

For the purpose of these General Conditions "Affiliates" shall mean legal entities directly or indirectly controlling, controlled by or under common control with any of the Parties, control meaning ownership of over 50% of the capital or the power to direct the management of an entity, through a majority of the voting shares, by contract, or otherwise

- 8.2 The indication of any contact person of the Parties in the Agreement may only serve information purposes and does not empower in itself the given person to represent such Party.
- 8.3 The Partner may only be entitled to assign or transfer its rights and/or obligations under the Agreement (including its claims toward Egis) to third parties if previously consented by Egis in writing; such assignees or transferees shall be bound by the terms contained herein and by the undertakings identical in terms of quantity, quality, price and deadlines to those of the Partner. The Partner may only be entitled to subcontract its rights and/or obligations under the Agreement to third parties if previously consented by Egis in writing; should Egis agree to such subcontracting, the Partner shall remain fully liable to Egis for the subcontractors as if the affected rights and/or obligations had been performed directly by itself, while in case of subcontracting without Egis' consent the Partner shall be fully liable also for all damages and losses, which would not have occurred in lack of such subcontracting. Egis may designate at any time any third party, either as assignee, transferee or subcontractor, for the benefit or charge of any of the rights or obligations resulting from the Agreement.
- 8.4 Any written communication under the General Conditions and the Agreement may be sent to the seat (address) of the Parties per post or via e-mail. Any notice sent to the above address as registered, first class, pre-paid post shall be deemed to have been received on the third (3rd) business day following the first attempt of delivery, if the delivery was unsuccessful because of the addressee is unknown, has moved to unknown place, did not take over the document, or refused to take over the document. Any notice sent via e-mail shall be deemed to have been duly given when received a confirmation of the transmission or if it is otherwise evidenced that the addressee received the notice.
- 8.5 Should any provision of the General Conditions be invalid or unenforceable, it does not affect the validity or enforceability of the remaining provisions. In such case the Parties shall replace such invalid or unenforceable provision with another provision that comes as close as possible to the commercial meaning and purpose of the invalid or unenforceable provision, and prevents the circumvention of the aim of the Agreement.
- 8.6 Unless the Partner has already made and has a valid declaration in relation to the Agreement with the content set out in the Annex of these General Conditions, by confirming the order made by Egis to Partner or by entering otherwise into the Agreement, the Partner automatically makes and confirms all statements included in the Annex of these General Conditions. If, in respect of points 1 and/or 2 of the Annex, the statement is not true for the Partner, the Partner shall expressly indicate it to Egis in writing and shall specify the reasons of the difference; in such a case the statement shall apply to the Partner with the amended content. The Annex constitutes an integral and inseparable part of the Agreement and shall be valid and shall apply during the whole period of the Agreement. In case of any change regarding any statement included in the Annex during its validity, the Partner shall notify Egis on such change within fifteen (15) days.

Budapest, 15 June 2021

ANNEX

1. In respect of the Partner there is **no**
 - (a) member or shareholder (except for shareholders of a public company)
 - (b) (i) employee, (ii) subcontractor or (iii) other participant engaged in the conclusion or fulfilment of the Agreement (if applicable)
 - (c) person controlling the Partner or having (direct or indirect) influence therein (except via holding shares of a public company) who is employed by or works by means of other than employment for Egis Pharmaceuticals PLC or is a close relative* of any person employed by Egis Pharmaceuticals PLC or working for, by means of other than employment, Egis Pharmaceuticals PLC.
2. The Partner
 - (a) carries out its main activity
 - (b) has its place of registration in the country where its registered seat is situated.
3. The Partner
 - (a) is not under bankruptcy, insolvency or any other proceeding which may lead to its cessation without legal successor and no such procedure is threatening;
 - (b) pays its invoices, taxes and contributions and no enforcement procedure was initiated against it;
 - (c) follows the available best practices in connection with the environment protection;
 - (d) acts ethically with its employees and subcontractors (including prohibition of discrimination and forced labour, payment of fair wages, fulfilment of registration obligations and obligation to pay dues);
 - (e) respects the legal provisions and acts accordingly;
 - (f) when processing personal data, fully complies with the applicable data protection regulations and regulatory guidance, including but not limited to the General Data Protection Regulation (EU) 2016/679 (GDPR).
4. The Partner is aware of and expressly acknowledge the Data Protection Notice of Egis Pharmaceuticals PLC (<http://hu.egis.health/gdpr>; email: gdpr@egis.hu).
5. Anti-corruption obligations
- 5.1 For the purpose of this point 5, the following capitalized words and expressions shall have the respective meanings as follows:
 - (a) "Anti-Corruption Laws" means all of the laws, rules, regulations and other legally binding measures relating to bribery, corruption, money laundering, fraud or similar activities, including the US Foreign Corrupt Practices Act (FCPA), the UK Anti-Bribery Act and the French Law Sapin II.
 - (b) "Government Authority" means any public entity within which a Government Official works or is employed by.
 - (c) "Government Official" means
 - (1) any officer, employee, director, principal, consultant, agent, or representative, whether appointed or elected, of any government (whether Central, Federal, State or Provincial), ministry, body, department, agency, instrumentality or part thereof, of any public international organization, or any state owned or state controlled entity, agency, hospital or enterprise or joint venture/partnership (including a partner or shareholder of such an enterprise); and
 - (2) any person acting in an official capacity for or on behalf of: (i) any government, ministry, body, department, agency, instrumentality or part thereof; or (ii) any public international organization; or (iii) any political party or political party official or candidate for office; and
 - (3) persons qualified to prescribe, recommend, administer or supply pharmaceutical products, when employed within the public hospitals or institutions.
- 5.2 With respect to the performance of its obligations under the Agreement or to any matter arising out of or in connection with the Agreement, the Partner complies and will comply with applicable Anti-Corruption Laws and notably: (i) will not offer any advantage to any Government Official or to any person or entity which would violate applicable Anti-Corruption Laws; (ii) will not request, directly or indirectly, any person, to perform any service, action or inaction on any advantage which would violate applicable Anti-Corruption Laws.

* Close relatives: (i) spouses, (ii) next of kin; (iii) adopted persons, stepchildren, foster children; (iv) adoptive parents, stepparents, foster parents; (v) brothers, and sisters.