

## **GENERAL TERMS AND CONDITIONS**

### **1. Definitions applicable to General Contract Terms and Conditions**

**Affiliate(s):** means in this context any corporation, firm, partnership or other entity which is controlled by or is under the common control of PharmaLex GmbH. For purposes of this definition, “control” shall mean the ownership of at least fifty percent (50%) of the voting share capital of such entity or any other comparable equity or ownership interest.

**Contract(s):** means all agreements, business transactions between PharmaLex and a principal.

**GTCs:** means PharmaLex’s General Terms and Conditions for the Services

**Parties:** means PharmaLex Group, its affiliates and Principal.

**PharmaLex:** means PharmaLex Belgium S.A., an affiliate of PharmaLex GmbH located in Belgium

**Principal:** means the client or any buyer or purchaser appointed by the client.

**Services:** means supply and services provided by PharmaLex, its affiliates and/or its sub-contractors.

**Third Parties:** means legal or natural business entities, sub-contractors or not, which has not originally been an active party to the contract/agreement between PharmaLex and a Principal.

### **2. Scope**

(1) In addition to the individual contractual covenants and the statutory provisions, the Services by PharmaLex or its affiliates shall be exclusively subject to these GTCs. They shall apply to all business transactions between PharmaLex and the Principal. Any contradicting or deviating terms of purchase, terms and conditions of performance and all other conflicting general terms and conditions of the Principal shall not be acknowledged by PharmaLex unless PharmaLex did in fact expressly consent to their applicability in writing. Such terms and conditions shall also not become integral components of the Agreement as a result of an order having been accepted.

(2) These GTCs shall also apply in the event that PharmaLex, being aware of terms and conditions of the Principal that contradict or deviate from these GTCs, performs the contractual obligation for the Principal, accepts payments or renders Services without raising objections. The absence of any related feedback from PharmaLex shall not constitute PharmaLex’s acknowledgement of the applicability of any such terms and conditions. At the latest upon acceptance of Services provided by PharmaLex, the Principal shall be deemed to have expressed Principal’s consent with these GTCs.

(3) If these GTCs have become integral components of agreements with the Principal as a result of their integration into the legal business transaction, they shall continue to apply to any future agreements arising from continued business relationships between PharmaLex and the Principal without having to be newly integrated into such agreements and shall apply until PharmaLex issues new GTCs.

(4) All agreements that have been made or will be made between PharmaLex and the Principal have been documented in writing in the attached cost estimate and in these GTCs. Deviations from the former shall principally require written documentation in the interest of better verifiability.

### **3. Service Content**

(1) The type and scope of performance owed by PharmaLex shall be governed by the agreements made, whereby the aforementioned shall be based on the provisions in effect at the time of conclusion of the contract unless express covenants to the contrary have been agreed upon.

(2) If PharmaLex performs any obligations, it shall only owe the Services as such, not their success unless express covenants to the contrary have been agreed upon.

(3) In the event that modifications to the provisions, in particular the technical policies (e.g. GMP, GCP, GVP), should be made while the obligations are performed, this shall not result in any alterations of the Services owed by PharmaLex. However, during the time period that these obligations are being performed, the Contracting Parties shall, if at all possible and known, brief each other on any intended or already implemented changes. Any expansion or alteration of the Services owed by PharmaLex as a result of such changes shall be mutually agreed upon between the Contracting Parties.

(4) The Principal shall be required to take any and all actions required for the contract compliant rendering of the Services by PharmaLex in due time and shall make all declarations and provide any required documentation accordingly (this shall also include notifications on, for instance, technical prerequisites that have to be in place).

(5) Unless otherwise expressly agreed upon between the Contracting Parties, PharmaLex shall have the right to involve sub-contractors and its affiliates for the fulfillment of its obligations as they arise from the agreements covered by these GTCs.

#### **4. Changes, Test Parameters**

- (1) Any necessary changes to the Services by PharmaLex that the Principal can be reasonably expected to tolerate, shall be permitted.
- (2) In the event that the Principal should fail to provide information or the provided information is false, PharmaLex reserves the right to reasonably amend the content of the Services. Any resulting disadvantages, in particular, those that are cost or damage related, shall be for Principal's account.
- (3) For any tests designated to be subject to specific measuring or control values or any other test parameters, the respective testing methods shall be defined prior to the start of deliveries and shall be subject to the acceptance by both Parties. If such definitions are not made, test methods and parameters utilized by PharmaLex shall apply.

#### **5. Information, Property of Documentation**

- (1) Information on Services or products of PharmaLex, in particular information found in its flyers, catalogs, marketing brochures, leaflets, other documentation and electronic media, e.g. on the Internet, specifically pertaining to the suitability and utilization of its Services and products, as such do not contain any assurances and shall be non-binding, unless they have been expressly designated as binding in PharmaLex's quotation or in an order confirmation and provided the usability for the contractually intended purpose is contingent upon exact compliance with the former. Such information shall not relieve the Principal from the obligation to conduct in-house tests and experiments. In particular, the Principal shall not be relieved from the obligation to verify the suitability of Services, products and recommendations provided by PharmaLex for the intended and all other purposes of use. This shall specifically apply for the compliance with statutory and government agency imposed provisions for the use of the Services and products of PharmaLex.
- (2) Reports, evaluations, analysis results and other documentation as well as models, samples and any other objects (hereinafter summarily referred to as "documentation"), which the Contracting Parties provided to each other for the performance of the order, shall remain the property of the Contracting Party providing the documentation and shall be returned to the former upon request. Return of any documentation from PharmaLex to the Principal shall be at the Principal's expense. To that end, the providing Contracting Party shall reserve all inherent rights, in particular any copyrights unless otherwise agreed upon in the individual contractual provisions. Documentation shall not be made accessible to any third parties or used beyond the purpose for which the respective other Party has provided the documentation. This shall in particular also apply to such documentation that has been marked as confidential. Prior to sharing any documentation with any third Parties, the express written consent of the Contracting Party, who has provided the documentation, shall be obtained.
- (3) It shall be the Principal's responsibility to ensure that Principal has acquired all rights inherent in the documentation handed over to PharmaLex and that they do not infringe upon any third party rights, in particular copyright, brand/trademark rights or patent rights and that there are no other obstacles to use the documentation caused by commitments or legal prohibitions. The Principal shall hold PharmaLex harmless from and indemnified against any third party claims or government agency interventions related to the contractual use of the documentation provided to PharmaLex.
- (4) PharmaLex will keep the property on all statistical tools such as methodologies, codes, software, training material or other approaches developed and/or improved prior or during the Project. PharmaLex will have the right to use these statistical tools to its best interest and without any constraints in the future.
- (5) All the results, i.e., the outcome of the Project excluding the statistical tools as defined above in (4), generated during the Project will be the exclusive property of the Principal.
- (6) In accepting a Contract for Services, PharmaLex shall not, by implication or otherwise, be deemed to have granted any free rights of use or license whatsoever in or to any intellectual property relating to the Services to be supplied under the said Contract.

#### **6. Service Provision Times and Due Dates**

- (1) Service provision times shall begin upon PharmaLex's receipt of the written acceptance of the quotation by the Principal; however, they shall not ever begin until all details of the order have been completely clarified and all information or documentation to be delivered by the Principal has been received; the same shall apply accordingly to delivery objectives. In the event of mutually agreed upon modifications of the subject matter of the purchase order, the delivery target shall be null and void and shall be newly agreed upon.
- (2) The initiation of the agreed service provision time shall be contingent upon the complete clarification of all significant circumstances for the rendering of the Services. In particular, compliance with the performance obligations by PharmaLex shall be subject to timely and proper fulfillment of the obligations of the Principal. In all other cases the service provision time shall be reasonably extended.
- (3) The service provision times specified by PharmaLex shall be approximate unless a concise binding due date has been expressly agreed upon.

#### **7. Remuneration**

- (1) Prices shall be governed by the cost estimate. Any Services to be provided by PharmaLex shall be subject to the current service rates; the respective rate scales may be requested by the Principal from PharmaLex unless other arrangements have been made in the individual agreements.

(2) In addition to the agreed upon prices, the Principal shall also be required to absorb any ancillary costs related to the Services (e.g. travel expenses, costs of translations, government agency imposed fees, etc.) as well as the statutory sales tax due at the time the Services are provided.

(3) PharmaLex shall have the right to reasonably adjust the agreed upon price if, prior to or on the occasion of the performance of the order changes should become necessary because the information and documentation provided by the Principal contained errors or if the Principal desires to make any other changes. Fee rates will be subject to an annual review on January 1 and price adjustments may be made at the time of the review arising out of cost variations due to inflation.

(4) Upon conclusion of the contract, PharmaLex shall have the right to demand the disbursement of a reasonable advance payment. This advance payment shall not earn any interest.

(5) Unless otherwise agreed invoices shall be due for payment within 14 days after the invoice date and no later than 14 days of receipt of the invoice by the Principal. They shall be due without any deductions. In the event of non-payment, the Principal shall be in default of payment immediately after the due date; no further reminder shall be required. Interest rates according to the current legislation will apply from the first day after the due date.

(6) All bank charges should be borne by the Principal.

#### **8. Purchase Contract or Contract-for-Work-and-Materials Services**

In the event that PharmaLex should provide Services based on an express covenant in purchase contracts or contract-for-work-and-materials, the following provisions shall additionally apply:

(1) PharmaLex's quotations and offers shall be subject to change. PharmaLex reserves the right to make technical modifications within the scope of what is considered reasonable. As far as online Services are concerned, PharmaLex shall have the right to make changes and deviate from its portfolio if the customer's contractual purpose is not impaired or only minimally hampered.

(2) When placing an online order, the Principal makes a binding commitment to acquire the goods. If the Principal uses electronic means to place the order, PharmaLex shall promptly confirm the receipt of the order. The confirmation of receipt shall; however, not constitute a binding acceptance of the order. However, the confirmation of receipt may be sent simultaneously with the declaration of acceptance.

(3) The contract between Principal and PharmaLex shall be concluded once the offer to enter into a contract made by the Principal has been accepted by PharmaLex or upon receipt of the ordered goods or the online contract confirmation by the Principal.

(4) If the Principal uses electronic means to place the order, the contract copy shall be archived by PharmaLex and provided to the Principal via e-mail upon request along with these General Terms and Conditions.

(5) The contract shall be made subject to the reservation that PharmaLex receives the goods from PharmaLex's suppliers in proper condition and in a timely manner. This shall apply only if PharmaLex is not responsible for the non-delivery.

(6) PharmaLex shall deliver the goods to the address provided by the Principal in the order. As a matter of principle, delivery dates shall always be non-binding. PharmaLex shall have the right to make partial deliveries within a reasonable scope.

(7) Claims for deficiencies caused by transportation damages or incomplete deliveries shall be filed with PharmaLex in writing immediately and no later than within ten days as of the date of delivery to the Principal.

(8) For all purchases involving shipping, the risk of accidental loss or decline of the quality of the goods shall transfer to the Principal upon hand-over of the goods to the logistics enterprise, freight forwarder or any other individual or entity entrusted with the transportation of the goods. Principal's default of acceptance shall be considered equivalent to a hand-over.

(9) Until all accounts payable from the current business relationship have been paid in full, the delivered goods shall remain the property of PharmaLex. Hence, the utilization rights shall also not transfer until complete payment for all accounts payable has been made. The delivered goods shall be handled with care. The Principal shall undertake to immediately notify PharmaLex in writing of any third party access to the goods or any other damages or the loss of the goods. The Principal shall promptly notify PharmaLex in the event of Principal's change of domicile.

(10) In the event of deficiencies of the goods, PharmaLex shall initially, at PharmaLex's discretion, meet the warranty through remedial action or compensation delivery of replacement goods. If, for the purpose of remedial fulfillment, deficiency free goods should be delivered, the Principal shall be required to return the deficient goods.

If the remedial action should fail, the Principal shall have the right to at Principal's discretion, to principally reduce the price or demand the revocation of the contract. Rescission shall not be possible if the deficiencies are only minor.

The Principal shall notify PharmaLex in writing of any obvious deficiencies of the delivered goods within a time period of two weeks after their receipt; failure to do so shall result in the forfeiture of warranty entitlements. The burden of proof for all claim prerequisites shall be solely on the Principal, in particular for the deficiencies as such, for the time the deficiencies were discovered and for the timeliness of the deficiency claim.

For goods purchases, the warranty period shall be one year as of the delivery date of the goods. Damage claims of the Principal shall be covered by the liability provisions set forth in Sections 12 (Force Majeure) and 13 (Limitations of Liability).

#### **9. Set-Off, Retention Rights**

(1) The Principal shall have the option to set payments off exclusively against undisputed, acknowledged receivables or those that have been found legally effective by a court of law.

(2) The assignment of any receivables due from PharmaLex shall be subject to the former's consent.

(3) The Principal shall have retention rights only to that end that the counter claim is based on the same contractual transaction and has been acknowledged, is ready for decision or has been found legally effective by a court of law or if

PharmaLex has significantly breached any obligations arising from the same contractual transaction despite written notices and if no reasonable collateral has been offered. If the service provided by PharmaLex is undisputedly deficient, the Principal shall have the right to withhold only to the extent that the retained amount is reasonable based on the deficiencies and the anticipated costs of remedying such deficiencies.

#### **10. Statute of Limitations, Inhibition of the Statute of Limitations**

(1) The statute of limitations for claims and rights based on PharmaLex product, service and work performance deficiencies as well as any resulting damages shall be 1 year. The statute of limitations according to Sentence 1 shall also apply to any claims for damage compensation due from PharmaLex, regardless of whether they are related to a deficiency and regardless of the legal grounds the claims are based upon.

(2) The statute of limitations pursuant to Section 1 Sentence 1 shall not apply in the event of acts of intent, if PharmaLex has maliciously failed to disclose the deficiency or if it has assumed a guarantee for the condition of the subject matter, in the event of damage compensation claims based on the grounds of loss of life, personal injury or health damages, as well as an act infringing upon the freedom of an individual, in the event of claims on any product liability act, in the event of a gross breach of a duty or in the event of culpable breach of cardinal contractual obligations as well as the applicability of statutory mandates on consumer goods purchasing laws.

(3) Retroactive fulfillment measures, i.e., the delivery of a subject matter that is free of deficiencies or the elimination of deficiencies shall not result in the re-initiation of the statute of limitations; they shall merely inhibit the statute of limitations that applies to the original subject matter delivered for the time it takes to complete the retroactive fulfillment measures. *In the event of doubt, the performance of the retroactive fulfillment measures shall not constitute an acknowledgement of any wrongdoing by PharmaLex pursuant to § 212 No. 1 BGB.*

(4) The above provisions shall not result in a modification of the burden of proof to the disadvantage of the Principal.

(5) Unless expressly mandated otherwise, the above shall be without prejudice to the statutory provisions concerning the initiation of the statute of limitations, the inhibition of its progression, the inhibition and the re-initiation of terms.

#### **11. Force Majeure**

(1) Incidents of force majeure as well as significant, unforeseeable hindrances that are beyond the sphere of control of PharmaLex, such as strikes, lockouts, exceeded delivery times or failures to deliver by sub-suppliers, operating, sales or utility supply interruptions due to energy, commodity or workforce shortages, difficulties with the procurement of modes of transportation, traffic problems, ordinances and orders issued by government or executive powers, at PharmaLex or at its suppliers' end, shall relieve PharmaLex of its respective contractual obligations for the duration of any such measures or hindrances.

(2) PharmaLex shall also not be considered responsible for the above-described circumstances if they occur during any existing default.

The start and end date of such measures and hindrances or the non-availability of the subject matter to be delivered shall be communicated to the Principal immediately.

(3) If as a result of such measures and hindrances, deliveries should be delayed by more than 4 weeks, the Contracting Parties shall have the right to rescind the Agreement. In the event of rescission, the remunerations shall be reimbursed. Any further entitlements shall be excluded.

#### **12. Limitations of Liability**

(1) In the event of acts of intent or gross negligence, PharmaLex's liability shall be governed by the statutory provisions. Incidentally, PharmaLex shall assume liability exclusively based on the product liability act, for the loss of life, personal injury or health damages of an individual or because of its culpable breach of cardinal contractual obligations, i.e. any breach of obligations upon the fulfillment of which the proper performance of the Agreement is actually contingent and upon the compliance with which the other Contracting Party may normally count. Claims based on the minor negligent breach of cardinal contractual obligations shall be limited to contract typical, foreseeable damages. Even in cases of gross negligence, PharmaLex's liability shall be limited to the contract typical, foreseeable damages unless one of the exceptions stipulated in Sentence 2 of this Section has occurred.

(2) In cases where PharmaLex does not assume liability on the grounds of acts of intent, gross negligence, culpable breach of cardinal contractual obligations or because of the loss of life, personal injury or damages to the health of an individual or based on the product liability act, any liability of PharmaLex shall be limited to damages resulting from the performance or the products and Services delivered to property the Principal has legal title to, e.g. to other objects, as a result of lost profits or any other pecuniary damages, shall be excluded.

(3) The provisions of the above Sections 1 and 2 shall extend to the compensation for damages besides the performance and compensation for damages in lieu of performance, regardless of the legal grounds, in particular because of deficiencies, the breach of obligations arising from the contractual obligation or from tort. They shall also apply to any entitlements related to the reimbursement of expenses incurred in vain and for liability based on impossibility and default.

(4) Claims for damage compensation targeting PharmaLex based on material or pecuniary damages shall be limited to the amount of insurance coverage provided by the business and pecuniary damages liability policy obtained by PharmaLex. This limitation of liability shall not apply if PharmaLex is required to assume liability due to acts of intent, gross negligence, culpable breach of cardinal contractual obligations or according to the product liability act as well as in cases where the Principal raises claims for damages based on a guarantee or assurance given by PharmaLex pertaining to the presence of a characteristic,

unless the purpose of the condition guarantee extends only to the compliance with the contractual provisions of the delivery the claim is based upon but not to the risk of consequential damages resulting from deficiencies.

(5) The liability to pay damages shall also not apply if the Principal has already effectively limited Principal's own liability vis-à-vis Principal's clientele/customers. To that end, the Principal shall strive to render the liability limitations also effective for the benefit for PharmaLex to the extent that this is permitted under applicable laws.

(6) If the liability of PharmaLex should be excluded or limited, this shall also apply to the personal liability of its employees, workers, representatives, agents and brokers.

(7) The submission of a claim for deficiencies shall not relieve the Principal from compliance with Principal's payment obligations.

(8) Incidentally, the contractual and extra contractual liability of PharmaLex shall be limited to acts of intent and gross negligence, whereby the liability limits shall also apply in the event that an auxiliary person of PharmaLex should be the culpable party.

### **13. Data Storage and Archiving**

(1) The data received from the Principal due to a business transaction shall be stored by PharmaLex for the sole purpose of processing the transaction. The Contracting Partner shall submit any personal data to PharmaLex exclusively in anonymous formats. Any inbound data checks by PharmaLex would generate a significant amount of additional work and shall therefore not be performed.

(2) Any and all materials submitted or sent by the Principal, in particular templates, data and data media, shall be archived beyond the date the final product has been handed over or the service or works project has been completed only subject to a written agreement and in exchange for payment of separate remuneration. The only exception shall be data and documentation that is subject to a statutory retention or archiving mandate. If such items should require insurance coverage, the Principal shall be responsible for obtaining such coverage unless a pertinent agreement on other arrangements has been made. Any liability of PharmaLex for damages to or the loss of such data regardless of the grounds shall be excluded unless otherwise agreed upon above (please refer to 13. Limitations of Liability).

### **14. Takeover/Solicitation of Employees**

(1) In the event that PharmaLex, in conjunction with fulfilling the Agreement, should provide the Principal with staff members, PharmaLex shall be entitled to a broker's commission based on the assignment of such staff in conjunction with this Agreement in the event that such an employee should be recruited into the Principal's employment. The amount of the broker's commission to be paid by the Principal to PharmaLex shall be based on the following sliding scale:

- *Recruitment within the first 3 months of the assignment: 15% of the gross annual income*
- *Recruitment after more than 3 months and up to 6 months of the assignment: 12% of the gross annual income*
- *Recruitment after more than 6 months and up to 9 months of the assignment: 9% of the annual gross income*
- *Recruitment after more than 9 months of the assignment: 6% of the annual gross income*

For this purpose, the annual gross income is defined as the wages the recruited employee earned at PharmaLex at the time of the recruitment by the Principal excluding an ancillary benefits plus the respective statutory sales tax in effect at the time of recruitment. If the affected employee should be recruited after more than 12 months on the assignment, PharmaLex shall not charge a broker's commission. The Principal shall undertake to notify PharmaLex of the establishment of the employment relationship that triggers the entitlement to the payment of a broker's commission promptly. The commission shall be due for payment within 8 days after the establishment of the employment relationship, i.e. upon signing of the employment contract.

(2) PharmaLex shall also be entitled to the broker's commission pursuant to Section 1 if an employment relationship between the assigned employee and the Principal should be established within a period of six months after the end of the most recent assignment. However, in this case it shall be at the discretion of the Principal to prove that the recruitment of the employee was not based on the preceding assignment of the employee by PharmaLex.

(3) In the event that the Principal should designate an employee of PharmaLex to transition into an employment arrangement with the Principal as a result of unfair solicitation practices (for instance if the Principal encourages a temporary employee to transition into an employment arrangement with the Principal without complying with PharmaLex's advance termination notice requirements), the Contracting Parties herewith agree that beyond the broker's commission pursuant to Section 1, the Principal shall be required to pay a contractual penalty equivalent to 3 gross average monthly wages earned by the affected employee at the time of recruitment plus the respective amount of statutory sales tax due at the time.

### **15. Place of Jurisdiction, Governing Law, Place of Fulfillment, Severance, Data Privacy**

(1) For any and all disputes arising between the Parties from the contractual relationship, the Parties herewith agree that the sole local and international place of jurisdiction shall be the competent court for the domicile of PharmaLex, in this case, Mont-Saint-Guibert, Belgium. This shall also apply to disputes concerning certificates, bank drafts or checks. However, PharmaLex shall also have the right to file suit against the Principal at the Principal's domicile.

(2) The contractual relationships with the Principal shall be governed exclusively by the laws of Belgium. However, the provisions of the UN Convention on the International Sale of Goods (CSIG) shall not apply.

(3) Unless an agreement to the contrary has been made the place of fulfillment shall be the business domicile of PharmaLex in Mont-Saint-Guibert, Belgium.

(4) In the event that one of the provisions of these GTCs and of any other agreements made should be or become ineffective, this shall not affect the effectiveness of the remaining Agreement. The Contracting Parties shall strive to replace the ineffective clause, taking into account the statutory provisions that apply in this case, with a different clause that meets the business purpose and the legal intentions of the original wording as closely as possible.

(5) If the versions of these GTCs should be available in languages other than English, the English version shall prevail in terms of any interpretation issues.

(6) PharmaLex shall store personal data of the Principal generated in conjunction with the business relationship using electronic data processing means in compliance with German and European data protection laws, in particular the GDPR, in its most recent version.

(7) Unless otherwise stated in the contract, each party shall have the right to terminate the contractual relationship by serving termination notice at any time for good cause and good cause for termination shall be deemed to exist, in particular, in the following events:

- a. a violation of statutory obligations or of obligations resulting from this Agreement by the other party;
- b. the complete or partial or substantial discontinuation of the other party's business activity including the ability to render the services stipulated in this Agreement for a term of more than eight (8) weeks, and
- c. opening of insolvency proceedings in respect of the other party.