

## TERMS & CONDITIONS

### Manufacture of API, Intermediates and/or Fine Chemicals

**1. AGREEMENT AND ACCEPTANCE:** These Terms and Conditions (together with the Purchase Order Confirmation (“**POC**”) to which these Terms and Conditions are incorporated by reference the “**Agreement**”) govern the manufacture, supply and sale of Product by Archimica S.p.A. (“**Supplier**”) to the entity contracting for such Products (“**Customer**”). “**Product**” or “**Products**” shall be any active pharmaceutical ingredient, intermediate, fine chemical and/or any other drug substance manufactured by Supplier and supplied to Customer in the performance of this Agreement.

By engaging Supplier to supply Product, Customer agrees to be bound by and accepts these Terms and Conditions unless Customer and Supplier have entered into a separate Supply Agreement. Customer may issue a purchase order for administrative purposes only. Additional or different terms and conditions contained in any such purchase order or delivered by Customer in any other form shall be considered to be material alterations of this Agreement and therefore either null and void or notice of objection to them and rejection of them is hereby given. No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of these Terms and Conditions. This Agreement contains the entire understanding of the parties with respect to the matters contained herein and supersedes and replaces in its entirety any and all prior communications and contemporaneous agreements and understandings, whether oral, written, electronic or implied, if any, between the parties with respect to the subject matter hereof.

**2. MANUFACTURE OF PRODUCT:** Unless specifically agreed upon in writing, time is not of the essence with respect to Supplier’s supply of Product. All orders for Products shall be made in full batch sizes.

With respect to all batches of Product manufactured for Customer, the parties acknowledge and agree that Supplier is entitled to deviate from the quantities indicated in the POC and/or any purchase order issued by Customer and that the delivered quantity of Product shall be deemed to satisfy the quantity indicated in the Agreement and/or purchase order. Customer shall in such cases only pay for, and the applicable invoice shall reflect, the actual quantity of Product delivered.

Supplier’s standard quality practices will govern the manufacture of Product unless the parties have entered into a specific quality agreement, in which case that quality agreement will apply. If the parties have entered into a specific quality agreement for the manufacture of Product, the terms of this Agreement shall govern in the event of a conflict between the provisions hereof and any provision in the quality agreement, except to the extent that such provision relates to compliance with cGMP requirements and/or applicable regulatory laws and regulations, in which case the quality agreement’s provision shall govern.

**3. DELIVERY; STORAGE:** Title to and risk of loss of each batch of Product shall transfer from Supplier to Customer upon delivery of the batch EXW Supplier’s facility (Incoterms 2015; starting 1 January 2020, Incoterms 2020) (“**Delivery**”). Supplier will notify Customer of Delivery by issuing the completed certificate of analysis to Customer. Customer is at its own risk and expense responsible for picking up and transporting the batch to Customer’s final destination. Should Customer request Supplier to assist with any arrangements with the carrier, such arrangements will be made by Supplier on behalf of Customer in accordance with Customer’s applicable instructions and at the sole risk and expense of Customer. If Customer does not pick up Product upon Delivery by Supplier, Supplier shall store such Batch at Supplier’s facilities or third party storage location at a monthly storage charge to Customer for the duration of storage, billed at Supplier’s (or third party’s as applicable) then current standard monthly storage fees and minimums, pro-rated for any partial month. For all Product stored by Supplier, Customer agrees that: (i) Customer has title and risk of ownership; (ii) Customer

has made a fixed commitment to purchase such Product; (iii) Customer is responsible for any decrease in market value of such Product that relates to factors and circumstances outside of Supplier’s control; (iv) Customer is responsible for obtaining insurance of such Product during the storage period, if desired; and (v) Customer’s responsibility for transporting the Product remains unchanged.

**4. RESCHEDULING AND CANCELLATION:** Customer may not cancel or reschedule any Service or Product or Purchase Order related thereto.

**5. PRICING/ PAYMENT:** Customer shall pay to Supplier the price for Product as set forth in this Agreement, more specifically in the POC. Supplier shall invoice Customer for each batch of Product upon Delivery thereof. Customer shall pay all invoices in full, within ten (10) days of the date of such invoice. In the event payment is not received by Supplier on its bank account by the due date for such payment, then such unpaid amount shall accrue interest at the rate of one percent (1%) per month (or the maximum amount allowed by applicable Italian law if less than 1% per month) compounded monthly until paid in full. Any taxes, duties or fees applicable to the sale, export or import of Customer Materials or Product or otherwise related to the performance of work under this Agreement (other than taxes based upon Supplier’s income) shall be borne solely by Customer, and Customer shall reimburse Supplier for any such taxes, duties or other fees paid by Supplier.

**6. ANCILLARY SERVICES, CHANGE ORDERS, RAW MATERIALS PRICE INCREASE:** The pricing set forth in the POC only applies to the services expressly identified in the POC. Supplier shall invoice Customer, and Customer shall pay Supplier, any ancillary services not specifically mentioned in the POC but reasonably necessary for the Delivery of Product.

Any increase or change to the scope of the services set forth in the POC, including, without limitation, analytical testing beyond regulatory requirements, supply of reference standards, technology transfer to third parties, regulatory consulting and support, re-drafting/re-formatting of reports, and out-of-specifications investigations, will require a price change and must be memorialized in a written change order executed by both parties (“**Change Order**”). Notwithstanding anything to the contrary herein, Supplier shall not be in breach of this Agreement in the event Supplier stops performance pending approval and signature of such Change Order by Customer.

In case of an increase of prices for raw materials used for the manufacture of Product, Supplier shall be entitled to adapt the Product price in accordance with the price increase for the raw material.

In case of a change in currency exchange rates applicable for the manufacture and/or delivery of Product, including but not limited to applicable to raw materials, third party services and Product price, Supplier shall be entitled to adapt the Product price for any and each delivery and invoice as of the date of a respective written notice to Customer, in accordance with the currency exchange rate change since the date of the order by Customer. Currency exchange rates as reported by the European Central Bank (ECB) daily shall apply.

**7. CONFIDENTIAL INFORMATION:** Supplier and Customer agree that they will not disclose the other party’s confidential information to any third party without the prior written consent of the other party except as required by law, regulation or court or administrative order; provided, however, that prior to making any such legally required disclosure, the party making such disclosure shall give the other party as much prior notice of the requirement for and contents of such disclosure as is practicable under the circumstances. Notwithstanding the foregoing, each party may disclose the other party’s confidential information to any of its employees, representatives or affiliates under this Agreement that (A) need to know such confidential information for the purpose of performing under this Agreement, and (B) agree to be bound by written confidentiality

obligations no less stringent than those set forth in this Agreement. Each party agrees that it shall not use the other party's confidential information except for purposes of fulfilling its obligations under this Agreement. Notwithstanding anything to the contrary herein, the obligations of confidentiality and non-use under this Agreement will not apply to confidential information that (i) is or becomes generally available to the public or within the industry to which such information relates other than as a result of a breach of this Agreement, or (ii) is already known by the receiving party at the time of disclosure as evidenced by the receiving party's written records, or (iii) becomes available to the receiving party on a non-confidential basis from a source that is entitled to disclose it on a non-confidential basis, or (iv) was or is independently developed by or for the receiving party without use of the disclosing party's confidential information. Upon termination of this Agreement, the receiving party shall, upon request, promptly return, within 30 days, all confidential information, received or accessed, including any copies thereof, and cease its use or, promptly destroy the same and certify such destruction to the disclosing party; except for a single copy thereof, which may be retained for the sole purpose of determining the scope of the obligations incurred under this Agreement. Notwithstanding the foregoing, the obligation to destroy Information shall not apply to such Information, which (i) is contained in electronically stored backup systems, for which destruction will follow the regular process of such backup routines or (ii) has to be retained by applicable law or regulation. The obligations of this Section 7 will terminate five (5) years from the expiration of this Agreement; provided that Customer's confidentiality obligations under this Agreement with respect to Supplier IP (as defined below) shall survive for an indefinite term.

**8 INTELLECTUAL PROPERTY/ CUSTOMER MATERIALS:** Supplier has, and shall retain, sole and exclusive rights of ownership in and to any of Supplier's intellectual property ("**Supplier IP**"), and Customer does not acquire any license or other right to Supplier IP except to the extent necessary for the limited purpose of using Product manufactured and supplied under this Agreement. Customer shall at all times retain all right, title and risk of loss to any and all products, materials and processes supplied by or on behalf of Customer to Supplier in connection with this Agreement ("**Customer Materials**").

**9 AUDITS:** During the term of this Agreement, Supplier will permit Customer to audit Supplier's relevant non-financial records – to the extent such records are strictly related to Products – with reasonable advance prior notice, during normal business hours, no more than once per calendar year solely to permit Customer to confirm that Product is or has been manufactured in compliance with applicable laws and regulations. Except for "for cause" audits, Supplier shall invoice Customer upon mutual confirmation of the Audit date, and Customer shall pay Supplier, for any inspections and/or audits, including, without limitation, any EHS audits, supply chain audits and/or any pre-approval inspections by the FDA or other regulatory authority (together "**Audits**"), at five thousand Euro (5.000,00 EUR) per day and Supplier employee participating in such Audit on Supplier's site and shall in addition bear the costs of any production disruption that may be caused by such Audit. Alternatively, in case such Audit is to be performed remotely, i.e. without customer's physical presence on Supplier's site (a "**Virtual Audit**") Supplier shall invoice to Customer upon mutual confirmation of the Audit date, and Supplier shall pay an Audit fee of five thousand Euro (5.000,00 EUR). Such Virtual Audit shall comprise not more than a half day document preparation by Supplier, and not more than a half day audio-/video meeting of Supplier's staff with Customer's representatives. As used herein, "**for cause**" audit shall mean an Audit conducted to investigate a specific quality failure at Supplier's facility that directly relates to Product and which the parties agree is attributable to Supplier.

**10 CUSTOMER WARRANTIES; DISCLAIMER:** Customer represents and warrants that (I) any and all Customer Materials will not infringe on any third party's intellectual property rights; and (II) Customer will comply with all applicable laws in relation to its use of the Product. SUPPLIER MAKES NO REPRESENTATIONS, WARRANTIES OR

GUARANTEES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES OR FITNESS FOR A PARTICULAR PURPOSE.

**11. LIMITATION OF LIABILITY:** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR LOST PROFITS OR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT OR INCIDENTAL DAMAGES OF THE OTHER PARTY OR ITS RELATED INDEMNIFIED PARTIES, INCLUDING ANY LOST PROFITS OR ANY LOST REVENUES RELATING TO THE PERFORMANCE OF THIS AGREEMENT WHETHER SUCH LIABILITY IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY) OR OTHERWISE. THE FOREGOING WAIVER SHALL IN NO EVENT LIMIT CUSTOMER'S INDEMNITY OBLIGATIONS HEREUNDER. SUPPLIER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO SUPPLIER FOR THE BATCH OF PRODUCT GIVING RISE TO SUCH LIABILITIES, CLAIMS OR OBLIGATIONS.

**12. INDEMNIFICATION:** Customer shall indemnify, defend and hold harmless Supplier and its affiliates and their respective directors, officers and employees from and against any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of any suit, demand, claim or action by any third party ("**Losses**") to the extent arising out of (i) the marketing, sale, distribution, further development of or use of the Product, including, but not limited to, use in human subjects, or any side effects, contraindications, illness, and/or death resulting from use of the Product (whether based on strict liability, inherent design defect, negligence, failure to warn, breach of contracts or any other theory of liability); (ii) infringement of third party intellectual property by Customer's intellectual property, Product or Customer Materials; (iii) infringement of a Customer Warranty; or (iv) Customer's negligence or willful misconduct related to obligations under this Agreement.

**13. LITIGATION SUPPORT:** In the event a subpoena or other court order requiring personal appearance or production of documents is received by Supplier in respect of litigation that Customer is involved in and to which Supplier is not a party, Customer agrees that Supplier shall obtain its own counsel and Customer agrees to indemnify Supplier from and against any and all costs and expenses (including reasonable legal fees and expenses) reasonably relating to responding to such subpoena and any required internal investigations. In the event Customer requests Supplier's assistance in any litigation that Customer is involved in and to which Supplier is not a party (which assistance may include, without limitation, production of documents), Customer shall pay Supplier for any agreed-to assistance at Supplier's fully loaded cost plus commercially reasonable margin determined based on timing of the request, resource demand, and any business disruption that may be caused by such request.

**14. RECALLS:** In the event any regulatory authority issues, or Customer voluntarily undertakes, a recall of any Product or any finished dosage form pharmaceutical product containing any Product, Supplier and Customer shall fully cooperate with each other in connection therewith. Supplier shall comply with such a request, directive, order or determination and any expenses fees or costs for services incurred by Supplier and associated with such compliance shall be borne by Customer. Notwithstanding the foregoing, Customer shall bear the expenses of any recall of any Product or any finished dosage form pharmaceutical product containing Product, and in no event shall Supplier or its affiliates be financially responsible for the costs of, or associated with, any such recall.

**15. INSURANCE:** Each party shall procure and maintain at its own expense appropriate product and commercial liability insurance with respect to the conduct and performance of the work under this Agreement and use or sale of the Product, as each party customarily maintains with

respect to similar activities. Customer is responsible for maintaining insurance on all materials that it has, or retains, title to, if insurance coverage of such materials is desired by Customer.

**16. SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns, and any entity that acquires rights to the Product that is the subject hereof. Customer may not transfer or assign, by operation of law or otherwise, its rights or obligations under this Agreement, in whole or in part, without Supplier's written consent. Supplier may transfer or assign its rights or obligations under this Agreement, in whole or in part, without Customer's written consent in the event of (i) a merger or consolidation of Supplier, (ii) a transaction or series of related transactions in which a third party becomes the beneficial owner of 50% or more of the combined voting power of the outstanding securities of Supplier, or (iii) the sale of all or substantially all of the assets of Supplier.

**17. TERMINATION BY SUPPLIER:** Each of the following shall constitute a default by Customer for purposes of this Agreement: (a) the insolvency of Customer or the voluntary or involuntary initiation of insolvency proceedings related to Customer; (b) any assignment for the benefit of creditors of Customer; (c) the commencement of any proceeding, under court supervision or otherwise, for liquidation of, reorganization of, or the composition, extension, arrangement or readjustment of the obligations of Customer; and (d) failure by Customer to comply with any of the provisions of this Agreement (each lit. (a) to (d) a "Default"). In the event of a Default, Supplier may terminate this Agreement immediately upon written notice, it being understood, however, that in case of Default within the meaning of this section 18 lit. (d), such termination right shall only apply if the Default is not cured within 30 days of receiving a notice thereof ("Extraordinary Termination"). Notwithstanding the foregoing, Supplier may, at any time upon 30 days' prior written notice, terminate this Agreement in whole or in part regardless of whether there is a default by Customer.

**18. EFFECT OF TERMINATION:** Upon termination of this Agreement as set forth in Section 18, Supplier shall invoice Customer for, and Customer shall pay (a) the price for Products previously Delivered and not yet paid, (b) the price of completed or in-process Product not yet delivered, and in case of Extraordinary Termination (c) other actual costs and expenses, including, without limitation, labor, incurred by Supplier and relating to decommissioning activities or otherwise attributable to the Products. To the extent prices for Product and any other claims Supplier might have been paid, Supplier shall ship to Customer all Customer Materials and Product in Supplier's possession and Customer shall pay all costs associated therewith.

**19. WAIVER; SEVERABILITY:** Failure by Supplier to insist upon strict compliance with any terms of this Agreement in any one or more instances will not be deemed to be a waiver of its rights to insist upon strict compliance with respect to any subsequent failure. If any term of this Agreement is declared invalid or unenforceable by a court or other body of competent jurisdiction, the remaining terms of this Agreement will continue in full force and effect. The invalid provision shall be replaced by a provision which shall come as close as possible to the economic purpose of the invalid provision. Any gaps in this Agreement shall be filled by a provision which the parties in a reasonable weighing of their respective interests as prudent business people would in good faith have agreed to if they had considered the matter which is not covered by this Agreement.

**20. BRIBERY AND CORRUPT PRACTICES:** Supplier is committed to complying with all applicable anti-corruption laws, regulations and policies worldwide. Supplier expects its customers, suppliers and business partners to comply with all such laws that prohibit the making, offering or promise of any payment or anything of value, directly or indirectly, to a government official or a government agency ("Officials"), when the payment is intended to influence an act or decision or the reten-

tion of business. Accordingly, Customer represents, warrants and covenants that it shall comply with all applicable anti-corruption laws, rules and regulations, including but not limited to the United States Foreign Corrupt Practices Act and the UK Bribery Act, and that it shall not make any payment of money, gifts, services or anything of value either directly or indirectly, to an Official, when the payment is intended to influence an act or decision or the retention of business.

**21. PERSONAL DATA PROTECTION:** Each party acknowledges and agrees that it might be necessary to process Personal Data – "processing" and "Personal Data" as defined in Article 4 of Regulation (EU) 2016/679 (General Data Protection Regulation – "GDPR") – in the performance of this Agreement. Each party therefore represents and warrants that (i) it has all legal right and authority to disclose any Personal Data to the other party and (ii) that it is processing any Personal Data in strict compliance with the relevant provisions of the GDPR. To the extent needed, both parties shall agree upon a separate data processing agreement.

**22. FORCE MAJEURE:** Supplier shall not be liable in damages for, nor shall this Agreement be terminable or cancellable by reason of, any delay or default in Supplier's performance hereunder if such default or delay is caused by events beyond Supplier's reasonable control including, but not limited to, acts of God, regulation or law or other action or failure to act of any government or agency thereof, war or insurrection, civil commotion, destruction of production facilities or materials by earthquake, fire, flood or storm, labor disturbances, epidemic, or failure of suppliers (including, but not limited to failures to supply raw materials or services needed for the manufacturing of Products in due time, in necessary quantities or with the right specifications), public utilities or common carriers ("Force Majeure Event"). In the event of a Force Majeure Event, Supplier shall promptly notify Customer and shall use all commercially reasonable endeavors to reinstate its obligations to Customer. If the Force Majeure Event continues for a period of at least 180 days, then both parties shall discuss and negotiate in good faith any required modification to this Agreement. If and to the extent an agreement for modification cannot be reached within 210 days, each party might cancel all or any part of the unperformed part of this Agreement and/or any purchase orders.

**23. GOVERNING LAW; ARBITRATION:** This Agreement shall be governed by and construed under the laws of Italy, without regard to its principles of conflicts of law. The ordinary courts of Milan shall have exclusive jurisdiction over any disputes arising from or related to this Agreement.