

Terms and Conditions of Purchase, Work and Services

Version: May 1st, 2024

MSD Sharp & Dohme GmbH
MSD Pharma GmbH
Levelingstrasse 4a
D-81673 München

(hereinafter individually and jointly referred to as “MSD”)

1. Validity

- a) Payments to MSD arising from and in connection with purchase, work, and service contracts shall be made exclusively in accordance with the following terms and conditions (“Terms and Conditions of Purchase”). Deviating terms and conditions, in particular the general terms and conditions of the Supplier will not be part of the contract, regardless of whether they were expressly rejected by MSD or not.
- b) In special cases, individual agreements made between MSD and the Supplier shall take precedence. These agreements and changes, additions, or cancellation of agreements between MSD and the Supplier, as well as these terms and conditions of purchase must be in written form in order to be valid. A handwritten signature transmitted in electronic form and a suitable electronic signature are deemed equivalent to a handwritten signature.
- c) Should any of these terms and conditions of purchase in whole or in part become invalid, then the validity of the remaining provisions shall remain unaffected thereof.

2. Formation of the Contract

- a) Contract awards by MSD are only legally binding if they are issued by MSD in writing or in text form (via letter, fax, or email). Contract awards, additions, and changes issued orally or by phone must be confirmed in written or text form in order to be binding.
- b) If the Supplier does not object in writing within one week from receipt of the order or if he does not expressly accept the order in writing within this period, then at the end of this period, the order shall be considered accepted under the terms and conditions described herein. Within this time period, the contract award may be revoked by MSD without the Supplier being entitled to damages or other claims; this only applies as long as the Supplier has not expressly accepted the order in writing.
- c) Until the fulfillment of the order by the Supplier, MSD is entitled, for operational reasons and to the extent of what can reasonably be expected of the Supplier, to request changes regarding the performance by the Supplier. The consequences of such changes, especially regarding additional or reduced costs and time of performance, shall be appropriately agreed upon by mutual agreement.
- d) The Supplier is only authorized to have the service or parts thereof performed by third parties upon prior written consent of MSD.
- e) If the Supplier becomes insolvent after the conclusion of the contract or if bankruptcy proceedings have been initiated concerning its assets, then MSD has the right - without prejudice to other claims - to withdraw from the unfulfilled part of the contract.

3. Delivery time and Delay

- a) The dates and deadlines specified in the order for the provision of services are binding. If no delivery time is specified, then the goods and/or services must be provided within two weeks following the time at which the contract takes effect. Relevant is the access to the goods and/or services at MSD or the location specified by MSD.
- b) The Supplier shall immediately notify MSD in writing if circumstances arise or become apparent, due to which the agreed delivery time cannot be met. In this case, the Supplier must also state the expected length of the delay.
- c) In case of failure to comply with the agreed delivery time, the Supplier shall be in default without a reminder. In case of a delay in the performance, MSD is entitled to demand from the Supplier a penalty of 0.2% of the value of the delayed performance per working day. The contractual penalty is limited to a maximum of 5% of the delayed performance. MSD reserves the right for further claims, however the contractual penalty shall be deducted from further damage claims. In the case of mutually agreed changes in the delivery time, the contractual penalty also applies to the newly agreed delivery time.

4. Performance of Services

- a) The service shall be performed by the Supplier with the necessary care.
- b) Unless expressly agreed otherwise in writing, deliveries of goods will take place DDP (Incoterms 2010) to the following address:

MSD Sharp & Dohme GmbH
Levelingstrasse 4c
D-81673 München

Receiving: Mon - Thu: 08:00am - 12:00pm and 1:00pm - 4:30pm

Fri: 08:00am - 12:00pm and 1:00pm - 3:00pm

- c) The locations for the performance of other services are also the addresses mentioned in paragraph 4 b), unless expressly agreed otherwise in writing.
- d) In case of delivery of goods, the associated risk shall transfer to MSD upon receipt and acknowledgement of the goods. In case of other services, for which an acceptance process takes place, the risk is transferred to MSD upon acceptance.
- d) The commercially proper packaging of goods is provided by the Supplier. Deliveries shall be accompanied by at least duplicate packing slips, which also indicate the contents of the shipment and the MSD order number.

5. Prices, Terms of Payment

- a) The price stated in the issued order is binding and encompasses the statutory VAT, all services and additional services of the Supplier and incidental expenses (e.g. for packaging and transport). Down payments and installment payments are made only if specifically agreed to in writing.
- b) Invoices shall be sent to the "PtP / Finance" department of MSD and shall include the order number of MSD and that of the Supplier. **Alternatively, invoices from Suppliers who have been ordered via a purchase order can be sent as a PDF file to the following e-mail address: invoicehh.emea@msd.com.**
- c) Unless otherwise agreed, **net payments are made by MSD after contractual service performance within 30 days after receipt of the correct and auditable invoice.** The payment shall be made by bank transfer.
- d) In the event of default, there is a five percent interest rate on top of the base rate.
- e) MSD is entitled to offset and retention within the statutory scope. In the event of poor performance, MSD is especially entitled to withhold payment in accordance with the proportional value until proper fulfillment. Set-offs or the exercise of a right of retention by the Supplier due to counterclaims that are disputed or have not been legally established is excluded. The exercise of a right of retention by the Supplier is also excluded to the extent that the counterclaims do not rest upon the same contractual relationship.
- f) The Supplier is only authorized to transfer its claims from orders of MSD in whole or in part to third parties upon prior written consent of MSD. In connection with services, MSD is entitled to transfer the rights and obligations, in particular to affiliated companies within the meaning of § 15 the AktG (German Corporation Act).

6. Impairment of Performance, Defects, Liability

- a) In the event of impairment of performance and defects in connection with the provision of services by the Supplier, MSD has the unlimited legal rights according to the following provisions.
- b) When purchasing goods, MSD shall check the goods within a reasonable time of receipt for any quality or quantity deviations. The claim is on time as long as it is received by the Supplier within a period of five working days, starting with the receipt of the goods, or, for concealed defects, starting with the time of detection.
- c) The liability period for defects is three years from date of delivery of goods. If an acceptance procedure is carried out for the service, the period of limitation starts at acceptance.
- d) If the Supplier does not comply with the statutory subsequent performance in case of defects within a reasonable time set by MSD, MSD is entitled, at the expense of the Supplier, to take the necessary actions itself or to have such actions performed by third parties in order to eliminate the defects.

7. Compliance with Laws

(a) Supplier shall, and shall cause each of its officers, directors, employees, suppliers, temporary workers, subcontractors, agents and other representatives (collectively, "Representatives") to carry out all activities hereunder in compliance with all applicable laws and regulations (individually, a "Law" and, collectively, "Laws"). Supplier acknowledges that it is Company's intent that all activities hereunder shall comply with all applicable guidelines established by applicable pharmaceutical, healthcare, consumer products and veterinary industry associations and organizations, as the case may be, and all Laws applicable to the conduct of scientific, educational and other activities applicable to the Services to be performed hereunder. Supplier is not authorized to, and Supplier agrees it will not knowingly, take any action in the name of or otherwise on behalf of Company or any Company Affiliate which would violate any of the foregoing. Supplier shall notify Company if it becomes aware of any noncompliance with any such Laws by Supplier or its Representatives, or any of them.

(b) Supplier represents and warrants that it is, and agrees that at all times during the Term it shall be, authorized to conduct business in each country, state and locality in which it must be so authorized to perform the Services hereunder and under each Order.

(c) Supplier shall pay and provide all salaries, compensation and benefits to which its employees, officers and directors shall be entitled and, in accordance with applicable Laws and Supplier's published policies and procedures, pay all social security expenses relating to Supplier's employees, officers and directors.

8. Non-Infringement of Third Parties

(a) The Supplier shall ensure that its performance is free of patent, trademark, utility model or design patent rights, copyrights and other rights of third parties in the Member States of the European Union or in the agreed country of destination, which conflict with the sale to MSD and a subsequent use by MSD.

(b) Regardless of the exercise of legal rights, the Supplier shall indemnify MSD against any third-party claims with respect to the services or work performed or to be performed, particularly in the case of court proceedings. The indemnification applies to all expenses and damages that MSD incurs from or in connection with the involvement of courts by a third party.

9. Rights of Use

(a) Should the usage and property rights for the service not already lie with MSD, then these rights, in particular all transferable copyrights and other authorizations for the publication, reproduction, and recovery of the services provided by the Supplier, including all conceivable legal positions on ideas, drafts, and designs, shall transfer to MSD at the time of delivery to MSD or - in cases in which no delivery can be made (for example, because the delivery is not of a physical nature) - at the time at which the service provision is completed. The transfer is unlimited as to place, time, purpose, or in any other manner. It includes the right of change and further transfer to third parties and is independent of whether any copyright or other rights regarding these works have been incurred by the Supplier.

(b) The Supplier shall not use the services performed for MSD, in particular ideas, concepts, and creations, for other clients in the same or a modified form, without the prior written consent of MSD. The Supplier also agrees to reach agreement on this provision with freelancers.

(c) The transfer of rights described under a) is fairly compensated with the payment to the Supplier.

10. Confidentiality / Return of Documents

(a) The Supplier undertakes to maintain confidentiality regarding all facts and circumstances regarding MSD of which it becomes aware in connection with the provision of goods/services, particularly in terms of all business and trade secrets, to keep the information and documents received secret, and to only make use of such information in the context of the business relationship with MSD. Furthermore, this confidentiality applies to all results in connection with the performance of the contract, even if they are not reported to MSD, as well as the prepared financial statements and project reports.

(b) The confidential information mentioned in Paragraph 10 a) can only be disclosed to third parties upon prior written consent of MSD. The disclosure of confidential information to employees and officers is permitted only to the extent it is required for the implementation of the Supplier's contractual obligations towards MSD. The Supplier shall impose the commitments it has made to maintain confidentiality on all persons or companies to whom confidential information or services from the contract are entrusted.

(c) The foregoing shall not apply to information (i) that was known to the Supplier before it received them from MSD, (ii) that was developed by the Supplier independently without recourse to or use of the

information of MSD (iii) that the Supplier has lawfully obtained from a third party, who to the knowledge of the Supplier did not have a confidentiality obligation towards MSD, and that the third party in turn did not obtain this information by a violation of protection provisions in favor of MSD (iv) that became known to the Supplier without any breach of these provisions or any other existing provisions on the protection of the operating and business secrets of MSD or were public knowledge, or (v) that must be disclosed by the Supplier due to the instructions of legal authorities, governmental agencies, or courts. In this case, the Supplier must inform MSD prior to the disclosure and must limit the scope of such disclosure as much as possible.

d) The aforementioned obligations also apply to the period after termination of the contract.

e) Documents provided by MSD shall remain the property of MSD and must be returned by the Supplier to MSD without request at the end of the contract. Bookkeeping documents are not affected by this provision.

f) Any documentation or data relevant to activities performed, including without limitation any GMP documentation, must be attributable, original, accurate, legible, complete, controlled, retrievable, and safe from intentional or unintentional manipulation or loss. These items are required throughout the retention period of such data / documentation.

g) The Supplier shall advertise its business relationship with MSD in any digital or print form only upon prior written consent of MSD.

11. Data Protection

Supplier shall comply with all applicable privacy and data protection laws in connection with its obligations under this Agreement, in particular with the European General Data Protection Regulation, the Federal Data Protection Act (Bundesdatenschutzgesetz) and the data protection provisions of MSD (available in its current version on the internet at www.msd.de/datenschutz).

12. Transportation Security Matters

(a) Supplier acknowledges that Company is a participant in the Customs-Trade Partnership Against Terrorism ("C-TPAT") program of the U.S. Customs and Border Protection Agency and is required to comply with the security criteria of C-TPAT published on <http://www.cbp.gov> or any successor web site (the "C-TPAT Security Criteria"). In order to enable Company to comply with the C-TPAT Security Criteria, Supplier shall comply with the C-TPAT Security Criteria, as may be updated from time to time. Supplier shall provide Company with a written certification that it is in compliance with the C-TPAT Security Criteria or when it will be in compliance with the C-TPAT Security Criteria, and if Supplier is eligible to be C-TPAT certified, a copy of valid documentation indicating that Supplier is a certified or validated C-TPAT participant, provided that Supplier delivers goods to MSD which are intended for shipment to the US. Upon Company's request, Supplier shall allow Company access to Supplier's facilities for the purpose of verifying Supplier's compliance with the C-TPAT Security Criteria.

(b) Supplier will meet or exceed the Transported Asset Protection Association ("TAPA") security standards FSR Level A and TSR Level 1 as published by TAPA. While meeting the TAPA standards mentioned above, Supplier shall also take notice that Company is a Tier 3 certified C-TPAT member and member of the Authorized Economic Operators ("AEO"). Supplier and its subcontractors will meet or exceed the minimum security requirements for a carrier as mandated by the C-TPAT and AEO programs. All subcontractors will be held to the same standards as Supplier. It is the responsibility of Supplier to vet and assess all subcontractors prior to use.

(c) Certain situations may warrant exceptions to the above security requirements, based on specific security risks associated with the situation. These limited situations will be considered on a case-by-case basis. Exceptions to the above security requirements will need to be documented in writing, and approved by the relevant Company's Global Security Regional Director. At all times, procedures must be in place to protect against non-manifested material being introduced into the supply chain. Security controls are also to include the supervised introduction/removal of cargo; the proper documenting of cargo and/or cargo equipment verified against manifest documents; the detecting and reporting of shortages/overages; and procedures for verifying seals on containers and trailers. All trailers/containers transporting Company's products must either be locked or sealed while in transit regardless of the duration of the journey or the carrier.

(d) Company reserves the right to audit for supply chain security compliance all 3rd party providers and their subcontractors without prior notice, at any time, for any reason. Failure to comply with these supply chain security requirements will result in Supplier being fully liable for security breaches and associated

losses resulting from the non-compliance. In addition, non-compliance will be grounds for suspension and/or termination of the Agreement, or other legal and financial sanctions.

(e) Notifications or concerns of suspected Counterfeit, Diversion or Tampering (“CDT”) events are to be reported to Company’s Global Security Director of Anti-Counterfeiting and the appropriate Company’s Regional Security Director within one (1) business day. For the Europe, Middle East and Africa region, notifications should be done by email to cdt.emea@msd.com. Company’s Anti-Counterfeiting Director and Regional Security Director will make the decision to open a suspect CDT investigation and Company’s Global Security Group and/or local Company’s legal representative will perform any necessary government agency notifications for confirmed CDT events, in collaboration with Supplier.

(f) Supplier should also notify Company’s Global Security Group of events involving major product losses or product thefts via email to cdt.emea@msd.com and utilize Company’s Global Security Group as a resource for investigative and intelligence issues.

13. Audit

If the Supplier incurs expenses for MSD and must invoice MSD in this respect, MSD itself or a neutral third party tasked by MSD with the audit has the right to inspect all accounting records of the Supplier relevant to the execution of the contract. The audit will be conducted exclusively for the purpose of controlling costs. Appropriate advance notice will be given, and the audit will be carried out during normal business hours. The Supplier shall assist MSD in the implementation of such an audit to a reasonable extent. The auditor shall ensure that all business operations that become known to it during the audit remain confidential and will not be used for other purposes than those required for the audit. If overpayments of more than two percent have occurred at the expense of MSD, the Supplier shall bear the cost of such audit.

14. Miscellaneous

(a) MSD endeavors to hold itself and its supplier to the highest ethical and compliance standards, including basic human rights, encouraging fair and equal treatment for all persons, the provision of safe and healthy working conditions, respect for the environment, the adoption of appropriate management systems and the conduct of business in an ethical manner. Without limiting any of the supplier’s other obligations hereunder, and without conflicting with or limiting any of the warranties, obligations or other provisions expressly set forth elsewhere in this Agreement, including without limitation its obligations under the general rules of the law hereof, the supplier agrees that it will abide by the letter and spirit of MSD’s Business Partner Code of Conduct (the “Code”), as in effect from time to time, a copy of which is available at <http://www.MSD.com/about/how-we-operate/code-of-conduct/home.html>.

The supplier agrees that it will provide all documentation reasonably requested by MSD to demonstrate compliance with the Code. In the event of a conflict between the obligations in this section and the Code on the one hand, and any other provision in this Agreement, on the other hand, such other provision of this Agreement shall control (but only to the extent of the conflict).

(b) MSD reserves the right, in its sole discretion, to audit the supplier’s operations, books and records to ensure compliance with the Code. MSD will provide reasonable advance notice of such an audit, and may conduct this audit on its own or using a third-party auditor of its choosing. The supplier shall acknowledge receipt of MSD’s notice as promptly as practicable after receipt of such notice and will confirm the date on which the audit will occur within 14 days after receipt of such notice. MSD or its third-party auditor may interview the supplier’s employees as part of or in connection with the audit. This audit right shall be in addition to any other audit rights granted in this agreement.

(c) In the event an audit identifies a non-conformance by the supplier with the Code, the supplier will promptly take corrective action to remedy the non-conformance. MSD reserves the right to approve all corrective actions. Corrective actions shall be implemented by the supplier at the supplier’s expense. MSD will endeavor, whenever practicable, to work with the supplier to remedy the issue and put in place a corrective action plan.

(d) In the event the supplier refuses to allow an audit, or fails or refuses to take corrective action, then in addition to any other remedy available to it under this agreement, at law or in equity, MSD reserves the right to terminate this agreement in the event the supplier fails to cure such refusal or failure within 90 days after written notice from MSD.

(e) The Supplier confirms that, at the time of concluding the contract and for the duration of the contract, it does not have a business relationship with any person or organization that are included in the U.S. Department of Health and Human Services, Office of Inspector General (OIG) website, including 42 U.S.C. 1320a-7(a) (<https://oig.hhs.gov/exclusions/authorities.asp>); (2) identified in the OIG List of Excluded Individuals / Entities (LEIE) database (https://oig.hhs.gov/exclusions/exclusions_list.asp) or

the U.S. General Services Administration's list of Parties Excluded from Federal Programs (<http://www.sam.gov>); or (3) listed by any US Federal agency as being suspended, debarred, excluded, or otherwise ineligible to participate in Federal procurement or non-procurement programs, including under 21 U.S.C. 335a (<https://www.fda.gov/inspections-compliance-enforcement-and-criminal-investigations/compliance-actions-and-activities/fda-debarment-list-drug-product-applications/>).

(f) All legal relationships between MSD and the Supplier are subject to German law with the exclusion of the UN Sales Convention (CISG).

(g) The exclusive jurisdiction for all disputes arising from or in connection with a contract is the Regional Court of Munich I. However, MSD is entitled to file suit against the Supplier at its place of business.

We (Supplier) hereby agree to the terms and condition of purchase of MSD (as of: May 1st, 2024).

Company (name and address)

Location/date

Signature