

GENERAL TERMS & CONDITIONS OF PURCHASE

1. OBJECT – 1.1 These General Terms and Conditions of Purchase (“**GTC**”) apply to all purchases and/or supplies of finished pharmaceutical products, bulk products and active pharmaceutical ingredients (“**Product/s**”) made by EG S.p.A. (a company subject to the direction and coordination of Stada Arzneimittel AG “**STADA**”), with registered office in via Pavia n. 6, 20136 Milan, tax code, VAT number, and registration number in the Register of Companies of Milan-Monza-Brianza-Lodi n°12432150154 (“**EG**”), in execution of the purchase orders (“**Order/s**”) which, from time to time, are issued by EG in order to regulate the commercial relations between the latter and the supplier (“**Supplier**”). EG and Supplier may also be referred to, individually, as “**Party**” and, jointly, as “**Parties**”. **1.2** Specific Conditions (“**SC**”) derogating from these GTC, to be valid, must be stated on the Order and signed for acceptance by both Parties, referring exclusively to the relevant Order. **1.3** The purchase of Products by EG will be governed (in this order of prevalence) by the following acts: (i) the Order, (ii) any SC, (iii) the GTC, as well as (iv) any additional documents, including those of a technical nature (including the packaging sheet, the Quality Technical Agreement or “**QTA**” and the Pharmacovigilance Agreement or “**PVA**” which will be negotiated separately if required by law or deemed necessary by EG, to which full reference is made for the regulation of the relevant technical-operational aspects), describing the purchased Products that are attached to the Order, provided that they bear the Order references - (jointly “**Documentation**”). **1.4** The GTC and any SC apply exclusively and, therefore, shall prevail over any general or specific terms and conditions of sale of Supplier.

2. ORDER CONFIRMATION 2.1 Supplier shall produce and supply the Products to EG in accordance with the documentation mentioned in Article 1.3 above, and EG shall purchase from Supplier the quantities of Products it orders, from time to time, in the manner indicated below. Supplier acknowledges that EG expects consistent high-quality manufacturing and timely supply of the Products in line with agreed schedules; in any case, there is no exclusive purchase obligation for the Products on the part of EG. **2.2** To purchase the Products, EG must place the Order in writing and transmit it to Supplier; without the prior issuance of the Order, EG shall in no case be bound to purchase the Products. **2.3** Supplier must send written confirmation of the Order within five (5) working days of its receipt, by sending the relevant Order, the GTC and any SC countersigned via email to: orders@eglab.it. It is understood that: (i) with the effective execution of the Order by Supplier, the GTC are tacitly accepted, regardless of their signature by Supplier, and shall be considered an essential part of the Order; (ii) if the performance carried out by Supplier differs from what is established in the Order, the contract shall not be considered validly concluded and nothing can be charged to EG. **2.4** Unless otherwise agreed in writing between the Parties, each Order shall: (a) be in writing and be delivered electronically; (b) to be accompanied by an

attachment specifying the relevant Product artwork to which it refers; and (c) specify the quantities of Product ordered and the requested delivery date. **2.5** All Orders concerning quantities within plus or minus thirty percent (+/- 30%) of the quantity specified in the forecast sent to Supplier shall be binding for Supplier (“**Firm Order**”), who may request in writing within five (5) working days an adjustment to the delivery date for such Order; this adjustment period must respect the interval of plus or minus fifteen days (+/- 15 days) from the requested delivery date, otherwise the Order will be considered accepted with the previous delivery date.

3. ORDER CANCELLATION AND/OR MODIFICATION 3.1 EG may: (a) cancel or modify the amounts of an Order; (b) postpone the delivery date agreed in the Order by sixty (60) working days; (c) ask Supplier to postpone the delivery date agreed in the Order by more than sixty (60) working days. Should any of the above cases occur, the Parties shall discuss the extended delivery date in good faith, provided that: (i) EG pays the reasonable (verifiable) costs actually incurred for any material amortization costs and (ii) Supplier has used commercially reasonable efforts to minimize or prevent such costs (e.g., by using such materials for subsequent Orders from EG or other customers of Supplier). Supplier shall provide EG with the necessary documents in electronic format (receipts, invoices, etc.) to support any claims for such costs. Notwithstanding the foregoing, EG shall not be liable for any costs or expenses incurred for such cancellation, modification, or postponement if such cancellation, modification, or postponement is necessary due to: (a) Supplier's non-performance of its obligations under the Order and/or the GTC; (b) any capacity constraints of Supplier and its suppliers or in the event of a Force Majeure Event; (c) Supplier's cancellation of an Order, except as provided in Article 14. **3.2** Delivery may be postponed by Supplier only if Supplier requests a new deadline for the delivery of the Products in accordance with the GTC; in such case, Supplier shall inform EG in writing of the new applicable delivery deadline and, upon EG's acceptance, such modification of the postponed delivery date shall become the new delivery date under the relevant Firm Order. **3.3** Supplier shall use commercially reasonable efforts to consolidate orders from other customers of Supplier to allow EG (following any request made by it) to order less than a full batch, without additional costs. In the event that such consolidation leads (or is likely to lead) to an extension of the delivery deadline, Supplier shall promptly inform EG to allow EG to decide whether it still wishes Supplier to consolidate the orders with such extension or not. In such case, there shall be no penalty for Supplier and/or no right for EG in the event of the extension of such delivery deadline. Supplier must provide EG with a delivery plan periodically, and in any case, whenever a change occurs.

4. DELIVERY OF PRODUCTS 4.1 The Order shall contain the delivery terms, which are to be considered binding and

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essential; therefore, no delay and/or variation to the aforementioned terms and/or to the quantity of Products ordered shall be permitted without EG's prior written approval, which must be promptly informed by Supplier of the delay/variation and the reasons and estimated delivery times.

4.2 The date indicated as the delivery date ("**Delivery Date**") shall be understood as the date on which the Products, their shipping documents, and the Documentation (which, unless otherwise specified in the Order, must be completed in Italian and/or English) must arrive at the delivery location specified in the Order. Unless expressly indicated otherwise, the transport price shall be understood to be included in the Price (as defined below) and INCOTERMS 2024 shall apply to the delivery. No delivery will be accepted by EG during periods when its warehouse is closed during normal working hours for receipt; such periods will be communicated by EG to Supplier with two (2) months' notice. The receipt of Products will take place from Monday to Thursday, from 09:00 to 13:00 and from 14:00 to 16:30; on Friday, from 09:00 to 12:30. Only deliveries on Euro Pallets with dimensions of 120x80x130 cm are accepted. **4.3** Timely delivery of the Products to the delivery location constitutes an essential condition for the payment of the Price by EG and for the issuance of any invoice by Supplier. Consequently, delivery delays shall constitute a serious breach of the Order and the GTC by Supplier. **4.4** In the event of Product transport being the responsibility of EG, the date indicated as the Delivery Date shall be understood as the date on which the Products subject to the Order and the related Documentation must be ready to be received - at the location expressly indicated in the Order itself - by EG's carrier, whose name will be communicated in writing to Supplier in advance, if not already indicated in the Order. **4.5** Title and ownership of the Products shall pass to EG upon their delivery. Supplier shall, therefore, be considered responsible for any risk associated with transport. Transport and any losses and/or damages to the Products during transport shall be the exclusive responsibility of Supplier, unless otherwise indicated in the Order. **4.6** Supplier undertakes to use professional carriers and to verify that they possess all legal requirements and that their operations comply with best market practices. **4.7** Supplier shall store the Products in its warehouse until collection by the carrier, in accordance with the requirements of the EudraLex - Good Manufacturing Practice Guidelines ("**GMP**") and applicable laws. **4.8** On the Delivery Date, the remaining shelf life of the Products must be at least eighty-five percent (85%) of the total applicable Product shelf life, as specified in the relevant regulatory authorization. **4.9** The Products shall be released in accordance with the QTA, GMP, and applicable laws. Therefore, each Product delivery shall be accompanied by a certificate of analysis and a certificate of conformity, and any other document required under the QTA. If manufacturing is performed outside the EU, Supplier shall use its best efforts to provide the documents required by a governmental authority for the import or export of the Product within one (1) working day at all times and without delay, and any assistance

requested by EG to address special customs or shipping needs related to the Products, including obtaining licenses, official authorizations, clearances, customs, or any other document or information that EG may require for the export, import, or transport of the Product to its, its affiliates, or any third-party warehouse. **4.10** Products delivered in advance of the Delivery Date indicated in the Order may not be accepted by EG and may be returned or stored, with costs and risk borne by Supplier. Furthermore, Supplier is not authorized to deliver to any carrier any Product that has not been requested by EG by virtue of the Order and the GTC or other act duly authorized and signed by EG's legal representative. **4.11** In the event that the Products are delivered in a quantity exceeding that indicated in the Order and the excess quantity is greater than ten percent (10%) of the total Products ordered, EG shall not be obliged to pay for the excess Products, which shall remain at EG's disposal at Supplier's risk, and which must be collected by the latter at its own expense within 20 calendar days, after which EG shall have the right to proceed with disposal at Supplier's expense. **4.12** In cases of delayed delivery (not due to Force Majeure) exceeding 15 (fifteen) calendar days from the Delivery Date, if despite the delay the Product is still marketable, EG shall have the right to: (i) indicate to Supplier an additional term to allow the latter to deliver the Products, or (ii) notify Supplier of the termination of the agreement due to Supplier's breach, pursuant to and for the purposes of Article 1456 of the Italian Civil Code and request the return of any amount already paid under the Order and the GTC, without prejudice to the right to any compensation. **4.13** In any case of delayed, failed, incomplete, or non-conforming delivery of the Products, EG may, at its sole discretion and in addition to any other right it may have under the GTC or by law: (i) suspend payments due to Supplier in relation to the delayed, failed, incomplete, or non-conforming delivery of the Products; (ii) request timely delivery of the Products by air at Supplier's expense; (iii) apply a penalty for delay equal to 5% (five percent) of the agreed Price for the Products for each week of delay until the delivery date of the Products, without prejudice to greater damages. **4.14** Supplier hereby declares and guarantees that, for all Products delivered or supplied, it will be equipped with adequate and appropriate product liability and third-party liability insurance coverage, according to market standards normally practiced at the time of delivery or supply.

5. PRODUCTS PACKAGING AND ARTWORK **5.1** Supplier acknowledges that the Products are classified as medicinal products in accordance with applicable laws. EG holds or will hold regulatory approval/authorization for the marketing of the Product during this agreement, will control Product statements and advertising, and will have the right to apply warnings, instructions, and labels to the Product as necessary to comply with applicable laws, regulatory approval and AIC (marketing authorization). **5.2** The packaging (including packing, labeling, and, in general, the Product artwork), storage, and marking of the Products must be carried out in accordance with best commercial practice and applicable

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legal provisions, also in order to allow easy identification of the State and origin of the supply. In any case, at least the destination, Order number, gross/net weight in kg, packaging number, and content of the shipment must be clearly indicated. Supplier shall be held responsible and shall compensate for any damage occurring due to packaging or during the storage and/or transport of the Products. **5.3** With respect to the Product artwork, six (6) months before its launch, EG will provide Supplier with the electronic files of the artwork intended to be used for each Product. Supplier shall promptly inform EG if it foresees difficulties in using the relevant artwork and shall propose any reasonable mitigation strategy. Once accepted by Supplier (such acceptance shall not be unreasonably withheld or delayed), Supplier shall manufacture (or cause to be manufactured) the Products incorporating such artwork. **5.4** Supplier agrees to modify the artwork in accordance with the following: (a) if requested by EG, such modification shall be notified to Supplier four (4) months prior to the requested artwork modification; (b) if required by any regulatory authority or applicable law, such modification shall be implemented by Supplier as soon as possible and no later than the timeline required by the regulatory authority or applicable law; and (i) in any case, all reasonable costs of implementing any artwork modification shall be borne by EG, including the reasonable costs of inventory held by Supplier of packaging bearing specific artwork or labeling that will expire or become obsolete due to a modification of the artwork or labeling requested by EG, provided that Supplier acquired such packaging in reasonable reliance on the rolling forecast and Supplier used commercially reasonable efforts to minimize such costs by using them before or after the date of such modification for the Product, or, where possible, for other customers. (c) If an artwork modification is requested by Supplier, Supplier must provide a reduction in the supply price to EG or provide detailed evidence that such modification is necessary due to a change in Supplier's packaging process. In any case, Supplier shall bear all costs of implementing the modification, and the artwork modification must be authorized by EG. **5.5** Supplier shall reasonably cooperate with EG in responding to all information requests and in obtaining all regulatory approvals with the competent regulatory authorities. **5.6** The Products must be adequately packaged in relation to their nature, with packaging suitable to protect them during transport from any damage due to impacts and to ensure their intact arrival at destination and/or in any case be packaged in suitable containers, which ensure loading/unloading in compliance with safety regulations. In the absence of such conditions, EG reserves the right to prevent the unloading of the Product, having it returned to Supplier at the latter's expense. **5.7** It is understood that the cost of packaging is borne by Supplier, unless otherwise indicated in the Order.

6. MANUFACTURING TRANSFER AND BACKGROUND IP 6.1

In the case of bulk or finished product manufacturing and if applicable, as soon as possible after the effective date, EG

shall transfer to Supplier a copy of: (i) all materials for the manufacture of the Product (e.g., API, excipients, packaging materials); (ii) the manufacturing and control methodology. Supplier acknowledges that such documents and all related background intellectual property shall remain the exclusive property of EG and/or STADA, and nothing contained in the GTC shall be deemed a transfer to Supplier of any right or license therein, except as required solely for the purpose of manufacturing the Product in accordance with the GTC and the Order. EG/STADA grants Supplier a royalty-free, non-assignable, non-sublicensable, and non-exclusive right to use such manufacturing transfer materials and all related background intellectual property solely for the exclusive manufacture of the Products for EG under the GTC at the facility. The license granted under this clause shall automatically terminate upon the expiration or termination of the GTC and the Order. **6.2** With respect to the rights, titles, and interests relating to all intellectual property in improvements arising from the performance of this agreement, Supplier: (i) acknowledges and agrees that EG/STADA shall hold them exclusively and solely; (ii) to the extent that ownership of all rights, titles, and interests relating to all intellectual property in all improvements does not automatically transfer to EG/STADA upon their creation, Supplier hereby assigns them (and/or shall procure their assignment), at no additional cost, to EG/STADA (which accepts such assignment for itself or its designees). Supplier shall perform all reasonably necessary acts to ensure such assignment.

7. PRICE AND PAYMENT TERMS 7.1 The Products Price ("Price"): (i) must be expressly and detailed, for each individual item, in each Order; (ii) shall be understood not to include applicable taxes and duties under the law, unless otherwise indicated in the Order itself. **7.2** The Price indicated in the Order is fixed and shall not be subject to any modification, unless otherwise agreed in writing between the Parties for an adjustment of the Price. **7.3** Unless otherwise specified in the Order, and without prejudice to any different mandatory term eventually established by law, the payment terms are as follows: invoices will be paid by EG via bank transfer to the bank account already communicated by Supplier, within ninety (90) days from the date of receipt of each invoice – end of month by EG itself. The Parties agree that the aforementioned ninety (90) day term shall run: a) in the event that Supplier is subject to the electronic invoicing obligation, only from the date of receipt of the invoice by EG through the Exchange System ("SDI"), as reported in the delivery notification sent by the SDI to Supplier, as provided for by the combined provisions of Italian Legislative Decree 127/2015 and Italian Legislative Decree 87/2018 (the "Electronic Invoicing"); b) in the event that Supplier is not subject to the Electronic Invoicing obligation, only from the date of receipt by EG of the invoice for which Supplier requests payment, sent by email to the address Invoice.egspa@legalmail.it. **7.4** For the purpose of paying the relevant invoices, Supplier must include EG's Order number

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on each invoice. In the event that Supplier fails to indicate what is provided for in this paragraph on the invoice, or indicates it incorrectly, Supplier accepts and acknowledges that the payment of the Price may be delayed, which delays cannot in any case be attributed to EG. In the latter case, payment will be made only upon receipt of the correct invoice.

7.5 In the event of any non-conformities or defects found by EG in the Products, the payment term shall run from the moment the defects or non-conformities are eliminated and/or the defective or faulty Products are replaced by Supplier. **7.6** In case of delayed payment, beyond the terms indicated above, by EG, for reasons not attributable in any way to Supplier, EG shall pay Supplier, from the due amount to the balance, default interest at an annual rate equal to that provided for by Article 1284 of the Italian Civil Code increased by one percentage point. **7.7** Supplier declares and guarantees that, in the execution of the Order, it will not perform, nor allow to be performed: (i) any accounting entry in violation of the law, entry of non-existent expenses, posting of costs and/or expenses with an incorrect identification of their object, or use of false documents; (ii) any untrue recording or archiving. **7.8** EG/STADA shall have the right to offset any credit or amount that EG/STADA or an affiliate owes to Supplier with any credit of Supplier against EG/STADA or its affiliates.

8. REPRESENTATIONS 8.1 Supplier expressly guarantees to have the resources, means, know-how, equipment, technical organization, financial capacity, flexibility, and qualified and adequate personnel for the supply of the Products in the manner provided in the Order and the Documentation. **8.2** Supplier expressly guarantees to: (i) possess all authorizations prescribed by applicable laws and regulations necessary for the supply of the Products (including, by way of example and not limitation, their transport); (ii) maintain the validity of the aforementioned authorizations for the entire duration of the contract and to provide for their timely renewal in case of expiration. **8.3** Supplier undertakes to observe the obligations arising from the current legislation on health and safety at work, with particular reference to the requirements of Italian Legislative Decree no. 81/2008, as well as other applicable regulations on the matter. **8.4** Supplier shall, upon EG's request, provide documentary evidence of compliance with the obligations referred to in this Article 8.

9. PRODUCTION INCIDENTS 9.1 Supplier shall promptly inform EG, also in accordance with the QTA (to which reference is made for further details), of: (a) any material incident or potential incident occurring in the manufacture and/or control of the Product and related materials that could have negative effects on the Product(s); or, (b) any potential or actual capacity limitation. In each such event, it shall provide EG with all necessary information and cooperation to assess: (i) the quality of the Product(s) resulting from any investigation to determine the cause and extent of the problem; or (ii) how capacity limitations will affect the execution of all Orders. Both Parties shall use commercially reasonable efforts to mitigate the impact of such events.

10. AUDIT, DEFECTIVE PRODUCTS & REMEDIES 10.1 After the complete arrival of the Product shipment at EG's warehouse, EG or the appointed third party shall: (a) conduct a visual inspection of the delivered Product to detect any damage or shortages (without being obliged to open the packaging); and (b) review the correspondence with the transport documentation to identify any Product that presents an apparent defect and, in any case, shall notify Supplier of any apparent defects, as well as any latent defects. With reference to the management of the issues covered by this article, reference is made to the provisions and details reported in the QTA between the Parties. **10.2** Supplier shall, at EG's sole discretion and upon its request: (i) in case the quantity of Products is less than ordered: (a) deliver the Products (if greater than ten percent (10%) of the ordered quantity) without undue delay at Supplier's expense. To avoid doubt, EG will only pay the Consideration for the quantity of Products delivered; or (b) reimburse EG for the portion of the Consideration advanced by EG and related to the quantity of Products not delivered, or, if the invoice has not been paid, cancel the invoice and issue a new invoice for the actual amount of the Products delivered; (ii) in case of a defective Product: (a) replace the defective Product free of charge and as soon as possible with a Product conforming to the Order and the GTC; or (b) reimburse EG for the Consideration paid to Supplier for the defective Product, or, if the invoice has not been paid, cancel the invoice; and (c) in both cases, reimburse EG for any amount paid for the delivery of the defective Product to EG's warehouse and the costs for the return or disposal of the defective Product. If EG has provided Supplier with active pharmaceutical ingredient (API) or bulk on a consignment basis for the production and/or packaging of the Product, and the Product is found to be defective in terms of quality, EG will be entitled to a full reimbursement of the active pharmaceutical ingredient or bulk delivered to Supplier under the consignment regime. If the Parties agree or the expert appointed to resolve the dispute determines that the Product was not a defective Product, clause (ii) – (c) shall not apply and EG shall pay the Consideration for the quantity of Product that was not defective. **10.3** EG shall be responsible for managing all Product complaints in the countries where it distributes the Product. Supplier shall provide, without undue delay, all necessary support and documentation requested by EG and shall fully comply with the provisions resulting from the complaints, in accordance with the QTA.

11. PRODUCT RECALLS 11.1 If EG determines that the Product must be recalled (a "Recall" means the events described in GMP - Volume 4 - Part I), it shall immediately notify Supplier in order to reach an agreement on the actions to be taken and who will implement them. The Recall decision, which is EG's responsibility, must involve the senior management of both Parties and all competent authorities, as required by applicable regulations. Supplier shall support EG in the Recall activities, while EG is responsible for the Recall of the Product from the market and informing the competent

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authorities. For the management of issues related to the Recall, reference is made to the QTA between the Parties. **11.2** If a Product Recall is necessary or otherwise carried out because the Product was found to be defective or due to the fault, breach, or negligence of Supplier, Supplier shall, without prejudice to EG's other rights and remedies, be responsible for all losses and expenses (including reasonable internal costs and external expenses incurred or associated with the organization and coordination of the Recall, notification, destruction, transport, and return of the recalled Product) related to such Recall. **11.3** In addition to any other remedy provided in the GTC or under applicable laws, if the Recall arises from or is the result of a defective Product or a breach of this agreement or negligence on the part of Supplier, Supplier shall, at EG's option, alternatively: (a) supply the Products, at no cost to EG, in sufficient quantity to replace the quantity of the Products subject to the Recall; or (b) reimburse EG or grant a credit to EG (against outstanding credits due by EG with respect to the Consideration of the Products to be delivered to EG under any Order), for amounts equal to the Consideration paid by EG to Supplier for the Products subject to the Recall.

12. WARRANTIES 12.1 Supplier declares and warrants to EG, during the term of the agreement, that: (a) it has and will continue to have all necessary approvals and requirements mandated by applicable law and the QTA for the manufacture of the Products; (b) the Products delivered by Supplier to EG under this agreement have been manufactured and supplied in accordance with the Product requirements included in the GMP and the QTA and will have the agreed residual shelf-life; (c) it has and will have throughout the term of the agreement adequately qualified and trained personnel, suitable premises and spaces, appropriate equipment and services, correct materials, containers and labels, adequate storage, and knowledge and experience to fulfill its obligations, as further detailed in the QTA; (d) it will fulfill (and ensure that all its subcontractors authorized by EG will fulfill) all its obligations under this agreement in accordance with applicable laws and the QTA, to which reference is made for further details; (e) it is not (and its employees, officers, and directors have not been) debarred or subject to debarment, and that it has imposed obligations in its agreements with any subcontractors, so that such subcontractors do not use, in the performance of their obligations under the agreement with Supplier, the services of any person known to be debarred or suspended under any applicable current legislation, and will promptly notify EG in writing of any debarment or suspension of which it becomes aware; (f) in its production activities (exclusively with regard to Supplier's contribution) it does not infringe any third-party intellectual property. **12.2** Supplier is also responsible for any direct and/or indirect detrimental consequences, of any nature whatsoever, that may arise for EG as a result of breaches of legal warranties and/or those provided for under these GTC. **12.3** In the event that, during the warranty period, EG detects a breach of one or more warranties issued under the

preceding articles, it shall notify Supplier. If it is not possible for Supplier to fully remedy its defaults in time, EG, without prejudice to its legal rights, including and without exclusion of others, the right to refuse to make payments in whole or in part, as the case may be, may, after notifying Supplier: (i) take appropriate actions to remedy the defects and/or make the Products compliant; (ii) procure from another party, in which case - it being understood that this will not diminish, even partially, the rights arising from the breach of warranty - all costs and expenses (including material, additional working hours, etc.) incurred by EG, shall be borne by Supplier, it being understood that any action by EG is exclusively aimed at attempting to limit greater damage, without this implying acceptance of any default or waiver of any action or right of EG. **12.4** The provisions of this article shall be understood to be in addition to any other right and remedy guaranteed by applicable law, including compensation for any direct and/or indirect damage that EG may suffer in relation to this article.

13. LIABILITY 13.1 Supplier shall indemnify and hold harmless EG, STADA, and STADA's affiliates and their respective officers, directors, employees, and agents ("**Indemnified Parties**") from and against any and all losses and costs (including legal fees) arising from or in connection with any third-party claim or action caused by, related to, based on, arising from, or in connection with: (i) any non-conformity of the Products supplied under this agreement to the specifications at the time of delivery to EG; (ii) any failure to produce the Products in accordance with the Product requirements; (iii) any breach of any representation or warranty, undertaking/obligation of Supplier under this agreement; (iv) any claim arising from any intellectual property used by Supplier in the performance of this agreement (except background intellectual property) that infringes any patent, copyright, or trademark or misappropriates any trade secret or other third-party intellectual property; (v) or any act or omission based on the negligence or willful misconduct of Supplier, provided, however, that Supplier shall not be liable to defend, indemnify, and hold harmless the Indemnified Parties for any loss to the extent that the losses arise from the negligence or willful misconduct of the Indemnified Parties themselves or from any other matter for which EG/STADA is required to provide indemnification. **13.2** Each of the Parties shall be liable to the other for any: (a) loss (direct or indirect) of profits, business, or reputation or (b) indirect or consequential loss or damage suffered or incurred by the other Party or exemplary or punitive damages, as a result of: (i) gross negligence, fraud, unlawful act, or willful misconduct of a Party; (ii) death or personal injury; (iii) breaches of confidentiality; or (iv) to the extent that such liability cannot be legally limited or excluded.

14. TERMINATION 14.1 EG shall have the right to withdraw early from this agreement, at any time, with at least thirty (30) days' notice, to be communicated to Supplier by registered letter with return receipt or certified email (PEC). Notwithstanding Article 1671 of the Italian Civil Code, EG's obligation to pay Supplier any reimbursements or indemnities

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whatsoever is explicitly excluded. **14.2** This agreement may be terminated immediately by one Party, by written notice to the other Party, if the latter: (i) commits a persistent and significant breach of its obligations, without remedying it, even if possible, within fifteen (15) days of receiving written notice of such breach from the performing Party, (ii) is unable to pay its debts or becomes subject to insolvency proceedings. EG may terminate this agreement, in whole or in part, with ten (10) days' written notice to Supplier in the event that: (i) before the relationship has commenced execution, Supplier has breached contractual good faith, (ii) Supplier undergoes a change of control, (iii) Supplier assigns, in whole or in part, its assets, (iv) the relationship with Supplier may cause harm to EG, or (v) in the event of legal or regulatory provisions and/or administrative measures affecting the Product contemplated in the Order, rendering it useless or unusable.

15. CONFIDENTIALITY 15.1 Supplier undertakes to keep strictly confidential and in any case not to disclose to third parties - and to ensure that its employees, collaborators, assistants, and consultants keep strictly confidential and do not disclose to third parties (thereby also guaranteeing the act of the third party pursuant to Article 1381 of the Italian Civil Code) and do not make any use of all information of any nature, know-how, internal procedures, programs, and initiatives, relating to the Order and the GTC, to EG, its assets, employees, consultants, customers, and suppliers, of which it becomes aware in connection with the subject matter of the GTC (the "**Confidential Information**") and this both during the execution of any contractual relationship and after its dissolution, termination, or early cessation (whatever the cause). **15.2** Supplier undertakes not to issue, without specific written authorization from EG and unless specifically required by law or order of the judicial or police authority, any declaration or communication to social security, insurance, or inspection bodies or institutions and, in general, to third parties, if such declarations or communications may also have effects on EG. **15.3** Otherwise, Supplier shall be liable to EG for any inaccurate, incomplete, false, or unverifiable declarations, with EG having the right to terminate, pursuant to Article 1456 of the Italian Civil Code, any contracts concluded in execution of the provisions of the GTC and to obtain compensation for any damage caused to it by Supplier. **15.4** The confidentiality undertaking referred to in this article shall be valid for the entire duration of the Order concluded in execution of the GTC and for ten (10) years following the date of its complete execution, termination, or early cessation (for any reason) or, if later, until the date on which the Confidential Information has legitimately become public domain or has ceased to have commercial value.

6. PRIVACY 16.1 Each Party undertakes to process any personal data collected within the scope of the GTC in accordance with Regulation (EU) 2016/679 ("**GDPR**") and the applicable laws on personal data protection. Each Party shall, in any case, remain the exclusive data controller for the processing carried out by it and, consequently, shall have

exclusive responsibility for it. **16.2** Supplier declares to have read the information available on the website www.egstada.it and also declares to have informed the natural persons acting on its behalf and obtained, where necessary, their consent.

17. COMPLIANCE 17.1 Supplier declares to be aware of, respect, and not violate the current legislation on anti-corruption - including Italian Legislative Decree 8 June 2001 no. 231 ("**Legislative Decree No. 231/2001**"). Supplier declares to have read the Egualia Code of Ethics (available at the link Egualia - Governance e deontologia), EG's Code of Ethics (the "**Code of Ethics**") and EG's Organization, Management, and Control Model ("**Model**") (published on the website www.egstada.it) and guarantees, for itself and for its collaborators, consultants, agents, or suppliers that, within the scope or for the purposes of the execution of the provisions of the GTC, no conduct will be carried out that deviates from what is provided in the aforementioned documentation or, in any case, such as to potentially constitute conduct for which the entity's liability is provided for under Legislative Decree no. 231/2001 and subsequent amendments. Compliance with the above constitutes an essential condition for the continuation of the relationship. Therefore, the Parties mutually acknowledge that the violation of these obligations will constitute a serious breach and will entitle EG, pursuant to Article 1456 of the Italian Civil Code, to terminate this contract, with immediate effect, by giving notice via registered letter with return receipt, without prejudice to the right to compensation for any damage resulting from the aforementioned violation. The obligations provided herein are also assumed for the act of a third party pursuant to Article 1381 of the Italian Civil Code. **17.2** Supplier undertakes, in the performance of its commercial relationship with EG, that it, its affiliates, its directors, officers, employees, agents, and other representatives will act in full compliance with all applicable anti-corruption laws, including, but not limited to, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and any other local anti-corruption laws (as amended from time to time). Supplier further guarantees that neither it, nor any of its and its affiliates, directors, officers, employees, and other representatives, directly or indirectly: (i) offers, promises, or provides any payment, benefit, or other advantage or anything of value to any public official (as defined in the relevant anti-corruption laws) or to any other third party (including HCP/HCO) to influence their conduct and/or as an inducement for any illegal, unethical action or a breach of trust; (ii) gives anything of value to a public official without prior written authorization from EG, regardless of whether such gift/benefit may constitute a violation of applicable anti-corruption laws, unless required by law, in which case EG must be notified in advance; and (iii) requests or accepts a promise or receives any payment, benefit, or other advantage or anything of value from any third party for itself or for a third party to influence, discourage, or encourage its conduct and/or as an inducement for an improper advantage in the procurement of goods or services in connection with this

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agreement. Supplier shall report to EG any breach of the obligations arising from this compliance clause. EG shall have the right (either directly or through appointed parties subject to antitrust and confidentiality requirements) to audit Supplier at its own expense during normal business hours and with reasonable prior notice, in the event that EG reasonably believes that Supplier is breaching its compliance commitments under this clause. Furthermore, upon EG's request, Supplier shall certify its compliance with its commitments under this clause. Supplier is aware and acknowledges that EG may not consider the contractual partner for future business relationships if it is involved in corruption, collusive business practices, or any other form of corruption. Any breach of the compliance commitments under this clause shall constitute a material breach of this agreement and EG shall have the right, without prejudice to further rights, to terminate this agreement for just cause. Supplier shall indemnify and hold harmless EG from any loss or damage arising from any breach of its compliance commitments under this agreement by Supplier and any of its (and/or its affiliate's) directors, officers, employees, agents, and other representatives. **17.3** STADA has outlined its interpretation of certain ESG standards ("**ESG Standards**") in its Code of Conduct for Business Partners ("**STADA BPCoC**"), accessible at the link: [stada-business-partners-code-of-conduct.pdf](#). STADA/EG expects Supplier, in its commercial relationship with EG, to act in accordance with these ESG Standards and the STADA BPCoC. Supplier shall make reasonable efforts to ensure that these ESG Standards are also applied by its suppliers (at any level) and to ensure that such suppliers adhere to the substantive provisions of the STADA BPCoC. **17.4** As integrity is crucial for the STADA Group, both Parties shall act in full compliance with applicable Trade Controls. "**Trade Controls**" means laws and regulations relating to trade sanctions, export controls, and anti-boycott regulations, as managed by entities such as the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"), the U.S. Department of Commerce's Bureau of Industry and Security ("**BIS**"), the German Federal Office for Economic Affairs and Export Control ("**BAFA**"), and equivalent authorities in the EEA, Switzerland, and the United Kingdom. Supplier undertakes to: (i) fully comply with all Trade Controls; (ii) not undertake (directly or indirectly) any transaction involving the Products that violates applicable Trade Controls; (iii) in relation to the commercial relationship with EG, not procure, manufacture, or otherwise obtain products or components from restricted countries, individuals, or entities in violation of Trade Controls, including those listed on applicable sanctions lists. Supplier also declares that neither it nor its affiliates or personnel are restricted persons under Trade Controls. Supplier must: (i) immediately report to EG any change that may affect this status; (ii) maintain accurate records of all transactions and compliance measures related to the commercial relationship with EG for at least three (3) years from the date of termination or expiration of such relationship, ensuring that such records

are available for audit by EG; (iii) fully cooperate during EG's audits and promptly provide all necessary documentation and information. Supplier shall indemnify EG for any losses or damages arising from violations of Trade Controls and/or the provisions of this clause.

18. FORCE MAJEURE 18.1 Non-performance or delay in performance due to Force Majeure shall not give rise to liability, provided that the Party claiming such exemption immediately notifies the other Party in writing upon the occurrence of the Force Majeure event. **18.2 "Force Majeure"** means any unforeseeable and unavoidable event beyond the control of the Parties, the occurrence of which is not due to actions or omissions attributable to them and which, by its nature and extent, is such as to prevent the fulfillment of contractual obligations. By way of example and not limitation, Force Majeure events include natural disasters (e.g., earthquakes, floods, etc.) and any legal and/or administrative and ministerial provisions issued during the term of this contract. A change in the market price of components necessary for the manufacture of the Products or a change in the macroeconomic situation and/or the reference market cannot be considered Force Majeure. **18.3** The Parties shall agree on any necessary actions to minimize the effects of Force Majeure events, including any modifications to the Order. **18.4** In the event that the Force Majeure event prevents the performance of one of the Parties for more than thirty (30) consecutive days, after this period, each Party may withdraw from the contract, with effect from the date of receipt of the relevant communication, to be sent to the other Party by registered letter with return receipt. **18.5** EG may withdraw from the entire agreement if the production of more than thirty percent (30%) of the total annual quantities (as ordered in the previous twelve (12) month period) is affected by the Force Majeure event.

19. COMMUNICATIONS 19.1 Any communication or notice from each Party to the other concerning the GTC or the contract must be made in writing and sent to the addresses specified below, or to different addresses that a Party may communicate to the other in writing thereafter: (i) For EG: EG S.p.A., Via Pavia 6 – 20136 Milan Tel: +39 02 8310371 Procurement Department – e-mail: orders@eglab.it; info@eglab.it; (ii) if for Supplier, to the address that must be indicated in the Order by Supplier itself or, failing that, to its registered office. **19.2** Supplier is obliged to ensure that the Order number is included in every letter, invoice, delivery note, or other written communication concerning the Order.

20. GOVERNING LAW AND JURISDICTION 20.1 This contract is governed by Italian law, without prejudice to the application of any further law that cannot be expressly derogated from or excluded. The applicability of the Convention on the International Sale of Goods ("**CISG**") is expressly excluded. **20.2** For any dispute concerning the GTC, the Court of Milan shall have exclusive jurisdiction.

21. MISCELLANEOUS 21.1 Each Contract, together with the Documentation, constitutes the entire agreement between the Parties in relation to the subject matter governed by it. It

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supersedes and replaces any previous agreement, undertaking, declaration, warranty of any nature whatsoever, verbal or written, relating to the content of the Contract itself.

21.2 In the negotiation, stipulation, and execution of the subject matter of the GTC, the Parties have acted and act as autonomous entrepreneurial entities. Therefore, the GTC cannot be interpreted as constituting joint-venture, partnership, association, agency, or similar relationships. No power of representation towards third parties is conferred by EG on Supplier. The employees, collaborators, consultants, and directors of one Party are not and cannot be considered as employees, collaborators, consultants, or directors of the other Party. In the execution of the subject matter of the GTC, Supplier shall act in full autonomy as regards the executive methods and criteria and shall not be subject to subordination or hierarchical dependence towards EG. Supplier, consequently, undertakes to indemnify and hold harmless EG from any damage, burden, cost, or expense, including legal fees, that may arise for the latter as a result of actions or omissions of Supplier's personnel. **21.3** No modification of the GTC or the Contract shall be effective between the Parties unless it has been drawn up in writing and previously signed by both Parties. **21.4** Supplier guarantees to have stipulated (and that it will maintain for the entire contractual duration) suitable insurance with a primary insurance company, whose maximum coverage is adequate for the supply carried out for EG; Supplier undertakes to provide, upon EG's request, written evidence of such policy. **21.5** Supplier shall allow EG (or third parties appointed by EG) to carry out audits in order to verify Supplier's compliance with what is indicated in the GTC, the SC, the Order, and/or the Documentation. In case of non-compliance by Supplier, the cost of the audit shall be borne by the latter. **21.6** Supplier may not assign to third parties, even partially, its credit and/or the related obligations and rights arising from the Order with EG, without the prior written consent of the latter. Supplier hereby consents to EG's possibility of assigning the Order and the Contract concluded under these GTC and/or the related obligations and rights, even partially, to third parties. **21.7** It is expressly understood that Supplier may not subcontract,

even partially, the manufacture of the Products subject to a Contract without prior written authorization from EG. In case of written approval of the subcontractor by EG, Supplier shall: (a) fully qualify and/or periodically review the subcontractor in accordance with applicable standard operating procedures, ensuring that the Subcontractor has the required or available experience, personnel, financial stability, insurance, and regulatory approvals; (b) ensure that all subcontractors comply with the provisions of the GTC; and (c) remain responsible for the fulfillment of all its obligations under these GTC. **21.8** Any tolerance by one of the Parties of conduct carried out by the other in violation of the provisions contained in the GTC shall not constitute a waiver of the rights arising from the violated provisions, nor of the right to demand the exact fulfillment of all terms and conditions provided herein. **21.9** The invalidity, ineffectiveness, and/or unenforceability, total or partial, of one or more of the clauses contained in the GTC shall not prejudice or limit the validity and applicability of the other provisions. The Parties undertake to replace in good faith the clauses that should prove invalid and/or ineffective with others that achieve, as far as possible, the same function.

Place, Date

Supplier

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Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, Supplier expressly approves the following clauses contained in the GTC: Articles 2-3-4-10-11-12-13-14-20-21.

Place, Date

Supplier

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Rev.: 2026, January.

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