



GENERAL TERMS AND CONDITIONS FOR PURCHASE OF GOODS AND SERVICES

**MSD Pharma Hungary
Korlátolt Felelősségű Társaság**

Effective as of September 23, 2022

1. Definitions

The following capitalized terms as used in the following terms and conditions, whether used singular or plural shall have the meanings set forth below:

- 1.1 **Affiliate** shall mean (i) company or other organization in which fifty (50) percent or more of the voting stock or ownership is directly or indirectly owned by the Buyer; or (ii) company or other organization that directly or indirectly owns fifty (50) percent or more of the voting stock or voting ownership in the Buyer; or (iii) company or other organization that directly or indirectly controls or is controlled by a company or organization defined in (i) or (ii).
- 1.2 **Agreement** shall mean the contract entered into by and between the Buyer and Supplier, incorporating the General Terms and Conditions, the Buyer's Purchase Order or the Specific Agreement.
- 1.3 **Buyer** shall mean MSD Pharma Hungary Kft (registered seat: 1095 Budapest, Lechner Ödön fasor 10/B.; company registry number: Cg.01-09-903998).
- 1.4 **Code** shall mean the MERCK's Business Partner Code of Conduct as in effect from time to time, a copy of which is available at <https://www.msd.com/company-overview/culture-and-values/code-of-conduct>/**General Terms and Conditions** shall mean these general terms and conditions to be used by the Buyer related to purchase of Goods and/or Services from the Supplier.
- 1.5 **Goods** shall mean the types of goods, material or other items described in the Purchase Order, or in the Specific Agreement.
- 1.6 **Specific Agreement** shall mean a separate agreement concluded by and between the Parties related to purchase of Goods and/or Services from the Supplier regardless of whether the Parties concluded it before the General Terms and Conditions entered into force.
- 1.7 **Party/Parties** shall mean the Buyer or the Supplier individually or together.
- 1.8 **Purchase Order** shall mean the order sent by the Buyer to the Supplier related to purchase of Goods and/or Services
- 1.9 **Services** shall mean all of the activities, services, obligations, duties requirements and responsibilities described in the Purchase Order or in the Specific Agreement.
- 1.10 **Supplier** shall mean the legal entity or natural person named in the Purchase Order from whom Goods and/or Services are being purchased by Buyer.
- 1.11 **Certificate of Completion** shall mean the document acknowledging the Supplier's performance in conformity with the Agreement.

2. General

- 2.1 The General Terms and Conditions form an integral part of and are applicable to every Purchase Order and Specific Agreement (if any) concluded by and between the Buyer and the Supplier, and to every and all documents prepared by the Parties related to the Purchase Order and Specific Agreement (if any).
- 2.2 The Agreement includes all the terms agreed upon by the Parties and supersedes any previous terms and conditions, agreements, contracts, customs or practice agreed, referred to, offered or relied on by the Parties, whether in negotiation or at any other time in the dealing between the Buyer and the Supplier, with reference to the Goods or

Services. Any and all customs considered generally applicable and widely known by parties to similar contracts do not apply to the Agreement.

- 2.3 The general terms and conditions of the Supplier are not part of the Agreement, regardless of whether they were expressly rejected by the Buyer or not unless the Buyer confirms their acceptance in writing to the Supplier.
- 2.4 Amendments to the Agreement are only binding if agreed by the Parties in writing.
- 2.5 If there is a conflict between the provisions of the Purchase Order or the Specific Agreement and of the General Terms and Conditions, the provisions of the Purchase Order and the Specific Agreement shall prevail.

3. Conclusion of the Agreement

- 3.1 Purchase Orders are sent in writing or in text form (via letter, fax or email) or from the COMET System to the Supplier along with the General Terms and Conditions. Purchase Orders, additions, and changes issued orally or by phone must be confirmed in writing or in text form (via letter, fax or email) in order to be legally binding.
- 3.2 The Supplier may accept the Purchase Order and the General Terms and Conditions immediately in writing or in text form (via letter, fax or email) to conclude the Agreement. If the Buyer does not receive an acceptance of the Purchase Order within three (3) working days from the submission of the Purchase Order to the Supplier, the Buyer will no longer be bound to the Purchase Order. The Parties may also conclude the Agreement by signing a Specific Agreement in addition to the General Terms and Conditions.
- 3.3 Unless otherwise agreed by the Parties the Agreement enters into force on the day of acceptance of the Purchase Order by the Supplier, or on the day of conclusion of the Specific Agreement.
- 3.4 Until the performance under the Agreement the Buyer may request changes regarding the performance by the Supplier. If this is accepted by the Supplier, the consequences of such changes, especially regarding additional or reduced costs and time or place of performance, shall be appropriately mutually agreed upon.
- 3.5 Unless otherwise agreed by the Parties the Buyer does not accept partial performance of the Goods and / or the Services from the Supplier.

4. Price and Payment

- 4.1 The Buyer shall pay the Supplier in consideration for the Goods and/or Services ordered by the Buyer a price set forth in the Purchase Order or in the Specific Agreement. Down payments and installment payments are made only if specifically agreed to in writing. Unless the Parties otherwise agree, the prices stated in the Purchase Order of the Buyer are in [EUR/HUF] and exclude all taxes and levies and includes all other costs required for the due performance of the Supplier, and qualifies as fixed prices unless agreed otherwise by the Parties.
- 4.2 Invoices of the Supplier shall be issued for the Buyer and shall be in compliance with the relevant Hungarian legal provisions. The invoices together with a copy of the Certificate

of Completion duly signed by the Buyer shall be sent to the Buyer and shall include the Purchase Order number of the Buyer.

- 4.3 Payments are made by the Buyer within ninety (90) days from the receipt of the invoice via bank transfer to the bank account of the Supplier indicated on the invoice.
- 4.4 The Buyer is entitled to offset its claims. The Supplier may not offset its claims disputed by the Buyer, and may not withhold the performance of any of the obligations under the Agreement.

5. Delivery of Goods and Rendering Services

- 5.1 The dates and deadlines specified in the Purchase Order or the Specific Agreement for the delivery of Goods and rendering Services are binding. If no other deadline is specified, the Goods and/or Services shall be provided within eight (8) days/a week after the Agreement entered into force.
- 5.2 If the deadline referred in Section 5.1 cannot be met by the Supplier, it must notify the Buyer in writing or in text form immediately and provide the Buyer with the new deadline. The Buyer may accept the new deadline in three (3) days after receiving the notification.
- 5.3 If the Buyer does not accept the new deadline stipulated in Section 5.2, it may cancel the Purchase Order and / or withdraw from the Specific Agreement at any time.
- 5.4 In case of delay the Buyer may claim from the Supplier a delay penalty of 0.2% of the price set forth in Purchase Order or the Specific Agreement per day.
- 5.5 The Buyer may cancel the Purchase Order or withdraw from the Specific Agreement in case of delay of at least thirty (30) days. The Buyer reserves the right to further claims including but not limited to damage claims related to the delay, however the delay penalty shall be deducted from the damage claims. In the case of mutually agreed changes in the delivery time, the delay penalty also applies to the newly agreed delivery time.
- 5.6 The Supplier shall deliver the Goods to the address and/render the Services at the address showed in the Purchase Order or in the Specific Agreement.

6. Transfer of Ownership and Pass of Risks

The ownership rights and the risks associated with the delivery of Goods and/or rendering Services will remain with the Supplier and shall transfer unencumbered and unconditionally to the Buyer when the duly signed Certificate of Completion is issued by the Buyer.

7. Packaging of Goods

- 7.1 The Supplier must mark the Goods as to be delivered to the Buyer, store them safely. The Supplier will neither provide or exhibit the Goods to third parties, nor grant third parties access to the Goods, except with the Buyer's prior written consent.
- 7.2 Each packaging is clearly marked with a shipping label on the outside clearly showing the Purchase Order number and the delivery address. Multiple cartons on the Purchase Order shall be marked as 1/2, 2/2 etc. Each Packaging shall mention its weight (gross, tare, net) in a legible and non-removable way.
- 7.3 The Supplier will ensure that the Goods are properly packaged and secured and (where the Supplier arranges for shipment) shipped in such manner that when transported they reach the place of delivery in good condition and can be unloaded from the shipping

vehicle safely. The Supplier is responsible for its own compliance and the compliance of carriers contracted by or on behalf of the Supplier with national, international and/or supranational provisions relating to packaging, safety and shipment.

8. Inspection of Goods

- 8.1 The Buyer shall check the Goods for any quantity or quality deviations or defects within maximum of three (3) working days from the time of delivery. The inspection regarding the quantity of the Goods shall take place based on the delivery note prepared by the Supplier. If there are no quantity or quality deviations or defects, the Buyer shall provide the duly signed Certificate of Completion to the Supplier.
- 8.2 Objection in relation to the quantity or quality deviations or defects shall be noted in a protocol drawn up by the Buyer, which shall be sent to the Supplier within the deadline stipulated in Section 8.1. Any claim arising from the deviations or defects regarding the quantity or quality of the Goods shall be fulfilled by the Supplier within three (3) working days after the receipt of the protocol from the Buyer.
- 8.3 For concealed deviations or hidden defects the deadline stipulated in Section 8.1 shall start on the day of discovery of the deviations or defects.
- 8.4 If the Goods require being put into operation the Supplier will do so and execute the trial run to discover any malfunction and/or defects in relation to the Goods. The Supplier shall also hand over all certification, authentication, letter of guarantee, know-how, plan, and all necessary information relating to the Goods to the Buyer at the time of delivery of the Goods.
- 8.5 The Buyer shall issue a duly signed Certificate of Completion to the Supplier if the conducted trial run does not discover any defects or faults and the Supplier hands over all documents listed in the Section 8.4 to the Buyer.
- 8.6 If the Supplier does not fulfil the claims listed in the protocol according to Section 8.2 within the time stipulated thereof the Buyer 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 or deviations; or to withdraw from the Agreement and claim for damages.
- 8.7 All additional costs resulting from the failure of the Supplier to comply with instructions or from faulty performances by the Supplier shall be borne by the Supplier.
- 8.8 The provisions of Section 8 do not affect the statutory warranty rights of the Buyer under Hungarian law.

9. Standard of Services

- 9.1 The Supplier shall devote its best effort to efficiently perform the Services with care, skill and diligence as requested by the Buyer.
- 9.2 At its sole discretion and at any time the Buyer shall be entitled to review the Services requested. If the Services are in accordance with the provisions of Agreement, the Buyer shall provide the duly signed Certificate of Completion to the Supplier.
- 9.3 The Supplier shall staff each Service with professional, well-trained and knowledgeable staff whose background and experience best suit the requirement of services. The

Supplier shall have sole responsibility for the supervision and monitoring of any of its staff.

10. Warranty

10.1 The Supplier warrants that the Goods and Services are

- i) new, of good quality and are free of any hidden defects;
- ii) in compliance with the relevant laws, regulations, standards;
- iii) entirely in accordance with the Buyer's requirements, specification, conditions, drawings, samples, operational requirements and/or other information provided by the Buyer;
- iv) free of design flaws;
- v) are complete and suitable for the business purpose and use indicated in the information provided by the Buyer; and
- vi) do not infringe any intellectual property right of third parties, this also in regard to the aforesaid business purpose and use, and that the Supplier is the owner of the intellectual property rights and holds sufficient rights to transfer the Goods free of obligations towards third parties.

10.2 In reference to the Goods, Supplier warrants that the provisions of the Hungarian and EU law have been met and that all approval documents required by authorities have been obtained and will be provided to the Buyer, that the Goods meet the requirements of the safety and quality standards generally maintained within the sector in question, and that the Goods will be provided with the approvals and certificates for use and they will be accompanied, in so far as necessary for the health and safety of persons or property, with the necessary and clear operating instruction, safety instructions and warning.

11. Indemnification, liability

11.1 The Supplier shall indemnify and hold the Buyer (and any other Affiliate of the Buyer) harmless from and against any and all loss, damage or expense (including without limitation reasonable attorneys' fees) that may be sustained or incurred as a result of

- (i) any negligent or willful act or omission of the Supplier of any of its employees, agents or subcontractors;
- (ii) any violation by the Supplier or any of its employees, agents or subcontractors of any law (including without limitation labor, social security, tax laws and laws against unfair competition);
- (iii) any actual or alleged failure of the Supplier to obtain required consents, authorizations, approvals or releases for use of the promotional materials or any infringement by any promotional material of any law (including without limitation labor, social security, tax laws and laws against unfair competition, patent right, copyright, trade secret right or other proprietary rights of any third party);
- (iv) any failure of the Supplier to perform any of its obligations under the Agreement.

11.2 To the fullest extent permissible by law, the Buyer shall not be liable for any damages or any indirect or consequential loss regardless of whether arising from negligence, breach

of contract, warranty, strict liability or otherwise, except the liability for death or personal injury or health damage and the liability for willful breach of contract.

12. Force Majeure

Neither the Supplier nor the Buyer will be obligated to perform their respective undertakings as set forth in the Agreement if the inability to do so is caused by circumstances that are outside of their control. In such circumstances, the obligations of the Party that cannot fulfill its undertaking are postponed for the period during which force majeure is said to apply. This presumes that all reasonable efforts have been made to fulfill the obligations of the Agreement and requires that the Party's postponed obligations are fulfilled as soon as possible after the force majeure situation ceases.

13. Insurance

The Supplier represents and warrants to have subscribed an appropriate insurance policy to cover its liabilities under the Agreement and will provide the Buyer with a copy of the certificate of insurance upon request. The Supplier shall notify the Buyer in writing of any changes in the insurance coverage (including without limitation cancellation, non-renewal or material modification of the policy) within three (3) working days after the change takes place.

14. Confidentiality

14.1 Information is not Confidential Information if:

- i. it is or becomes generally available to the public (other than as a result of its disclosure in breach of the Agreement); or
- ii. a Party can establish to the reasonable satisfaction of the other Party that it found out the information from a person not connected with the other Party or its Affiliates and that such person was not under any obligation of confidence in respect of the information at the time of its disclosure; or
- iii. a Party can establish to the reasonable satisfaction of the other Party that the information was known to the first Party before the date of the Agreement and that it was not under any obligation of confidence in respect of the information; or
- iv. the Parties agree in writing that it is not confidential.

14.2 Each Party shall at all times including after the termination of the Agreement keep confidential (and use all reasonable endeavors to ensure that its employees, agents, Affiliates and the employees and agents of such Affiliates, and the Company shall keep confidential) any Confidential Information and shall not use such Confidential Information except for the purpose of exercising or performing its rights and obligations under the Agreement, and shall not disclose such Confidential Information except:

- i. to its Affiliates, or to a Party's professional advisers, where such disclosure is for a purpose related to the operation of the Agreement; or
- ii. with the written consent of such of the Company or the Party or any of its Affiliates that the Confidential Information belongs to; or

- iii. as may be required by law or by the rules of any recognised stock exchange, or governmental or other regulatory body or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the Party to whom the Confidential Information belongs as much notice of such disclosure as possible; or
 - iv. to any tax authority to the extent reasonably required for the purposes of the tax affairs of the Party concerned or any of its Affiliates.
- 14.3 Each Party shall inform (and shall use all reasonable endeavours to procure that any Affiliate and the Company shall inform) any officer, employee or agent or any professional adviser advising it in relation to the matters referred to in the Agreement, or to whom it provides Confidential Information, that such information is confidential and shall require them:
- i. to keep it confidential; and
 - ii. not to disclose it to any third party (other than those persons to whom it has already been disclosed in accordance with the terms of the Agreement).
- 14.4 On termination of the Agreement, each Party shall (and shall use all reasonable endeavours to procure that its Affiliates, and its officers and employees and those of its Affiliates and the Company shall):
- i. return to the other Party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other Party's Confidential Information; and
 - ii. delete all the other Party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically practicable),
 - iii. provided that a recipient Party (and/or the Company, as the case may be) may retain documents and materials containing, reflecting, incorporating or based on the other Party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority.
- 14.5 The covenants and obligations of this Section 14.6. shall survive any termination or sooner determination of the Agreement, for any reason whatsoever, and each Party shall continue to observe its respective obligations set forth in this Section, regardless of whether a Party's rights hereunder are terminated or a Party ceases to be a party hereto.
- 14.6 Without prejudice to Section 14.4, the Parties agree that, if an individual Party fails to observe its obligations set forth under Sections 14.1 to 14.4, any of the other non-defaulting Parties shall be immediately entitled to injunctive and other equitable relief in a court of law ordering the individual Party in breach to specifically perform its obligations under this Section, and the Party in breach consents to the entry of such order and to such injunctive relief, and waives any rule or other requirement for the making of a bond or the provision of a security as a condition for obtaining such relief. Such rights to specific performance and an injunction shall be cumulative and in addition to all other legal and equitable rights and remedies the non-defaulting Party may have.

15. Data protection

15.1 Each Party shall, at its own expense, ensure that it complies, and assists the other Party to comply, with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including the Data Protection Legislation.

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

15.3 Data Privacy.

15.4 Definitions

“Data Protection Law” means any data protection, data security or privacy law, including, without limitation, the EU General Data Protection Regulation 2016/679 (the “GDPR”) and any national implementing legislation relating thereto and any Laws governing outbound telephone calls, transmission of electronic mail, transmission of facsimile messages and any other communication-related data protection, data security or privacy Laws, to which either Party, as applicable, is subject in connection with the Agreement.

“Personal Information” means any data relating to an identified or identifiable individual, including data that identifies an individual or that could be used to identify, locate, track, or contact an individual. Personal Information includes both directly identifiable information, such as a name, identification number or unique job title, and indirectly identifiable information such as date of birth, unique mobile or wearable device identifier, information that could be used to identify a household, telephone number, key-coded data or online identifiers, such as IP addresses, and includes any data that constitutes “personal data” under the GDPR or similar terms under other Data Protection Law.

“Process” means to perform any operation or set of operations on Personal Information or sets of Personal Information, whether or not by automatic means, such as collection, recording, organization, structuring, storage, access, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, evaluation, analysis, reporting, sharing, alignment or combination, restriction, erasure or destruction.

“Personal Data Breach” means an accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Personal Information, transmitted, stored or otherwise Processed.

In the event the definitions in this Section 15.3 are inconsistent with the definitions given similar terms or concepts under Data Protection Law, then the definition given any such similar term or concept under that applicable Data Protection Law shall prevail to the extent

of the inconsistency, so long as such inconsistency results in a broader definition of such term or concept.

Data Protection Law; Notices, Consent and Authorizations.

- i. Supplier shall comply with Data Protection Law in connection with performing its obligations under the Agreement, including, without limitation, in any Processing of any Personal Information.
- ii. Supplier represents and warrants that:

With respect to any Personal Information Processed under the Agreement, other than Personal Information for which Company is responsible under Data Protection Law for giving and obtaining the notices and consents, at the original point of collection of that Personal Information, necessary for Processing (so long as the Parties do not agree for Supplier to be responsible), (i) all notices will have been given and Supplier has and will maintain in effect during the Agreement all consents, approvals, authorizations, and rights necessary, to Process any such Personal Information, including, without limitation, sharing any Personal Information with Company, its Affiliates, or their respective agents or representatives, for any of them to use such Personal Information as contemplated in the Agreement and for any regulatory purposes, and (ii) Supplier will Process such Personal Information only in accordance with any such notice, consents, approvals and authorizations.

Supplier will Process Personal Information in connection with the Agreement only where it is lawful.

16. Publicity

Each Party agrees not to advertise or otherwise disclose to others the existence or the terms of the Agreement. Furthermore, each Party agrees not to use or reference in any advertising, sales promotion, press release or other communication, any direct or indirect reference to the other party (for the Buyer this also covers any reference to any of its Affiliates) or its products (including without limitation name, logo, trademark, trade name, picture, etc.) without the prior written consent of the other party. Any media interaction by the Supplier in connection or relating to the contractual relationship between the Parties shall require the prior written consent of the Buyer.

17. Intellectual Property

- 17.1 Unless expressly authorised in writing by the other Party, neither Party shall be entitled to use the other Party's Intellectual Property, including all adaptations and variations thereof and amendments thereto for any purpose.
- 17.2 All Intellectual Property belonging to a Party prior to the Effective Date developed by or for a Party independently of the Project, shall remain vested in that Party.
- 17.3 Each Party shall keep accurate records and give the other Party full written details (including all documents, plans, models, drawings, specifications and calculations) of all Intellectual Property, or Deliverables in which Intellectual Property rights subsist, made, created, devised and/or invented solely or jointly with others wholly or partially by such Party at any time during and arising out of the course of the Agreement. Supplier acknowledges that all Intellectual Property rights subsisting (or which may in the future subsist) in the Deliverables shall automatically, on creation, vest in MSD absolutely. To the extent that they do not vest automatically, Supplier agrees to assign and transfer all

rights, title and benefit in such Intellectual Property to MSD. Supplier agrees to promptly execute all documents and do all acts as may, in the opinion of MSD, be necessary to give effect to this Section.

- 17.4 To the extent permitted by law, Supplier hereby irrevocably waive all moral rights (and all similar rights in other jurisdictions) which Supplier has or will have in any Deliverables.
- 17.5 Supplier shall both during and after the termination or expiry of the Agreement, do all acts and things, and execute all such documents as MSD or its attorneys or professional advisors may reasonably require to secure MSD the ownership or registration for Intellectual Property rights in the Deliverables and to enforce or defend Intellectual Property rights in the Deliverables. Without prejudice to the generality of the foregoing, Supplier shall assist MSD in:
- i. any application to secure patents, design registrations and other registrations for Intellectual Property in any country of the world;
 - ii. any assignment of all rights, title and interest to any Deliverables, including Intellectual Property rights in any Deliverables to MSD pursuant to Section 17.3;
 - iii. any assignments of all rights, title and interest to the Deliverables, including Intellectual Property rights in the Deliverables, by MSD to any other party; and
 - iv. enforcing the Intellectual Property rights in the Deliverables and defending any challenge to the validity, enforceability or ownership by MSD of the Intellectual Property rights in the Deliverables.
- 17.6 Supplier irrevocably appoints MSD to be Supplier's attorney in Supplier's name and on Supplier's behalf to execute documents, use Supplier's name and do all things which are necessary or desirable for MSD to obtain for itself and its nominee the full benefit of this Section. A certificate in writing, signed by any director or authorised officer of MSD, that any instrument or acts fall within the authority conferred by the Agreement shall be conclusive evidence that such is the case as far as any third party is concerned.
- 17.7 To the extent any Deliverables include any Intellectual Property belonging to Supplier, Supplier grants to MSD and/or its Affiliates a royalty-free, worldwide, exclusive, nontransferable, irrevocable license to use such Intellectual Property.

18. Independent Parties

When performing the obligations set forth in the Agreement, the Supplier must always act as and be considered as an independent party in relation to the Buyer. Nothing in the Agreement shall be interpreted as the Supplier or any of its employees, agents or administrators being considered an employee, joint venture partner, agent or partner of the Buyer.

19. Subcontracting and Assignment

- 19.1 The Supplier shall not involve subcontractor in performing its obligations under the Agreement without the prior written consent of the Buyer. In this case, the Supplier shall at all times be responsible for the performance of the Agreement or part thereof by such subcontractor.
- 19.2 Neither party may assign to any third party, transfer or otherwise dispose of this Agreement in whole or in part or any of its rights or obligations thereunder, without prior written consent of the other party. The Buyer however may transfer or assign in whole or

in part any of its rights or its obligations under the Agreement to any company which is Affiliate of the Buyer without the Supplier's written consent. Any purported or attempted assignment in violation of this Section shall be null and void.

20. Conflict of Interest

The Supplier undertakes to disclose to the Buyer without delay any and all circumstances existing at the time of issue of the Purchase Order and concluding the Specific Agreement or arising at any time during the term of execution thereof and involving the Supplier or any of its Affiliates, which might constitute a conflict of interest for the business relationship between the Parties. In the event of a conflict of interest, the Supplier shall cease to render Services and/or deliver Goods to the Buyer if requested to do so. The Buyer shall be entitled to cancel the Purchase Order and withdraw from the Agreement with immediate effect without indemnity upon written notice to the Supplier.

21. Term and Termination of the Agreement

21.1 The Agreement remains in force until the contractual performance of Goods and / or Services or the Agreement is terminated as described below.

21.2 Either Party reserves the right to terminate the Agreement in writing with immediate effect in the event of serious breach of contract by the other Party. Serious breach of contract shall mean the violation or breach of one or more provisions of the Agreement including but not limited to:

- (i) obligations regarding the supervision and monitoring by the Supplier stipulated in Section 9.3;
- (ii) provisions regarding the certificate of insurance stipulated in Section 13;
- (iii) confidentiality provisions stipulated in Section 14;
- (iv) publicity provisions stipulated in Section 16;
- (v) ethical business practice requirements stipulated in Section 22;
- (vi) audit requirements stipulate in Section 23.

21.3 The Buyer may terminate the Agreement in writing with immediate effect upon the filing or institution of bankruptcy, reorganization, liquidation or receivership proceedings by the Supplier, or upon the failure by the Supplier for more than fifteen (15) days to take steps to oppose the initiation of such actions against it.

21.4 Termination of this Agreement shall be without prejudice to any other rights the Parties may have under the Agreement or under applicable law.

22. Ethical Business Practices and Code of Conduct

22.1 In performing its obligations hereunder, the Parties acknowledge that the corporate policy of MSD and its Affiliates requires that MSD's business be conducted within the letter and spirit of the law. By signing the Agreement, the Parties agree to conduct the business contemplated herein in a manner which is consistent with all applicable laws, including the U.S. Foreign Corrupt Practices Act and good business ethics as described in this Section and as communicated to Supplier by MSD or one of its Affiliates from time to time. Specifically, Supplier warrants and agrees that in connection with the Agreement and MSD's business relating thereto, it, its Affiliates, their Representatives, and anyone acting on their behalf shall not offer, make or promise any payment, either directly or

indirectly, of money or other assets (hereinafter collectively referred to as "Payment"), to any government, political party or international organization official, candidate or persons acting on behalf of any of the foregoing or directly associated with them including their staff, business partners, close associates and family (hereinafter collectively referred to as "Officials") where such Payment would constitute a violation of any applicable law. In addition, regardless of legality, the Parties shall make no Payment, either directly or indirectly, to Officials if such Payment is for the purpose of improperly influencing decisions or actions with respect to the subject matter of the Agreement or the business activities of MSD or its Affiliates. Supplier shall indemnify MSD against all claims, liabilities, demands, losses, fines and penalties which in any way resulted from the failure of Supplier to comply with this Section 22.

- 22.2 Supplier represents and warrants to the best of its knowledge, that Supplier and its Affiliates have provided complete and accurate information and documentation to MSD, its Affiliates, and their Representatives in the course of any due diligence that was conducted, including disclosure of any officers, employees, owners or persons directly or indirectly retained by Supplier who are in a capacity that may reasonably provide an opportunity to influence decisions or actions with respect to the subject matter of the Agreement or the business activities of MSD or its Affiliates. Supplier also acknowledges and agrees that in the event that Supplier engages an Affiliate, subcontractor or agent, that Supplier will conduct due diligence on such Affiliate, subcontractor or agent consistent with the requirements set forth in this Section 22, and will maintain adequate records and provide such records to MSD to evidence such due diligence was conducted and any identified risks were mitigated. Supplier shall make all further disclosures as necessary to ensure the information provided remains complete and accurate for the duration of the Term. Supplier further covenants that any future information and documentation submitted as part of further due diligence or a certification shall be complete and accurate to the best of its knowledge.
- 22.3 Supplier represents, warrants and covenants that all books, records, invoices, and other documents relating to payments and expenses under the Agreement or any Statement of Work are and shall be complete and accurate and reflect in reasonable detail the character and amount of transactions and expenditures.
- 22.4 Supplier further represents, warrants and agrees that no "off the books" or other similar funds will be maintained or used in connection with the Agreement or any Statement of Work. Except as expressly provided for in the Agreement, without obtaining the prior written consent of MSD, which shall not be unreasonably withheld, Supplier shall not hire or retain subcontractors or agents who will be interacting with Officials on behalf or at the request of Supplier who may have an opportunity to influence decisions or actions with respect to the subject matter of the Agreement or any Statement of Work or the business activities of MSD or its Affiliates.
- 22.5 Supplier agrees to ensure that all of Supplier's, its Affiliates' representatives, agents and subcontractors involved in performing the obligations under the Agreement are made specifically aware of the compliance requirements under this Section, including without limitation, by participation of such personnel, employees, agents and subcontractors in mandatory training to be conducted by Supplier regarding such requirements prior to performing any obligations under the Agreement. Supplier further agrees to certify its continuing compliance with the requirements under this Section on a periodic basis during the term of the Agreement in such form as reasonably required by MSD. Supplier agrees to and shall cause its Personnel or subcontractors to implement and/or sustain a

compliance program, to comply with the requirements of this Section and to maintain adequate records of such compliance program.

- 22.6 MSD endeavours to hold itself and 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 the Agreement, including without limitation its obligations under Section 22 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 <https://www.msd.com/company-overview/culture-and-values/code-of-conduct/>. In the event of a conflict between the obligations in this Section and MSD's Code of Conduct, on the one hand, and any other provision in the Agreement, on the other hand, such other provision of the Agreement shall prevail (but only to the extent of the conflict).
- 22.7 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 the Agreement, on the other hand, such other provision of the Agreement shall prevail (but only to the extent of the conflict).
- 22.8 MSD reserves the right, in its sole discretion, to audit the Supplier's operations, books and records to ensure compliance with this Section for a period of two (2) years following termination and/or expiry of the Agreement. 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 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 the Agreement.
- 22.9 In the event an audit identifies a non-conformance by the Supplier with this Section, 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 endeavour, whenever practicable, to work with the Supplier to remedy the issue and put in place a corrective action plan.
- 22.10 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 the Agreement, at law or in equity, MSD reserves the right to terminate the Agreement in the event the Supplier fails to cure such refusal or failure within 90 days after written notice from MSD.
- 22.11 Without prejudice to any rights of MSD under the Agreement, any violation of, or any breach of a representation or warranty set forth in, this Section shall be a material breach of the Agreement, and in such event, MSD may terminate the Agreement immediately without payment of penalty or damages or further performance of any kind.

23. Audit

- 23.1 The Supplier agrees that it will provide all documentation reasonably requested by the Buyer 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 the Agreement, on the other hand, such other provision of the Agreement shall control (but only to the extent of the conflict).

- 23.2 The Buyer reserves the right, in its sole discretion, to audit Supplier's operations, books and records to ensure compliance with the Code for the period of two (2) years following the termination of the Agreement. The Buyer 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 such notice and will confirm the date on which the audit will occur within fourteen (14) days after receipt of such notice. The Buyer or its third-party auditor may interview Supplier employees as part of or in connection with the audit. This audit right shall be in addition to any other audit rights granted in the Agreement.
- 23.3 If an audit identifies a non-conformance by the Supplier with the Code, the Supplier will promptly take corrective action to remedy the non-conformance. The Buyer reserves the right to approve all corrective actions. Corrective actions shall be implemented by the Supplier at Supplier's expense. The Buyer will endeavor, whenever practicable, to work with the Supplier to remedy the issue and put in place a corrective action plan.
- 23.4 If 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, the Buyer reserves the right to terminate the Agreement in the event the Supplier fails to cure such refusal or failure within ninety (90) days after written notice of the Buyer.

24. Denied Parties

- 24.1 The Supplier represents and warrants that the Supplier is not nor any of its representatives, as applicable, are listed on any of the U.S. or EU denied parties lists, or any other denied parties list issued by another jurisdiction which is applicable to the products or technical data supplied under the Agreement, as notified by MSD to the Supplier from time to time, all of the foregoing collectively referred to as "Denied Parties Lists". As of the date of the Agreement, the Denied Parties Lists consist of the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons (the "SDN List") (<http://www.treasury.gov/ofac/downloads/t11sdn.pdf>), the U.S. Commerce Department's Denied Persons List (<http://www.bis.doc.gov/dpl/thedeniallist.asp>) and Entity List (<http://www.bis.doc.gov/entities/default.htm>), and the Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions (http://ec.europa.eu/external_relations/cfsp/sanctions/list/version4/global/e_ctlview.html). The Supplier further represents and warrants that it is not directly owned by 50% or more by a person listed on the SDN List. The Supplier further represents and warrants that the Supplier shall notify MSD in writing immediately if the Supplier or any of its legal representatives become listed on any of the U.S. or EU denied parties lists or if the Supplier becomes owned by 50% or more by a person listed on the SDN List.
- 24.2 In case of an inaccuracy in or a breach of the representations and warranties provided for above, MSD has the right, in its sole discretion, to terminate the Agreement immediately and without penalty to the Supplier. The Supplier agrees to indemnify and hold harmless MSD for any inaccuracy or breach of the representations and warranties provided for above. This provision shall survive termination and cancellation of the Agreement.

25. Supplier Expectations

Without limiting any of Supplier's other obligations hereunder, and without limiting any of the express warranties or obligations agreed to elsewhere in this Agreement, including

without limitation its obligations hereof, the Buyer expects that the Supplier will abide by the letter and the spirit of MERCK's Supplier Performance Expectations, as in effect from time to time, a copy of which is available at <https://www.msd.com/company-overview/culture-and-values/code-of-conduct/>. In the event of a conflict between the obligations in this Section and MERCK's Supplier Performance Expectations, on the one hand, and any other provision of this Agreement, on the other hand, such other provision of this Agreement shall prevail (but only to the extent of the conflict).

26. Requirements for social media collaborations

26.1 Supplier agrees that any postings will be made only on platforms agreed to by Buyer and must only consist of platform functionalities Proprietary that have publicly viewable comments, or with direct messaging disabled.

26.2 Instagram Stories may only be activated in the following manner:

- Supplier agrees to disable the Instagram 'Allow Message
- Reply' feature for all stories, whether organic or paid, while the company approved content is available.
- Supplier will not add the story to their Highlights or any other location on the platform for enduring use.
- Supplier may use the 'Swipe Up' feature to take the user to a website destination as this also disables direct messages.
- If a Direct Message related to the sponsored content is received, the Supplier will transmit the information to the agency or MSD point of contact per contract requirement 26.3.

26.3 Supplier understands and acknowledges that Buyer is a regulated entity subject to applicable laws and regulations, including applicable laws and regulations of the Food and Drug Administration and the Federal Trade Commission. Accordingly, to ensure compliance with these laws and regulations, Supplier will only post messages that have been developed and approved by the Buyer prior to posting. Supplier will not respond to social media comments or questions about the activity without advance MSD approval. Supplier agrees to delete sponsored content 4 weeks after posting, at the end of the contract, or whichever comes first, unless another time period is agreed to in writing by the MSD.

26.4 Supplier understands and supports the social media campaign's objectives.

26.5 APPLICABLE TO VACCINE CAMPAIGNS: Supplier understands and acknowledges that participation in the social media campaign sponsored by the Buyer may result in negative social media commentary, including criticism of Supplier.

- In particular, Supplier acknowledges that (i) the social media campaign relates to vaccines or vaccination, (ii) persons, groups or organizations who oppose vaccines or vaccination are active online, on social media, and otherwise, and (iii) such persons groups and/or organizations may respond to the campaign, including Supplier's participation therein, in public and private forums including without limitation, online and on social media.

26.6 Supplier understands and acknowledges that all social media posts related to the social media campaign sponsored by the Company will prominently disclose Supplier's connection to the Buyer. These disclosures are intended to ensure that the viewing

audience is informed of the connection to the Buyer in every sponsored post through inclusion of disclosures such as #ad, #sponsored and #Merckpartner.

26.7 During the course of the activities of the Agreement, should Supplier receive any information that he or she believes is related to the safety or quality of the Buyer's product (such as product didn't work), he/she will transmit the information via fax#: or telephone#: to vendor or Buyer designated point of contact within one (1) business day or three (3) calendar days, whichever is shorter from date of receipt. The receiving party will confirm receipt of information within one (1) business day. If confirmation is not received by the sending party, then the sending party will contact the receiving party to determine if the original report needs to be re-sent.

26.8 Supplier agrees that the Buyer may respond to a comment or question to Supplier's sponsored post(s), at any time, without any notice to or approval from Supplier, on Supplier's social media assets or any other place the Buyer deems appropriate, publicly or privately directly to the person posting that comment or question. Such post by the Buyer will indicate that the post is by the Buyer. If the functionality of the social platform does not support the Buyer to directly comment, the Supplier agrees to publish the preapproved content on behalf of the Buyer.

Upon Buyer requests, Supplier will post a response, in the channel and method selected by the Buyer, with content provided by the Buyer, and at the time required by client, including without limitation, a post to inform the person posting a comment or question that the comment or question may or has been shared with Buyer, as the sponsor of the content of the original post.

27. Headings

The headings used in the General Terms and Conditions are intended to facilitate reading of the General Terms and Conditions and are in no way intended to affect the content of any Section or any right or obligation of the Parties.

28. Amendment

The Buyer may at any time amend the General Terms and Conditions unilaterally. Amendments shall be applied to Purchase Orders after the effective date of such amendment.

29. Invalidity

Should any of the General Terms and Conditions become in whole or in part invalid, the remaining provisions shall remain in force and be binding upon the Parties. In such instance, the Buyer will be authorized to replace the invalid or non-binding part by valid provision that is the closest to the aim of the General Terms and Conditions and the invalid provision, and the economic effect of which match those of the invalid provision.

30. Notices

All notices that either Party is required or may serve upon the other Party shall be in writing and may be served personally, or by priority mail service, certified and return

receipt requested, or via facsimile transmission addressed as specified in the Purchase Order.

31. Applicable Law and Resolution of Disputes

- 31.1 All legal relationships between the Buyer and the Supplier are governed by the laws of Hungary, with the exclusion of the Vienna Sales Convention (CISG).
- 31.2 In the event of any controversy or claim arising from or in connection with the General Terms and Conditions or the Purchase Order or the Agreement whatsoever – including but not limited to the breach, termination, validity, interpretation of the General Terms and Conditions-, the Parties shall try to settle such conflict amicably between themselves. Should they fail to agree within thirty (30) days from the commencement of negotiations, the Parties shall submit the matter to the Permanent Court of Arbitration operating at the Hungarian Chamber of Commerce and Industry in Budapest, Hungary, in accordance with its own Rules of Proceedings effective as of September 1, 2019. The arbitration proceedings shall be conducted before a panel of three (3) arbitrators, two (2) arbitrator selected by each of the Parties and the third arbitrator selected by the other two (2) arbitrators. The venue of the arbitration proceedings shall be Budapest, Hungary and the language of such proceedings shall be English. The decision of the Arbitration Court shall be binding on the Parties and there shall be no appeal or other judicial challenge against it.