

Opella Luxembourg – General Terms and Conditions of Purchase

Definitions

- CLIENT: Opella entity having issued the purchase order .
- SUPPLIER: supplier entity that has received the purchase order
- Order: The contractual agreement including the Purchase Order, GTCs, and any Special Conditions, as specified in Section 2.1 here below.
- Good(s): Any tangible items supplied under the Order.
- Service(s): Any tasks or deliverables performed under the Order.
- Parties: means either the Client or the Supplier may be collectively referred to as the “Parties” or individually as a “Party”.
- Day(s): a calendar day(s).
- GTCs: These General Terms and Conditions of Purchase.

Governing Law

These GTCs shall be governed and construed in accordance with the laws of Luxembourg, without regard to the conflicts of law principles thereof, and shall in no case be governed by United Nations Convention on Contracts for the International Sale of Goods.

ARTICLE 1 Scope of GTCs

These GTCs are intended to apply in the relations between SUPPLIER and CLIENT placing an Order. A company is considered to belong to the Opella group when it controls, or is controlled or under common control within the meaning of the Article L.233-3 of the Luxembourgish Commercial Code. These GTCs apply indifferently to the supply of Good(s) and/or the performance of one or more Service(s), also of any kind, by the SUPPLIER for the benefit of the CLIENT as part of the Order formalized according to these GTCs. The CLIENT may consider negotiating the general terms and conditions of sale of the SUPPLIER and its GTCs, in the event of a contradiction between these conditions and those of the SUPPLIER or in the event of a specific relationship. The GTCs may only be modified or waived by a duly executed written agreement between CLIENT and SUPPLIER. If an Order was issued in the context of the performance of a contract concluded for this purpose between the Parties, only the provisions of said contract shall prevail. The GTCs will only apply in the absence of specific provisions provided for in this contract.

ARTICLE 2 Definition of the Order (contractual documentation)

2.1. Definition of the Order

The Order consists of the purchase order (hereinafter the "Purchase Order"), the GTCs and, if applicable, the special conditions (hereinafter the "Special Conditions"). In the event of supply of Goods, the Purchase Order identifies at least the Good(s), the quantities, delivery schedule, locations and/or delivery sites

of the Opella group companies concerned, and the agreed price(s). In the event of a Service to be performed, the Purchase Order identifies at least the Service(s), the format of the Service(s), the schedule of performance, the sites and companies of the Opella group concerned and the agreed price(s). The Order may be subject to Special Conditions specific to the nature of the Good(s) to be provided or the Service(s) to be performed and are attached to the Purchase Order. The Special Conditions include, in particular, the specifications, technical requirements, etc. They may, if applicable, specify the methods of performance of one (of) the Service(s), and/or supplement the GTCs, in particular with regard to any plan for continuation or resumption of activity, or reversibility. In the event of a contradiction between these GTCs and the Special Conditions, the provisions of the Special Conditions shall prevail. The Purchase Order systematically specifies that the Order is subject to the GTCs and Special Conditions.

2.2. Formalization of the Order

The CLIENT sends the SUPPLIER the Purchase Order from any authorized person.

2.3. Acceptance of the Order - enforceability of the GTCs

Unless otherwise stipulated in the Special Conditions, the SUPPLIER must, within a maximum period of fifteen (15) Days after receipt of the Order, acknowledge receipt "for unreserved acceptance" of all the provisions of the Order. The absence of a response from the SUPPLIER replaced by a start of

execution or receipt of the invoice corresponding to the Purchase Order will presume acceptance of the Order by the SUPPLIER. In the event of a reservation by one of the Parties on the GTCs or the terms and conditions of sale of the SUPPLIER, the Parties undertake to agree on the terms of the specific contract.

2.4. Modification of the Order

Furthermore, any modification, addition or substitution, which would be made to the terms of the Order, occurring after receipt without reservation from the SUPPLIER and before receipt of the Good(s) or Service(s), may only be considered approved by the CLIENT if it has been the subject of a written agreement of the latter. It cannot be the subject of an execution start until such approval is obtained.

ARTICLE 3 Price

Prices are exclusive of taxes. Unless otherwise provided for in the Purchase Order, they are lump sum and can be reviewed by amendment and/or new version of the Order, they are established in euro (€). The Parties undertake to negotiate price changes in the case of significant changes in costs impacting the general economy of the contract. If the purpose of the Services relates to the performance of a work or results covered by intellectual property rights, the price also includes the transfer of said rights, as specified in Article 20 here below.

ARTICLE 4 Invoicing and payment terms

4.1. Electronic invoicing

Unless provided for by the applicable regulations, the invoices sent by the

SUPPLIER to the CLIENT are issued on the date of delivery of the Good or after performance of the Service ordered. The SUPPLIER will submit the invoices in a single copy, only in electronic format via the invoice receipt channel(s) indicated at: Invoice Processes | Opella and expressly provided for the CLIENT on the date of issue of the invoice. The electronic invoices thus transmitted must mention all the elements required by the applicable legal and tax requirements (e.g. the description of the goods delivered or services rendered, etc.) as well as all the elements necessary for processing by the CLIENT (e.g. the purchase order number, etc.) as listed at: Invoice Processes | Opella and always expressly provided for the CLIENT on the date of issue of the invoice. The sending of a paper duplicate is explicitly not required and could have a tax impact for the SUPPLIER. Only electronic documents received via the appropriate channels constitute valid original invoices. Invoices sent via other channels (e.g., in paper format) or which do not include all the items mentioned above will not be processed. Non-compliant invoices may be returned to the SUPPLIER by email.

4.2. Payment methods

The CLIENT will pay the SUPPLIER by transfer to the bank account whose contact details have been previously transmitted by the SUPPLIER, within sixty (60) Days from the date of issue of the invoice and forty-five (45) Days from this same date for periodic invoices. This ceiling does not prevent the thirty (30) Days cap specific to the road transport sector of goods or rental vehicles and the perishable food products sector. In the

event of non-payment within the allotted time, a late penalty rate equal to three (3) times the legal interest rate will be applied. The CLIENT will be automatically bound by the lump-sum compensation provided for in Article L. 441-10 and Article D.441-5 of the Luxembourgish Commercial Code of forty (€40) euros for collection costs, in the event of late payment. However, performance in the event of non-payment cannot be suspended as a result.

4.3. Deposits - Deductions from guarantee

In general, no advance payment will be made by the CLIENT to the SUPPLIER. However, in the event that advance payments are made, the CLIENT may request that the SUPPLIER provide an irrevocable, first-demand bank guarantee for the return of the advance payment and issued to a first-tier bank in an equivalent amount. The Order may provide, either pursuant to legal provisions, or depending on the nature of the Service to be performed or the Goods to be provided, even in the event of a staggered payment, a holdback equal to a maximum of five percent (5%) of the amount excluding taxes of the overall price of the Order. This withholding will be paid on the expiration of the Conventional Guarantee as defined in the Article 12 of these GTCs. However, and unless otherwise provided by Public Order, this holdback may be replaced by a first-demand, irrevocable, personal, unconditional bank guarantee, in an amount equivalent to the holdback, and issued on a first-ranking bank. This bank guarantee will be released on expiry of the Conventional Guarantee as provided for in these GTCs. In the event of the

implementation of a holdback, the SUPPLIER may claim ownership of the Good or Service in the event of non-payment by the CLIENT.

ARTICLE 5 Execution of the Order

The Good(s) and/or Service(s), subject of the Order, must be delivered or carried out in accordance with the provisions of the Order, the rules of the art and the regulations in force. As part of the execution of the Order, the SUPPLIER acknowledges that it is bound by an obligation to advise, in particular to inform and recommend to the CLIENT and must provide the CLIENT with all advice, warnings and recommendations, in particular in terms of quality and performance necessary for the performance of the Services and the supply of the Goods. The plans of any nature whatsoever and technical documents to be submitted at the end of the performance of the Services or Goods by the SUPPLIER will be an integral part of the Order. They will be considered "results" or "work" within the meaning of Article 20 relating to intellectual property.

ARTICLE 6 Delivery, Transfer of Ownership and Risks

The SUPPLIER will deliver the Goods, or perform the Service, within the time limits and at the address indicated on the Purchase Order. Failing this, the CLIENT reserves the right to refuse the Good(s) or said Service(s). The Good(s) must be shipped with the care to guarantee their protection, in accordance with the standards and practices in force. The SUPPLIER must establish and attach to the shipment the various documents necessary, in particular for export

customs clearance operations. Any Purchase Order for Good(s) will specify the INCOTERM used. Otherwise, delivery will be considered (DAP = Delivered at place) at the agreed destination (Incoterm CCI, 2020). The transfer of ownership is carried out as the Order is fulfilled and despite the provisions of the selected INCOTERM, the risk transfer will be carried out on the Receipt of the Good(s) or Service(s) by the CLIENT.

ARTICLE 7 Receipt of Goods and/or Services

Any delivery of Goods and/or Services gives rise by the CLIENT to a provisional and/or final acceptance, which makes it possible to verify compliance with the terms of the Order. Final acceptance assumes the removal of any reservations. Unreserved acceptance, such as final acceptance, after taking into account reservations, entails "Acceptance" and runs the Conventional Guarantee period.

ARTICLE 8 Responsibility

The SUPPLIER will be liable for any direct and/or indirect damage that it and/or its possible subcontractors may cause to the CLIENT or a third party in the context of the execution of the Order.

ARTICLE 9 Insurance

The SUPPLIER declares that it holds the necessary insurance to cover the financial consequences of the responsibilities incurred in the execution of the Order, due to direct and/or indirect physical, material and immaterial damage, which may occur as a result of or during the performance of the Order. The SUPPLIER will take out any

insurance policy necessary to, during the transportation operation, cover the value of the Order at its expense, unless otherwise provided for by the INCOTERM retained. The SUPPLIER also undertakes to present, at the CLIENT's request, the certificates of the insurance that it has taken out in accordance with this article and must inform the CLIENT of any modification that may occur in the elements appearing therein, as well as in the event of suspension or termination of the guarantees. These insurances must be maintained throughout the execution of the Order.

ARTICLE 10 Schedule - Delays - Penalties

Compliance with the schedule is an essential obligation of the SUPPLIER. Any delay, regardless of the reason, occurring during the execution of the Order, must be immediately reported to the CLIENT in writing and at the address indicated on the Purchase Order. In the event of a delay in the delivery of the Good(s) or the performance of the Service(s) with regard to the delivery or performance deadlines or dates set within the Order, unless otherwise stipulated more restrictively provided for in the Special Conditions or specific legal provisions, the CLIENT will charge the SUPPLIER penalties amounting to two percent (2%) per week of delay, calculated on the overall amount excluding taxes of the Order and capped at ten percent (10%) of this amount. These penalties will not be released and do not, in any way, entail a waiver by the CLIENT of its right to compensation for the damage suffered due to the delay. In the event of a delay, the CLIENT must

inform the SUPPLIER, and allow the SUPPLIER to review the complaint. If both parties agree that the delay is attributable to the SUPPLIER, the CLIENT shall notify the SUPPLIER that the applicable penalty will be automatically deducted from the next invoice. The CLIENT reserves the right to terminate the Order automatically under the conditions provided for in the GTCs in the event of non-compliance with the date of delivery of the Goods or the performance of the Service with regard to the schedule established between the Parties on the Purchase Order. In the event of partial delivery or partial performance, the CLIENT reserves the right to terminate the Order, by retaining the Goods already delivered or the part of the Service already performed against payment of the part of the corresponding price.

ARTICLE 11 Force Majeure

The CLIENT and the SUPPLIER cannot be held responsible for failures or delays in the performance of their obligations which could be due to an event of force majeure as defined by precedents from the Luxembourgish Cour de Cassation at the day the force majeure event is claimed. When the SUPPLIER intends to claim an event of force majeure, it must inform the CLIENT, in writing and without delay, of all the elements justifying the impossibility it has, to comply with its commitments and the consequences that it anticipates on the execution of the Order. The CLIENT reserves the right to then take any measures that it deems useful to preserve its interests. The Parties will consult each other to reduce the effects of force majeure. The CLIENT may use its right of termination provided

for in the GTCs, without compensation. Each of the Parties will bear the costs following this force majeure event. The Parties expressly agree that internal strike will not constitute an event of force majeure within the meaning of this article.

ARTICLE 12 Warranties

12.1 General

In addition to the legal warranties in force, the SUPPLIER guarantees, within the framework of this conventional warranty (hereinafter “the Conventional Warranty”) the proper maintenance and operation of the Good(s) or any Service(s) of any nature whatsoever, to its (their) destination, for twelve (12) months from Acceptance, except for exceptions provided for in the Special Conditions and/or exception(s) described below: The Conventional Warranty period is set at three (3) months for software. This Conventional Warranty involves the repair and replacement, if the said Goods are purchased, at no additional cost to the CLIENT and as soon as possible, during this period, for any reason whatsoever. It also involves the correction of defective Services, any defect, in particular affecting any Service(s) giving rise to intellectual property rights. All direct and/or indirect costs and damages caused by the non-compliance of the Good(s) or any Service(s) (in particular but not exclusively compliant, labor, CLIENT engineering fees, packaging, transportation or customs fees) will be borne exclusively by the SUPPLIER. If the SUPPLIER refuses to proceed, after formal notice, with compliance or is not able to comply with the requirements and imperatives provided for above, the CLIENT will be entitled to perform them

or have them performed, without delay and without other formality, by a third party at the SUPPLIER's expense and risk, who continues to guarantee the Good(s) or the Service(s) under the conditions provided for in the Order. If the replacement is carried out, to the repair, the correction or modification of an element of the Good(s) or the Service(s), the (the) Good(s) or the (the) Service(s) or said element is guaranteed under the same conditions as those described in these GTCs for a new period of time equal to the initial guarantee period from the Receipt of the replaced Good(s) or the (the) Service(s), corrected, repaired or modified. At the end of this period of Conventional Warranty, the SUPPLIER may ensure, for a period defined in the Special Conditions, the supply of all spare parts necessary for the proper maintenance and operation of the Good(s), or all maintenance services, at the price of the Order. These maintenance commitments will be described in the Special Conditions.

12.2. Special warranties: REACH Regulation

The SUPPLIER guarantees the CLIENT that the obligations provided for by the REACH regulation (Regulation No. 1907/2006 of December 18, 2006) have been/are/will be complied with regarding the chemical substances contained in the Goods and products supplied/delivered/used as part of the Order. The SUPPLIER must provide the CLIENT with proof of compliance with this guarantee and the documentation provided for by the REACH regulation.

12.3. Intellectual Property Rights warranties.

Warranties related to works or one (of) the Service(s) entitling the right to the protection of intellectual property.

The warranties specific to the results or works giving rise to intellectual property rights are described in Article 20 here below.

ARTICLE 13 Rules applicable in the event of intervention on the CLIENT's site

If the SUPPLIER's staff intervenes at a CLIENT site, the SUPPLIER warrants that its staff will comply with all applicable rules and regulations, which remain under its responsibility, at the place where the operations are performed (including safety rules). The SUPPLIER acknowledges that other contractors will work simultaneously with it at the place of execution of the operations. The SUPPLIER guarantees that its work will not cause any disruption to other contractors and, in particular, will not result in any damage to their facilities, equipment, or machinery, nor to any existing or in-progress structures. The SUPPLIER shall perform the Service as an independent contractor, and neither the SUPPLIER nor its employees shall be considered employees of the CLIENT. Furthermore, this contractual relationship cannot be interpreted as establishing a partnership or joint company between the Parties.

ARTICLE 14 Compliance with the provisions of the Luxembourgish Labor Code

In particular, the SUPPLIER declares to comply with the provisions from the Luxembourgish Labor Code, in particular those relating to the prohibition of hidden labor of Articles

L.8221-3 et seq. of the same code, in the regulation applicable to employees temporarily seconded by a company not established in Luxembourg (Articles L.1261-1 et seq. of said Code), if applicable, and certifies that the Services and the supply of Goods, will be performed in accordance with the labor legislation in force. In accordance with the provisions relating to concealed work, the SUPPLIER certifies that the Services and/or supply of the Good(s) covered by the Order will be performed by employees lawfully employed in compliance with labor regulations, including prior hiring declarations and payroll requirements. The SUPPLIER further declares that it has fulfilled all corresponding social security and tax obligations.

Consequently, the SUPPLIER—whether established in Luxembourg or abroad—agrees to provide the CLIENT, upon acknowledgment of receipt of the Order and every six (6) months thereafter until completion of the Services or delivery of the Good(s), with all documents and certificates required under the Luxembourgish Labour Code demonstrating compliance with legislative and regulatory provisions relating to the fight against concealed work and the employment of foreign workers. The SUPPLIER established abroad and performing a Service or supplying a Good on Luxembourgish territory also undertakes to provide, pursuant to Articles R.1263-12 et seq. of the Labor Code, the documents required for its seconded employees. The SUPPLIER expressly undertakes to comply with the aforementioned legislative and regulatory provisions

throughout the term of the Order.

ARTICLE 15 Assignment - Transfer - Subcontracting - Change of SUPPLIER control

The SUPPLIER may not transfer in any way, assign, subcontract, in whole or in part, the rights and obligations of the Order, without the prior written authorization of the CLIENT. The same applies in the event of a change in control of its structure, within the meaning of Article L.233-3 of the Luxembourgish Commercial Code. In the case of subcontracting, the SUPPLIER remains solely responsible vis-à-vis the CLIENT for the complete and perfect execution of the Order by its subcontractors. In this case, the SUPPLIER will ensure that its subcontractors also comply with the obligations resulting from the Labour Code. It also undertakes to comply with the provisions of the Luxembourgish Law No. 75-1334 of December 31, 1975 relating to subcontracting. The SUPPLIER is encouraged to subcontract, where appropriate, to entities within the protected and adapted sector in support of inclusion and social responsibility objectives. The CLIENT may freely transfer, by any means (including by transfer of goodwill, merger by absorption, universal transfer of assets, partial contributions of assets), the rights and obligations of the Order covered by these GTCs, to any company of the Opella group. The status of Opella group company will be assessed on the day on which this transfer is legally effective.

ARTICLE 16 Termination

This Order may be automatically terminated by one of the Parties at any time in the event of the other Party's

breach of any of its obligations,
fifteen

(15) Days after written notice has remained without remedy, sent by registered letter with acknowledgement of receipt by the prejudiced Party to the defaulting Party, without prejudice to the prejudiced Party to request damages from the defaulting Party for any damage it may have suffered. The Order may also be terminated by the Parties in the event of force majeure one month after the event duly notified by the Party experiencing this event. The Order may be automatically terminated, immediately and without notice, by simple registered letter with acknowledgement of receipt, by the CLIENT without prejudice to any action for damages, in the following cases: - in the event of repeated delay, - transfer or total or partial subcontracting of this Order without the prior written authorization of the CLIENT, - non-compliance with the safety instructions and regulations of the CLIENT's establishment in which the Order would, if applicable, be carried out, - breach of the provisions of the articles relating to Confidentiality, the Protection of Personal Data, the provisions relating to labor law, to the UN Global Compact (including conflicts of interest, transparency, the fight against corruption, environmental protection) or pharmacovigilance.

ARTICLE 17 Resolution

The Order may be automatically resolved by the CLIENT at any time in the case of a breach by the SUPPLIER of any of its obligations, fifteen (15) Days after formal notice has remained without remedy, sent by registered letter with acknowledgement of receipt by the CLIENT to the SUPPLIER. Consequently, the SUPPLIER will return to the CLIENT, on the date of resolution, all the sums received under this Order, without prejudice to the damages that may be claimed from it.

ARTICLE 18 Confidentiality

The SUPPLIER and the CLIENT undertake to keep confidential throughout the execution of the Order and ten (10) years after its execution or termination/or resolution for any reason whatsoever) and not to disclose any technical, commercial or scientific information relating to the Order and the activity of the CLIENT and the SUPPLIER, which it will be required to know in the context of the execution of the Order. The SUPPLIER may never, without the written agreement of the CLIENT, indicate the name of the latter in its reference lists, or publish technical notes, photos and images relating to the Goods and Services, subject of the Order. All documents sent by the CLIENT to the SUPPLIER and vice versa, for the purposes of proper execution of the Order, will be returned to it at the end of the Order for any reason whatsoever. Within the meaning of Article 1204 of the Luxembourgish Civil Code, the SUPPLIER guarantees compliance by its duly authorized employees, agents or subcontractors with the confidentiality commitment set out above.

ARTICLE 19 Intellectual Property

20.1. Each of the Parties will retain exclusive ownership of the methods, know-how and tools which are specific to it and which they will have developed prior to the existence of their relationship. In the case of co-development or specific partnership, the intellectual property will be negotiated between the parties and will be the subject of a specific contract.

In the absence of a specific contract, the Parties agree that if the Order includes intellectual property elements, the price of the Order includes:

20.2. In the event that the SUPPLIER carries out Services or works of authorship specifically created for the CLIENT as part of the Order, the transfer to the CLIENT of the results of said Services or works covered by intellectual property rights, as they are delivered to the CLIENT. Consequently, the SUPPLIER assigns to the CLIENT, exclusively and definitively, all the rights of use and exploitation, assignment, reproduction, representation, translation, distribution and adaptation on all the results of said Services or works (including the documents or materials which support them) indicated in the Order. This assignment, which is understood for all countries, will produce its effects throughout the duration of protection of these rights in accordance with the legal provisions in force.

20.3. In the event of transmission by the SUPPLIER of results of Services or works not specifically created for the CLIENT as part of the Order, the grant to the CLIENT of the rights of representation, translation, reproduction, use and adaptation over all the results of said Services or works (including the documents or materials which support them).

20.4. In all cases, any provisions detailed in the Purchase Order or the Special Conditions of the Order, different from the concession conditions described above, will prevail over the latter. The SUPPLIER guarantees that all the intellectual property rights it implements

during the execution of the Order are free of any easement, and that none constitute any infringement of rights belonging to a third party. It also guarantees that it has obtained all the rights necessary for their reuse, if they incorporate the rights of third parties. The SUPPLIER guarantees the CLIENT against any claim or action exercised by the beneficiary on the basis of an infringement of an intellectual property right (patent, trademark, design, etc.) during the execution of the Order, and this, throughout the duration of these rights. The SUPPLIER will be required to compensate the CLIENT for all costs and damages caused by a judgment in this regard, including in particular attorneys' fees, consulting fees, indemnities, all ancillary costs as well as damages corresponding to the possible loss of operation. The provisions of this article will remain in force after the end of the Order for all reason whatsoever.

ARTICLE 21 Protection of Personal Data

In accordance with Law No. 78-17 of 6 January 1978 amended by Law No. 2004-801 of 6 August 2004 (hereinafter the "Data Protection Act") each Party remains responsible for processing with regard to its own files containing personal data (hereinafter the "Personal Data"), and remains solely responsible for (i) performing, if necessary, the reporting formalities required from any competent supervisory authority, (ii) take the necessary measures to ensure compliance with the rights of individuals whose Personal Data are likely to be collected and processed, (iii) and take all necessary precautions to preserve its safety. In the event that the SUPPLIER is required to collect or process Personal

Data, in the name and on behalf of the CLIENT, during the performance of the Order, the latter will be considered as a subcontractor within the meaning of the Data Protection Act and undertakes to strictly comply with the CLIENT's instructions and provide the latter with any assistance in order to enable it to comply with its legal obligations. In particular, the SUPPLIER will be responsible for implementing measures ensuring the security and confidentiality of Personal Data transmitted by the CLIENT as part of the Order, to avoid their destruction, loss, alteration, disclosure or unauthorized access. Any SUPPLIER established outside the European Union in a country identified by the European Commission as not providing an adequate level of protection for Personal Data must undertake to comply with the standard contractual clauses in force by the European Commission governing transfers of Personal Data between controllers and subcontractors. These clauses will be an integral part of the GTCs. Failure to comply with these obligations may lead to immediate termination of the Order by the CLIENT, without prejudice to any action for damages. Nevertheless, the SUPPLIER may implement any other alternative means duly recognized by the European Commission (e.g., Safe Harbor membership). The SUPPLIER undertakes not to subcontract its obligations without the prior written consent of the CLIENT and guarantees compliance with similar obligations by its possible co-contractor. The CLIENT may carry out any audit to ensure compliance by the SUPPLIER with its obligations resulting from this Article 21.

ARTICLE 22 Compliance with laws and regulations (Conflicts of Interest Prevention – Transparency – Anti-Corruption – Environment) – Pharmacovigilance

22.1. The Opella group has produced a Supplier Code of Conduct (<https://www.suppliers.opella.com/code-of-conduct>) and is committed to supporting and applying fundamental principles in the field of human rights, working conditions, the environment and the fight against corruption. Relationships with the CLIENT during any Order are subject to compliance with this same code of conduct by the SUPPLIER. The SUPPLIER undertakes to comply with these principles throughout the execution of the Order and has implemented internal procedures, tools and measurement indicators necessary and sufficient to ensure compliance with these principles. It authorizes the CLIENT to monitor its effectiveness, itself or by a third party approved by both Parties.

22.2. Conflicts of interest and Transparency

The SUPPLIER declares that on the date of acknowledgement of receipt of the Purchase Order formalizing the Order, there is no conflict of interest (hereinafter the "Conflict of Interest") which alters or is likely to alter the performance of the Service(s) or the supply of the Good(s) due to conflicting interests in their proper performance and to the detriment of the CLIENT's interests. Furthermore, the SUPPLIER undertakes to declare any Conflict of Interest which arises during the execution of the Order. In this case, the CLIENT will have the right to use its right of termination under the conditions

provided for in the GTCs. In accordance with the legal and regulatory provisions in force in terms of transparency, and insofar as the latter apply to the SUPPLIER, the CLIENT will make public the existence of this Order as well as the amounts of the costs covered in the context of the performance of the Services according to the terms and conditions set by the regulations in force on the transparency of conflicts of interest.

22.3. Anti-corruption

The SUPPLIER undertakes to comply with the provisions of Article L433-1 of the Penal Code or any subsequent legislation, relating to active bribery and influence peddling or any similar legal provision.

22.4. Environment

The SUPPLIER undertakes to comply with all the provisions relating to environmental protection regulations, and, in particular in Luxembourg, to send to the CLIENT, when applicable, the elements relating to Classified Facilities for the Protection of the Environment (ICPE).

22.5. Pharmacovigilance

The SUPPLIER, if necessary, in accordance with the applicable regulations on pharmacovigilance, will report, under the conditions referred to in the Special Conditions, any information likely to fall within the scope of pharmacovigilance within the time period mentioned therein.

ARTICLE 23 Percentage represented by the Order in the annual turnover of the SUPPLIER

The SUPPLIER undertakes to inform the CLIENT as soon as the proportion of its annual turnover, by subsidiary and/or consolidated, corresponding to the Orders entrusted by all Opella entities, exceeds the threshold of twenty-five percent (25%) of this turnover.

ARTICLE 24 Audit

During the term of the execution of the Order, and after its expiration, the SUPPLIER will do everything necessary to allow the CLIENT or any person designated by the latter to come to audit, at the latter's request, the proper execution of the Order, for the purposes of ensuring its compliance with the agreed terms and the legislation in force. The CLIENT may carry out these audits at any time, during normal working hours, after having informed the SUPPLIER within a minimum period of fifteen (15) business days before the intervention. The SUPPLIER undertakes to provide the CLIENT with all the documents and data necessary for the preparation and performance of the audit as well as the logistical support to allow the performance of the audit under the best conditions.

ARTICLE 25 Miscellaneous

If any of the GTCs provisions prove to be null and void with regard to a rule of law in force or a court decision that has become definitive, it would then be deemed unwritten, without, however, leading to the nullity of the Order or altering the validity of its other provisions of the GTCs. The fact that the CLIENT does not, at any given time, take

advantage of any of these provisions cannot be interpreted as a waiver to use it later. Any total or partial reproduction or use in any way, in particular, for reference purposes or for the purposes of advertising the brands and/or logos of Opella without the prior written authorization of the CLIENT is prohibited.

ARTICLE 26 Applicable Law and Competent Jurisdiction – Language of the Order

This Order is subject to the Luxembourgish law. Any dispute between the CLIENT and the SUPPLIER which cannot be resolved amicably within a maximum period of thirty (30) Days from the occurrence of the dispute, will be submitted to the competent courts within the jurisdiction of which the CLIENT's registered office is located. The provisions of the Order are written in Luxembourgish.

ARTICLE 27 International Convention for the Sale of Goods

The United Nations Convention on Contracts for the International Sale of Goods, signed in Vienna on 11 April 1980, is not applicable to this Order.