

Debiopharm International SA (formerly Debiopharm S.A.) - General terms and conditions

applicable in the absence of any corresponding terms and conditions in a master agreement or any other written agreement between Debiopharm International SA and Supplier that applies to the Services

1) **General** : These general terms and conditions (the "Terms") govern the delivery of certain services, products or materials (the "Services") to **Debiopharm International SA** ("DPI") by the supplier ("Supplier") in accordance with the related Purchase Order (the "PO"). The present Terms take precedence over any other terms and conditions, present or future, of the Supplier; by starting providing the Services specified in the PO, the Supplier agrees to these Terms, which apply notwithstanding the absence of any signature on the present Terms or of a PO. No amendments or changes to these Terms shall be effective unless made in writing and signed by the Supplier and DPI. If, for any reason, a provision of these Terms becomes invalid, the validity of the remaining provisions will not be affected.

2) **Scope of Work** : The Supplier shall perform the Services described in the PO, in accordance with the Terms and applicable laws and regulations, and the provisions of the PO, in particular any generally recognized quality standards mentioned therein. In the event of discrepancy between the provisions of the PO and the Terms, the latter shall prevail. Amendments to PO by DPI will be notified to Supplier in writing. Supplier will make all reasonable efforts to implement any such amendment, but reserves the right to adjust the price and terms of delivery with DPI's agreement.

3) **Prices and payments** : The prices for the Services shall be specified in the PO. Unless otherwise agreed in writing, all prices are in Swiss Francs, net of value added tax and of packaging, transport, insurance, duties and levies.

Unless expressly otherwise stated in the PO, for Services quoted over or equal to fifty thousand (50'000) Swiss Francs the payments schedule shall be ten percent (10%) of total Services value at signature of the PO and be twenty (20%) of total Services value upon DPI acceptance of the final deliverable. Intermediate payments shall be equally distributed; incurred pass-through costs by the Supplier will be billed at cost to DPI upon agreed milestones.

Unless expressly otherwise stated in the PO, for Services quoted under fifty thousand (50'000) Swiss Francs, payments terms shall not exceed fifty percent (50%) of total amount of the quotation at signature of the PO and fifty percent (50%) of total amount of the quotation upon DPI acceptance of the final deliverable. For purchase of small equipment or materials below fifty thousand (50'000) Swiss Francs, payment shall be hundred percent (100%) upon receipt of the purchased equipment/materials.

Invoices are payable net, within forty-five (45) days of the invoice receipt by DPI. Unless otherwise agreed in the PO, invoice shall be issued upon delivery of the Services and written acceptance of the related deliverables by DPI.

Interest of three percent (3%) per year, payable in arrears, shall be charged on late payments, provided a written reminder is sent by Supplier to DPI drawing its attention to the absence of payment and granting DPI a grace period of ten (10) days to effect payment; interests are calculated from the last day of the grace period.

4) **Deadlines** : The Services shall be provided by the date agreed in writing or, if no such date has been agreed, within a reasonable time period. Supplier shall promptly notify DPI in the event of any delay or event which would reasonably cause the Supplier to anticipate a delay. If Supplier is unable to keep to the agreed deadline, DPI shall have the following

cumulative rights : (i) to terminate the Order with immediate effect; (ii) to receive payment from Supplier for all damages resulting from the delay.

5) **Confidentiality** : The Supplier shall keep confidential and shall not use for any other purpose than for the supply of the Services, any information, sample or materials received from DPI (the "Confidential Information"), or to which it may have access, unless the Confidential Information is or becomes part of the public domain without fault of the Supplier or has been received by the Supplier from a third party which is, to the best of its knowledge and belief, legally free to disclose such Confidential Information. The Supplier shall not duplicate, print, reproduce in any way the Confidential Information, except if it is reasonably necessary in order to perform the delivery of the Services; it shall not modify, analyze or reverse engineer, and will not attempt to do so, any Confidential Information; it will disclose the Confidential Information only to those of its officers and employees who have a legitimate need to have access to said Confidential Information, who shall be bound by confidentiality and non-use commitments no less restrictive than those of this Agreement, and who shall have been made aware of the confidential nature of the Confidential Information; it shall promptly notify DPI upon becoming aware of evidence or suspicion of any unauthorized use or disclosure of the Confidential Information.

Notwithstanding the above, the Supplier may divulge Confidential Information pursuant to a court or regulatory order, provided i) DPI is immediately informed of such order, so that DPI may seek any measures to protect its Confidential Information and, ii) the divulgence of Confidential Information is strictly limited to responding to such mandatory order.

The Supplier shall secure that any person to whom it will have to communicate the Confidential Information for the purpose of carrying out the delivery of the Services shall respect the present clause during and after his/her employment or relationship with the Supplier.

The Supplier undertakes not to make any publication or articles of Confidential Information in relation with the supply of the Services and more generally using the name of DPI, without DPI's prior written approval.

The obligations of confidentiality shall last until the Confidential Information falls into the public domain.

6) **Intellectual Property** : Any sample, equipment, ingredients or other material and/or information supplied by DPI remains the property of DPI. The Supplier expressly agrees that DPI shall become the sole owner of any results arising out of the supply of the Services together with any invention, know-how and data, including any drawing, macro, software, plan applying to such equipment and/or material, reports, studies, analyses, laboratory books and records which are created, developed or improved by Supplier under the present PO (the "Results"). DPI shall have the exclusive right to use, exploit, modify, have modified, improve and have improved the Results, without any further compensation to the Supplier.

Unless otherwise agreed in any PO, all of Supplier's patents, trade secrets, copyrights, trade names, trademarks, proprietary materials, methods, processes, know-how, technical documents and production specifications or other intellectual property and all improvements, or inventions,

discoveries, formulae, procedures, engineering information, devices, manufacturing information and other technology, whether or not patentable, relating to any of the foregoing (collectively "Supplier Property") used in connection with the supply of Services shall remain the sole and exclusive property of the Supplier. Suppliers grants to DPI a royalty-free, sublicensable, non-exclusive, worldwide license to use the Supplier Property arising out of the supply of the Services to the extent necessary for the development, marketing and commercialization of the Results or of the DPI's projects.

7) Handling, Storage and Archiving :

- a) *Handling of samples or materials provided by DPI :*
DPI will package and label starting materials, active pharmaceutical ingredients and any other chemical or biological substances delivered to Supplier (hereinafter referred to as "Materials") in compliance with applicable laws, rules, regulations and industry standards. Where available, DPI will provide Supplier with notice of any known hazards, safety concerns, or potential risks of any Material. In any case, Supplier shall take reasonable measures to protect its employees, agents, subcontractors, involved in the storage and handling of the Materials. The Supplier shall be solely and exclusively responsible for the proper communication within its own organization and of any of its sub-contractor, if any, of the storage, handling, health and safety and/or utilization information supplied by DPI related to Materials.
- b) *Storage of samples or Materials provided by DPI :*
The Supplier shall store any Materials under its responsibility and shall use them solely for the Services; any Materials supplied by DPI to Supplier shall be considered as confidential and proprietary to DPI.
- c) *Document storage :*
Supplier shall archive free of charge to DPI and in accordance to quality standards generally acceptable in the industry, all working documents, raw data, wet tissues and slides from pathology used to carry out and/or generated from the Services at least for a period of ten (10) years from the completion of the Services. At the end of the archiving period, DPI will be asked for instruction for the further procedure of the archived material. Supplier will not destroy any archived materials without DPI's consent.

8) DPI's access and inspection rights : Upon reasonable advance written notice, Supplier shall grant to DPI access to

the laboratories in which the Services are carried out. The Supplier shall co-operate with DPI on quality control issues and inspections by health authorities.

- 9) Inspection and Acceptance of the Services :** Supplier is responsible for the delivery of Services (the "Deliverable") in accordance with the written instructions and/or specifications set forth in the specific PO, and/or with the quality agreement. DPI will inspect and accept the Deliverable upon review of the applicable documentation and of the Services. Any complaints for non compliance with the written instructions and/or specifications and/or the quality agreement must be received in writing by the Supplier within forty (40) working days after receipt by DPI of the last documentation, listed in the PO, or the last Deliverable to be delivered, whichever is the later. This Section shall not affect DPI's right to make any claim about the compliance of the Services and Deliverable thereof, upon any further inspection, use or consumption of the Services. Upon notification by DPI to Supplier that the Services delivered do not comply with written instructions and/or the agreed specifications and/or the quality agreement, Supplier shall investigate in collaboration with DPI the nature of the defect. If this investigation demonstrates that the Deliverable is not compliant with the written instructions and/or the specifications and/or the quality agreement, Supplier shall, at DPI's sole discretion, either (i) credit DPI with the price of the defective Services and of the Materials or ingredients used and lost during the Services, or (ii) replace free of charge any defective Services and any Materials or ingredients used and lost during the Services. In addition, Supplier shall indemnify DPI for the cost of wasted or lost Materials, products, devices used by DPI with the defective Services, which become useless or defective due to the non compliance of the Services. Any dispute between the Parties regarding the conformity of the Services shall be referred to an independent expert chosen by agreement between the Parties. The cost of such expert shall be at charge of the Party who is at fault according to the decision of the expert.
- 10) Miscellaneous :** Supplier shall act solely as an independent contractor. Nothing herein shall be construed to create the relationship of employer and employee, partnership, principal and agent, or joint venture between Supplier and DPI.
- 11) Applicable law and jurisdiction :** All other terms and conditions are as per Swiss Law, without giving effect to any choice of law or conflict of laws provision or rule that would cause the application of the laws of any other jurisdiction. Any dispute in relation to the Services shall be settled by the ordinary courts of Lausanne, Switzerland.