RECIPHARM STANDARD TERMS AND CONDITIONS OF SUPPLY

Recipharm Group General Terms and Conditions of Sale and Delivery

1 Scope

1.1 These general terms and conditions (the "**Terms**") apply to all development manufacturing and supply services provided by companies within the Recipharm AB Group and govern and constitute a part of the letter of intent, proposal, work plan, project plan, statement of work or any project document proposal to which they are attached (collectively, the "**Proposal**").

1.2 These Terms and the Proposal shall collectively constitute the "**Agreement**" between the company that is contracting to receive the relevant services as identified in the Proposal (the "**Customer**") and the applicable Recipharm group company that will perform the services ("**Recipharm**"), with the Terms taking precedence in the event of any conflict. No other terms and conditions are accepted unless agreed in writing.

1.3 Customer and Recipharm may enter into a long form agreement to govern the Services and/or the supply of Product (both as defined below) in accordance with the Proposal (the "**Master Agreement"**). Until such time as the Master Agreement is signed, the Services and/or the supply of Product shall be subject to this Agreement. Upon execution of the Master Agreement, the terms set forth in this Agreement shall be (a) superseded by the Master Agreement and the rights and obligations of the parties under this Agreement shall be subject to the Master Agreement (and in particular, the Services which have been performed by Recipharm to date shall be considered to have been performed under the terms of the Master Agreement); and (b) all activities related to the Customer's product will thereafter be governed by and solely be subject to the Master Agreement.

2 Services

2.1 Recipharm shall use reasonable endeavours to perform the services and supply the Products as specified in the Proposal (the "**Services"**) in accordance with the written specifications and instructions expressly set forth or referenced in the Proposal. For the purposes of this Agreement, "**Deliverables"** means the materials or products resulting from the carrying out of the Services as identified in the Proposal and "**Product"** means the applicable product or device to be manufactured and supplied by Recipharm to be specified in a detailed plan agreed between the parties under the Proposal. Customer acknowledges and agrees that due to the nature of the Services any timescales and costs provided by Recipharm for performing the Services and/or the supply of Product are estimates only.

2.2 Any revision to the Services shall be set forth in a change order or revised quotation ("**Change Order"**) signed by both parties. A Change Order may include revised or additional fees if (a) Customer's requirements or any Customer-provided information is inaccurate or incomplete, (b) the Change Order revises Recipharm's responsibilities, the Services specifications, protocols, applicable test methods, final review of test methods, procedures, instructions, assumptions, processes, test protocols, analytical requirements, or the timing of the Services, (c) Customer requests an alternate report format and/or requests revisions to laboratory reports, (d) Customer requests copies of laboratory data and other technical records relating to the Services, (e) the Proposal states other reasons for such fees, or (f) any unforeseen circumstances affect completion of the project.

2.3 The Customer shall:

2.3.1 if applicable and subject to clause 7.5, make available to Recipharm the technology, know-how and all Intellectual Property Rights (as defined below) to successfully manufacture the relevant Product and/or perform the Services, or any intermediate product starting from the raw material, including any know-how on raw material, process steps, equipment, environmental conditions and quality control procedures to successfully manufacture the Product and/or perform the Services;

2.3.2 unless provided otherwise in the Proposal, at its own cost and free of charge to Recipharm, deliver or procure the delivery of all active pharmaceutical ingredients which the Customer is required to supply as set out in the Proposal ("**API**") and all documents, information, items and materials in any form, whether owned by the Customer or a third party, which are to be provided or made available by the Customer to Recipharm as set out in the Proposal (the "**Customer Materials**") to Recipharm at Recipharm's premises DDP (Incoterms 2020), at a time and manner specified by Recipharm, together with:

2.3.3 a certificate of analysis;

2.3.4 TSE/BSE declaration;

2.3.5 any handling and storage requirements and expiration dates in relation to the API and Customer Materials, together with any material safety data sheet which should not be more than two (2) years old;

2.3.6 promptly and at its own expense, provide such additional information, data and materials as Recipharm shall reasonably request for the purpose of providing the Services; and

2.3.7 inform Recipharm of any hazards to human or animal health or to the environment and any regulatory or safety requirements relevant to the handling or use of the API and Customer Materials at or before their provision.

2.4 Title to the API and Customer Materials shall at all times remain with and vest in the Customer. As a result, the Customer retains any risk of loss, damage, theft or destruction of the API and Customer Materials at all times, including while the API and Customer Materials are in the possession or control of, or at the premises of, Recipharm and/or its affiliates, except that Recipharm shall, subject to clause 8.9, solely bear the risk of loss and damage to the API and Customer Materials for any loss or damage caused by Recipharm's wilful misconduct or gross negligence in handling and/or properly storing the API and Customer Materials following completion of unloading of the API and Customer Materials at Recipharm's facility. The Customer acknowledges that Recipharm's liability in respect of the API and Customer Materials is further limited pursuant to clause 8.7.

2.5 If the Proposal requires Recipharm to purchase equipment at Customer's cost ("**Dedicated Equipment**") in order to enable Recipharm to perform the Services, Recipharm shall purchase and own the Dedicated Equipment and Customer shall reimburse Recipharm for the direct costs of acquiring, installing and qualifying the Dedicated Equipment in addition to a 15% handling fee (unless agreed otherwise in the Proposal). Title to and ownership of the Dedicated Equipment purchased under a Proposal shall remain with Recipharm at all times.

2.6 All Deliverables and Product will be delivered Ex Works Recipharm's premises (Incoterms 2020) at which the relevant stages of the Services are performed ("**Delivery**"). The Customer shall be responsible for paying for and arranging for collection and transportation of the Deliverables from the point of Delivery.

2.7 Risk in Deliverables and Product shall pass to the Customer upon Delivery. Where API or Client Materials are being used in the manufacture of Product, title to such Product shall vest in the Customer from the point during the manufacturing process when the API or Client Materials are first converted into, or used in respect of such Products. In all other cases, title to the Deliverables shall transfer to Customer upon Recipharm receiving payment in full in respect of all Charges (as defined below) for the phase of Services to which the Deliverable relates.

2.8 Recipharm may sub-contract all or part of the Services. Recipharm shall remain responsible for performance of the Services by Recipharm's sub-contractors and Recipharm's liability to the Customer (whether in contract, tort (including negligence) or otherwise) for any failure of such sub-contractor's services shall be limited to Recipharm's total liability as provided hereunder, provided however that Recipharm shall not assume any responsibility or liability (whether in contract, tort (including negligence) or otherwise) for any third party that Recipharm engages at Customer's request.

3 Non-conforming Products

3.1 The parties agree that the Product, provided it is stated in the Proposal that the Products are supplied for commercial sale by Customer, such Product shall conform with their applicable Product specification (as agreed in writing) upon Delivery and shall be manufactured in accordance with cGMP and the Quality Agreement.

3.2 If the Product fails to meet the requirements set out in clause 3.1, including any deviations from the applicable Product specification ("**Non-Conformance**"), for reasons solely within Recipharm control and in breach of its obligations under this Agreement, Customer may reject such Product provided it has notified Recipharm within five (5) days of the Product's receipt in the event of non-conformance that is apparent on normal visual inspection and within five (5) days of the discovery of any latent defect causing the Product's Non-Conformance.

3.3 If the Customer rejects Products for Non-Conformance and the parties either agree that Recipharm is responsible for the Non-Conformance of Products, or a Non-Conformance has been determined to have been caused by Recipharm pursuant to a review by a mutually appointed third party independent laboratory, Recipharm shall at the Customer's option and without prejudice to Customer's further rights under statutory law:

3.3.1 repair the rejected Products (*Nachbesserung*) or replace the rejected Products (*Nachlieferung*); or

3.3.2 credit the Customer's account in an amount equal to the Product Price paid by Customer for the rejected Products.

3.4 The limitation period for warranty claims (*Verjährung*) is one (1) year from the beginning of the statutory limitation period, unless Recipharm has fraudulently concealed the defect, or has given a guarantee for the quality of the Products (*Garantie für die Beschaffenheit*), and except in cases of unlimited liability set out under clause 8.8.

4 cGMP Services

4.1 **"cGMP"** means, where the Deliverables are classified as medicinal products under applicable laws, all applicable standards, rules, principles and guidelines set out in Directive 2001/83/EC (as amended by Directive 2004/27/EC), Directive 2003/94/EC and EudraLex - Volume 4 of the Rules Governing Medicinal Products in the European Union entitled "EU Guidelines to Good Manufacturing Practice Medicinal Products for Human and Veterinary Use", or in the case of Great Britain, if the foregoing are replaced or modified, any regulations setting out principles and guidelines of good manufacturing practice that are made under regulations B17 and/or C17 of the

Human Medicines Regulations 2012, and where the Territory to which the Customer will supply the Product is:

4.1.1 a country regulated by the US Food and Drug Administration ("FDA"), Parts 210 and 211 of Title 21 of the Code of Federal Regulations and all related guidance published by the FDA;

4.1.2 in a region covered by The International Conference on Harmonisation of Technical Requirements for Registration of Pharmaceuticals for Human Use ("ICH"), the relevant ICH Quality Guidelines relating to good manufacturing practice;

4.1.3 in a region covered by the World Health Organization ("WHO"), Annex 2 related to Good Manufacturing Practices for Pharmaceutical Products: Main Principles; and

4.1.4 a country outside of the scope of the above, as set out in the Quality Agreement (provided that such requirements shall be no more onerous than the requirements set out above),

in each case, as amended and updated from time to time.

4.2 Prior to Recipharm providing any Services that are required to be performed in accordance with cGMP, the parties shall negotiate in good faith and enter into a quality agreement (as amended from time to time, the "**Quality Agreement**"). If there is a conflict between the terms of this Agreement and the Quality Agreement, the Quality Agreement shall prevail in respects of quality-related activities, including compliance with cGMP.

5 Costs and Payment

5.1 In consideration of the supply of Product by Recipharm, Customer shall pay to Recipharm the amounts set out in the Proposal (the "**Product Price**"). Recipharm shall be entitled to invoice the Product Prices for the Products upon Delivery of those Products to the Customer.

5.2 In consideration for the Services the Customer shall pay the fees, prices and price estimates as set out in the Proposal (the "**Charges**"). Recipharm shall provide the Customer with invoices for the Charges in accordance with the payment schedule set out in the Proposal.

5.3 To the extent the Proposal provides for the recurring provision of Services by Recipharm, Recipharm retains the right to adjust the Product Price or Charges, as applicable, at its reasonable discretion to reflect changes in Recipharm's overall costs which are factored into the calculation of its Product Price or Charges. A price increase may be considered, and a price reduction shall be made, in particular if the costs for the manufacture of the Products or Deliverables or for the provision of Services (e.g. infrastructure costs, freight costs, personal costs, license costs, costs of raw materials, testing) increase or decrease or other changes in the technical or legal framework conditions lead to a changed cost situation at Recipharm (e.g. requirement to update software or hardware components), provided that increases of cost items and reductions of other cost items shall in each case be offset (i.e. increases in certain cost areas may only be passed on to the extent not offset by reductions in other cost areas and *vice versa*). Recipharm shall notify Customer of any adjustment of Product Prices or Charges, as applicable, with at least thirty (30) days' prior written notice. In such case Customer has the right to terminate the Agreement with effect from the date on which the notified price adjustment will take effect. If requested, Recipharm shall provide the Customer with evidence of the increase in Recipharm's costs. Such evidence shall only show the difference in Recipharm's overall costs of supplying the Product, Services and/or the Deliverables and should not be understood to mean "open book pricing". Section 315 of the German Civil Code (*Bürgerliches Gesetzbuch*) shall otherwise remain unaffected.

5.4 In addition to the Product Price and Charges, accordingly, Recipharm shall be entitled to invoice the Customer on a pass through basis in respect of any "pass through items" identified in the Proposal and such other items from time to time authorised by Customer, being those items that Recipharm can purchase and bill back to the Customer ("**Pass-Through Items**"). Pass-through Items will be charged to Customer at Recipharm's cost plus a percentage sourcing, administration and handling fee identified in the Proposal (the "**Pass-Through Charges**"). Any invoices issued pursuant to this clause 5.4, shall be paid by the Customer within the time period specified on the invoice, which may be such time period as Recipharm may reasonably require in order to ensure that it receives the funds in time to make the necessary payment to the third party. If Recipharm does not require early payment then the provisions of clause 5.5 shall apply.

5.5 Subject to clause 5.4, the Customer shall pay all invoices within thirty (30) days of the invoice date ("**Due Date**") to a bank account nominated in writing by Recipharm from time to time in full and in cleared funds.

5.6 Without prejudice to any other right or remedy that it may have, if Customer fails to pay any sum due on the Due Date:

5.6.1 Customer shall pay interest on the overdue sum from the Due Date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 9% a year above the German Central Bank's (*Deutsche Bundesbank*) base rate from time to time; and

5.6.2 Recipharm may suspend part or all of the manufacture and/or delivery of Products, Services and/or Deliverables until payment has been made in full.

5.7 All sums payable under this Agreement are exclusive of any VAT or any other sales tax or duties which, where applicable, shall be payable by Customer in addition to any sum in respect of which they are applicable.

6 Confidentiality

6.1 All information disclosed by a party in connection with the Proposal shall be confidential and proprietary information, regardless of the form in which it is furnished, including written, verbal, visual, electronic, or in any other media or manner, and information acquired by observation or otherwise during any visit to the other party's facility ("**Confidential Information**"); unless such information (a) is or becomes generally available within the industry to which such information relates other than through a breach of this Agreement, (b) is already known by recipient at the time of disclosure as evidenced by recipient's written records, (c) becomes available to recipient on a non-confidential basis from a source that is entitled to disclose it on a non-confidential basis, or (d) was or is independently developed by or for recipient without reference to Confidential Information of discloser as evidenced by recipient's written records. Recipient will not use discloser's Confidential Information except in connection with the performance of its obligations under the Agreement, and will not disclose, without discloser's prior written consent, discloser's Confidential Information to any third party, except that recipient may disclose discloser's Confidential Information (i) to its employees or its affiliates who need to know such Confidential Information to perform such party's obligations under this Proposal, or (ii) as required to be disclosed by applicable law, provided that the recipient shall give discloser, if legally permissible, as much prior notice of such legally required disclosure as is practicable under the circumstances. This undertaking shall survive for 10 years after termination or expiry for whatever reason of the Proposal, provided, however, that with regard to Confidential Information consisting of either party's trade secrets this clause 6.1 shall apply until such trade secrets have entered the public domain other than by a breach of this clause 6.1.

6.2 Notwithstanding clause 6.1, Customer acknowledges and agrees that certain data relating to results of assays and other experiments will be retained on certain Recipharm equipment and within Recipharm's electronic systems including without limitation its electronic laboratory notebook system, LIMS and electronic quality systems.

7 Intellectual Property

7.1 For the purposes of this Agreement: (a) "**Background IPR**" means Intellectual Property Rights owned by or licensed to a party or an affiliate of a party prior to the commencement of this Agreement or subsequently generated by a party or an affiliate of a party outside of this Agreement; (b) "**Intellectual Property Rights**" or "**IPR**" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world; (c) "**Pre-existing Materials**" means all data, information and material provided or made available by Recipharm and/or its affiliates in connection with the Services and/or manufacture and supply of Product which existed prior to the Effective Date or are subsequently generated outside of this Agreement, including any designs and specifications; (d) "**New IPR**" means IPR created by Recipharm exclusively for the Customer in the provision of the Services and/or manufacture and supply of Product and not for use across multiple clients, but excluding any IPR that is an Improvement to any Recipharm IPRs; and (e) "**Improvement**" means any modification, enhancement, development or improvement.

7.2 All Background IPR of Recipharm and all rights in the Pre-existing Materials and any Improvement thereto (together the "**Recipharm IPRs**") shall remain solely owned by Recipharm or its affiliate or its or their licensors (as the case may be) and all Background IPR of the Customer shall remain solely owned by Customer. No Recipharm IPRs shall be used to generate or contribute to any Customer IPR (including but not limited to New IPR) without Recipharm's explicit written consent and shall not be used by Customer in any IPR application or filings of any kind.

7.3 Subject to clause 7.2, Recipharm shall assign to the Customer all New IPR upon payment of the Charges.

7.4 The Customer shall not make or seek to make any commercial use of any Recipharm IPRs, nor make any patent application or secure or seek to secure any other proprietary rights to legally protect Recipharm IPRs or that references or uses any Recipharm IPR or Confidential Information except with the prior written consent of Recipharm (which may be withheld at Recipharm's sole discretion).

7.5 The Customer grants to Recipharm a worldwide, fully paid-up, royalty-free, non-exclusive licence under any Intellectual Property Rights owned by or licensed to Customer necessary or useful in order for Recipharm to perform its obligations under the Proposal.

8 Representation, Warranties and Liability

8.1 Each party warrants that:

8.1.1 it has full capacity and authority and has obtained all necessary consents to enter into and perform the Agreement; and

8.1.2 the Agreement is executed by a duly authorised representative of such party.

8.2 Customer represents and warrants that:

8.2.1 the development, manufacture, supply, use and sale of the Product and/or Deliverables and the performance of the Services by Recipharm does not infringe the rights, including Intellectual Property Rights, of any third party;

8.2.2 the receipt and use in the performance of the Services by Recipharm, its agents, subcontractors or consultants of API, Customer Materials or the Background IPR of the Customer shall not infringe the rights, including any Intellectual Property Rights, of any third party;

8.2.3 Customer shall comply with all applicable laws in relation to its use of the Deliverables and Products; and

8.2.4 Customer has obtained all necessary licenses from third parties to use the Deliverables and Products as contemplated under this Agreement.

8.3 All implied warranties are hereby excluded to the extent permitted by law. The provision of the Services, Deliverables, Products and any reports are provided by Recipharm to Customer without warranty or condition of merchantability or fitness for a particular purpose and without any other warranty or condition, express or implied, including any warranty or condition of non-infringement of any third party intellectual property right and Recipharm and its affiliates shall have no responsibility in this regard. Recipharm and its affiliates shall not be liable to Customer for any use by Customer of Deliverables, Products, reports or Confidential Information of Recipharm, subject always to clause 8.9.

8.4 Customer acknowledges that the activities specified in the Proposal (excluding the supply of Product for commercial sale by customer) are, by their nature, developmental and involve the use of experimental materials whose properties and safety may not have been established and processes that may be unpredictable. Accordingly, specific results cannot be guaranteed and the Deliverables are provided without any express or implied warranties, representations or undertakings. For the avoidance of doubt, it will not be considered a breach of this Agreement by Recipharm if an objective of the Services is not achieved, or if the indicative timing set out in the Proposal cannot be met, in each case so long as Recipharm has complied with its obligations to perform the Services set forth in this Agreement and the Proposal with reasonable skill and care. Customer assumes all risk that the Services may not meet specifications, targets or desired results.

8.5 Customer shall indemnify and hold harmless Recipharm against any and all losses, damages, liabilities, claims, costs and expenses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred or paid by Recipharm arising out of or in connection with any claim brought against Recipharm, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights or a product liability claim arising out of, or in connection with, the performance of the Services, the supply of the Deliverables, the manufacture and supply of Products or the receipt or use in the performance of the Services of the Customer Materials. API, Background IPR of Customer or any Intellectual Property Rights in such Background IPR.

8.6 Except in cases of unlimited liability pursuant to clause 8.9, Recipharm shall not be liable to Customer whether in contract, tort (including, negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Agreement for any (a) loss of profit; (b) loss of API or Client Materials; (c) loss of sale or business; (d) loss of agreements or contracts; (e) loss of actual or anticipated savings; (f) loss of or damage to goodwill, brand or reputation; (g) loss of use or corruption of software, data or information, in each of (a) –(h) whether such loss is direct or indirect; or (h) for indirect consequential or special loss or damage.

8.7 Except in cases of unlimited liability pursuant to clause 8.9, Recipharm's total liability arising out of or in connection with the Agreement or its subject matter and to anything which it has done or not done in connection with the same (whether from breach of contract, tort (including negligence), breach of statutory duty or otherwise) shall in no circumstances exceed:

8.7.1 in respect of a claim relating to the provision of the Services and Deliverables, 30% of the Charges payable in respect of the phase or item to which the claim relates;

8.7.2 in respect of a claim relating to the manufacture and supply of Product, an amount equivalent to 30% of the Product Price for such Product that is the subject of the claim;

8.7.3 in respect of any claim not subject to clauses 8.7.1 or 8.7.2 above, 30% of the total amount of the Charges paid by Customer to Recipharm under the Agreement during the twelve (12) month period prior to the occurrence of the claim.

8.8 All limitations and exclusions of liability provided for in this Agreement, including without limitation clause 8.6 and clause 8.7 above, shall also apply in favour of legal representatives, vicarious agents, or other persons for whose fault Recipharm is liable in accordance with statutory provisions.

8.9 Nothing in this Agreement, including without limitation clause 8.6 and clause 8.7 above, shall operate to limit or exclude liability of Recipharm or (if applicable) its affiliates, legal representatives or vicarious agents in cases of:

8.9.1 fraud or fraudulent misrepresentation;

8.9.2 wilful misconduct and gross negligence;

8.9.3 negligence to the extent as it relates to the breach of essential contractual obligations the fulfilment of which makes the execution of the Agreement possible in the first place and the observance of which Customer may regularly rely on (*Kardinalpflichten*), provided, however, that in such case, Recipharm's liability shall be limited to the foreseeable, typically occurring damage;

8.9.4 damages resulting from injury to life, body or health;

8.9.5 claims under the German Product Liability Act (*Produkthaftungsgesetz*); even if such claims do not require negligent or wilful behaviour; and

8.9.6 any other liability that cannot be limited or excluded as a matter of applicable law.

9 Term and Termination

9.1 This Agreement shall commence upon the date specified in the Proposal and shall, unless terminated earlier in accordance with the terms of this Agreement, continue in full force and effect until the completion of the Services.

9.2 If the performance of the Services becomes impractical for a technical or scientific reason, Recipharm shall promptly inform Customer. If Recipharm is unable to resolve such impracticality in a commercially reasonable manner and without the incursion of additional cost to Recipharm, or if Customer does not agree to a commensurate modification of the Services, Recipharm shall have the right to immediately terminate this Agreement by written notice. In such circumstances no final report will be issued and Customer shall only be liable to pay Recipharm for the Services which have been completed as at the date of termination and for any non-cancellable and non-avoidable costs incurred prior to the notice of such termination.

9.3 Without affecting any other right or remedy available to it, either party may terminate this Agreement effective immediately by written notice to the other party if:

9.3.1 the other party is in material breach of any of the obligations hereunder which, if it can be remedied, remains un-remedied on the expiry of 30 days after receipt by the party in breach of written notice from the other specifying the breach and the action required to remedy the same; or

9.3.2 the other party:

(a) files for protection under bankruptcy or insolvency laws;

(b) makes an assignment for the benefit of creditors generally;

(c) appoints or suffers appointment of a receiver or trustee over substantially all of its property that is not discharged within ninety (90) days after such filing;

(d) proposes or is a party to any dissolution or liquidation (other than for the purpose of a solvent amalgamation or reconstruction);

(e) files a petition under any bankruptcy or insolvency act or has any such petition filed against it that is not discharged within sixty (60) days of filing thereof; or

(f) ceases for any reason to carry on business.

9.4 If Customer fails to make payments in accordance with the terms of the Proposal and such payment breach is not cured within 10 days after written notice of non-payment from Recipharm, Recipharm may (i) terminate the Proposal or (ii) suspend any further performance of the Services under the Proposal until such invoice is paid in full, without releasing Customer from its obligations under the Proposal.

9.5 Upon any termination of this Agreement or cancellation of all or any portion of the Services:

9.5.1 the Customer shall immediately pay to Recipharm all unpaid invoices and interest in respect of Services performed or Products delivered or ordered under that the Agreement but for which no invoice has been submitted, together with all costs and expenses invoiced, incurred or committed to, including any Pass-Through Charges. Recipharm shall submit an invoice, which shall be payable by the Customer immediately on receipt;

9.5.2 until the Customer has paid all amounts due to Recipharm in accordance with the provisions of clause 9.5.1, Recipharm shall be entitled to exercise a lien over any Pass-Through Items, API and/or Customer Materials until such time as the Customer has paid all sums due to Recipharm;

9.5.3 in respect of any excess inventory (but subject to clause 9.5.2 above):

(a) where such items are (i) Pass-Through Items that have already been invoiced by Recipharm and paid for by the Customer; or (ii) Customer Materials, such items shall be, at the discretion of the Customer either (a) shipped to Customer, freight collect or (b) destroyed by Recipharm;

(b) where such items are Products (including, in this case, work-in-process and finished goods) or Pass Through Items that have not yet been paid for by the Customer, the Customer shall pay for such items upon receipt of invoice and, once such items have been paid for, the items shall be, at the discretion of the Customer, either (a) shipped to Customer, freight collect or (b) destroyed by Recipharm;

(c) where such items are waste by-products, such items shall be destroyed by Recipharm;

9.5.4 the Customer shall bear one hundred percent (100%) of all return and/or destruction costs related to clause 9.5.3 above. All relevant destruction certification will be provided to the Customer;

9.5.5 any such destruction pursuant to clause 9.5.3 above shall be carried out in accordance with all applicable laws and regulations. Recipharm shall provide written notification to the Customer of its intent to dispose and or store obsolete inventory. If Recipharm does not receive disposition instructions from the Customer within sixty (60) days from date of notification, obsolete inventory remaining at Recipharm's facilities shall be subject to storage fees and/or destruction costs at Recipharm's discretion;

9.5.6 save where termination is by the Customer pursuant to clause 9.3, the Customer shall pay to Recipharm within thirty (30) days following the date of an invoice the compensation calculated upon the termination of the relevant project or phase as set out in the Proposal; and

9.5.7 Recipharm shall, for such period as may be agreed between the parties, technically support the Customer with the transfer of the manufacture of the relevant Product to a third party provided that the Customer shall pay Recipharm for such support at agreed rates.

9.6 Unless specifically agreed otherwise in the Proposal, in the event of termination by Customer without cause pursuant to clause 9.1 or by Recipharm for cause pursuant to clause 9.3, Customer will pay to Recipharm the remainder of the Product Price and/or Charges (as applicable) and any Pass-Through Charges less any cancellable costs of Recipharm.

9.7 Following termination or expiry of this Agreement, clauses 2.6, 6, 7, 8, 9, 11.4, 11.6 and any other clauses which expressly or impliedly continue to have effect after termination shall survive termination or expiry. Termination of this Agreement howsoever arising is without prejudice to the rights, duties and liabilities of either party accrued prior to termination.

10 Force Majeure

10.1 "**Force Majeure**" means in relation to either party, any circumstance beyond the reasonable control of that party including: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic (including COVID-19 and all strains thereof) and all laws, regulations, rules or guidance imposed as a consequence thereof; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; (f) collapse of buildings, fire, explosion or accident; (g) general market shortage or unavailability of any components or raw materials comprised within the Product; (h) any labour or trade dispute, strikes, industrial action or lockouts (other than in relation to such party's or its affiliate's own workforce); (i) non-performance by suppliers or subcontractors (except those that are an affiliate of that party); and (j) interruption or failure of utility service;

10.2 No party to this Agreement shall be liable to the other for any failure or delay in complying with its obligations under this Agreement where such delay or failure is reasonably attributable to an event of Force Majeure.

10.3 If either party seeks to rely upon the benefit of clause 10.2, it shall:

10.3.1 inform the other party as soon as reasonably practicable of the event of Force Majeure in question; and

10.3.2 use its reasonable endeavours to minimise the impact of that event of Force Majeure on its ability to perform its obligations and to recommence performance of all of those obligations as soon as reasonably practicable.

10.4 If either party is prevented from performing all or a substantial proportion of its obligations under a Proposal due to events of Force Majeure for a continuous period of ninety (90) or more days, then the other party shall at any-time thereafter be entitled to terminate the Proposal by service of written notice.

11 General

11.1 These Terms together with the Proposal(s) constitute the entire agreement and understanding between the parties in relation to the Services and supersede all prior oral and written understandings, arrangements, representations or agreements between them with respect to the subject matter of this Agreement. Each party acknowledges that it has not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement.

11.2 If the whole or any part of any provision of this Agreement is deemed by a court of competent jurisdiction or arbitration to be illegal, void, invalid, or unenforceable under the law of any jurisdiction the same shall, to the extent required, be deemed severable from the remainder of this Agreement and deleted and shall not affect the validity or enforceability of the remainder of this Agreement. It is the intent and agreement of the parties that this Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that achieves the same objective which is legal and enforceable. This clause 11.2 shall apply *mutatis mutandis* to any unintentional gap in this Agreement.

11.3 Neither party may assign its rights under this Agreement in whole or part to any third party (including any of its affiliates) without the prior written consent of the other party.

11.4 Only the parties and their successors and permitted assignees shall have a right to enforce any provision of this Agreement and no other person shall have any rights to enforce a term of this Agreement which confers a benefit on that person.

11.5 This Agreement shall not be capable of modification in any way whatsoever other than by the written and signed consent of both parties.

11.6 This Agreement and all matters relating to the Services shall be governed by and in accordance with the laws of Germany and shall be subject to the exclusive jurisdiction of the courts of Frankfurt.