



SANOFI GENERAL TERMS AND CONDITIONS

1. Definitions

In these **General Terms and Conditions** the following expressions shall have the following meaning:

CLIENT Sanofi Israel Ltd. with its registered office located at Green Work Park, Building E, Kibbutz Yakum, 6097600, Israel

PROVIDER or SUPPLIER: Any third party supplying goods and services to the CLIENT

Contracting Party(s): PROVIDER and/or SUPPLIER;

IPR: In the context of these General Terms and Conditions IPR shall be (i) any right arising out of or relating to patents (including the rights to patentable or non-patentable inventions, discoveries, know-how, trade secrets and other confidential information), designs, trademarks, domain names, databases, copyrights, (ii) any registration or application to register, renew and / or extend any of these rights and (iii) all other equivalent or similar forms of intellectual property rights existing in any country, registered or not;

Order: Any purchase order of the Client carried out under written orders entered by and between the CLIENT and PROVIDER related to supplying of goods and services by the SUPPLIER to the CLIENT

Damages: In the context of these General Terms and Conditions, Damages means all losses, costs, claims, damages, judgments, liabilities and expenses (including reasonable attorneys' fees and other reasonable out-of-pocket costs in connection therewith).

Control: the term "Control" (and its grammatical variations) shall mean (i) possession, direct or indirect, of the power to direct the management or policies of a person, whether through ownership of voting securities, by contract relating to voting rights, or otherwise or (ii) ownership, direct or indirect, of more than fifty percent (50%) of the outstanding voting securities or other ownership interest of such person).

2. Purpose

These General Terms and Conditions (hereinafter called "**GTCs**") shall govern and apply to all supplies of goods and services made by PROVIDER to the CLIENT and carried out under the Orders, with the exception of cases where both parties expressly and in writing agree upon different terms that, under the applicable legislation, take precedence by these GTCs.

SUPPLIER's general conditions of sale or similar terms are excluded and shall not apply on supply of any goods performance of any services to the CLIENT based on GTCs. For clarity, unless accepted in writing by a duly authorized officer of the Client, any terms or conditions of the SUPPLIER, which are different from or which purport to add to, modify, supersede or otherwise alter the terms and conditions contained in the GTCs, shall not be binding on the Client and will have no legal effect.

3. Term

The Order's validity/duration is limited. Unless a specific term is defined in the Order, the term of the Order shall expire when any and all obligations in respect with the Order have been performed. An Order cannot be unlimited or renewed/extended automatically or tacitly.

4. Termination

- 4.1 Without limiting their other rights or remedies, each Contracting Party may terminate the Order in its entirety or in part for any reason by giving written notice to the other Contracting Party. In such case, no termination charges apply except as expressly stated in this Termination section. The CLIENT will have no liability to the PROVIDER with respect to the termination of the Order.
- 4.2 The notice period is 3 months and begins on the day of delivery of the notice to the other Contracting Party.
- 4.3 Notwithstanding Section 4.1 and 4.2, the CLIENT shall be entitled to withdraw from the Order with immediate effect (i.e. by day of the delivery of the termination notice to the PROVIDER) in the event that the PROVIDER breaches its obligation of confidentiality (Section 10 of these GTCs), personal data protection (Section 13.1 of these GTCs), security (Section 12.5 of these GTCs), social regulations, ethics and business integrity (Section 13.3 of these GTCs), HSE/environmental (Section 13.4 of these GTCs), conflict of interests (Section 13.2 of these GTCs), pharmacovigilance (Section 12.6. of these GTCs).
- 4.4. Should any of the Contracting Parties substantially breach their obligations, the other Party may, without undue delay, withdraw from the Order entered. A substantial breach of obligation is such that that has been defined as substantial by the contracting Parties; or, had the Party subject of the breach would anticipate it, it would not entered the Order altogether; in other cases, the breach is not considered substantial. Repeated breaches by a Contracting Party represent a substantial breach. For the purpose of these GTCs, the substantial breach of obligation particularly includes the PROVIDER's default in executing the Delivery by more than 30 days unless expressly agreed otherwise in the Order.
- 4.5 4.5The PROVIDER will notify the CLIENT in writing as soon as possible after the PROVIDER announces publicly any information regarding any proposed change of Control of the PROVIDER (or if the change of Control will not be publicly announced, than no later than 30 business Days before the closing of the change of Control transaction or no later than 14 calendar days after the initial change of Control proposal has been submitted to the relevant regulatory authorities, the earlier of the two). The CLIENT will have the option to terminate the Order in its entirety upon written notice communicated to the PROVIDER within 30 days of the effective date of such Change of Control.
- 4.6 Upon termination of the Order, the PROVIDER shall deliver to the CLIENT all documentation, information and materials relating to the Order or destroy it according to the CLIENT's instruction.
- 4.7 In case of termination of the Order, the CLIENT is obliged to pay only for compliant goods / services delivered up to the effective date of termination.

5. Financial Conditions

5.1 Prices

- a. The price of the Delivery shall be stated in the Order. The price shall be inclusive of all charges for packing, shipping, carriage, insurance, Delivery and all other costs and duties including without limitation any and all taxes.
- b. No variation in the price or the required method of payment specified in the Order will be accepted without the prior written approval of the CLIENT, otherwise being null and void.

5.2 Invoicing

- a. The relevant invoice, duly issued and forwarded or sent by the PROVIDER to the CLIENT, must contain all essentials of tax and accounting documents in accordance with the applicable legislation.
- b. The PROVIDER will submit invoices in a single copy, only in electronic format through the preferred invoice reception channel(s) as defined under <https://suppliers.sanofi.com/invoicing> for the invoiced Sanofi entity at the invoice issue date. Submitted electronic invoices will include all elements specified by the applicable legal and tax requirements (e.g. description of the delivered goods/services etc.) and the ones enabling Sanofi to process them (e.g. Order number etc.) as defined under <https://suppliers.sanofi.com/invoicing> for the invoiced Sanofi entity at the invoice issue date. Sending a paper duplicate is explicitly not required and may have an impact on the PROVIDER from the perspective of taxation. Only electronic documents received through preferred channels represent valid original invoices. Invoices sent through other channels (e.g. paper) or that do not include all the elements referred to above will not be processed. Uncompliant invoices may be returned to the PROVIDER per email.

- c. In the case that the CLIENT returns the invoice to the PROVIDER, the PROVIDER shall be obliged to issue a new invoice containing all the above-mentioned essentials which must meet all the above-mentioned requirements and, pursuant to the Order or these GTOD, be free of all the above-mentioned due date issues.

5.3 Payment terms

- a. Payment term shall be according to conditions on the Order.
- b. According to CLIENT's corporate guidelines, payments to third parties channelled to bank accounts located in a country different from the country where the goods / services are delivered / rendered and different from the countries where the SUPPLIER and the CLIENT are incorporated are prohibited. Further payments made to third parties and / or channelled to bank accounts located in noncooperative countries (with exceptions when relating to commercial transactions operated within these countries), as defined by supra national bodies (OECD / FAFT) are also prohibited.
- c. Should the CLIENT, without a reason, fail to make the payment of the relevant amount, rightfully invoiced by the PROVIDER, by the invoice due date specified thus defaulting on the payment of the relevant amount and provided that the PROVIDER meets all their obligations towards the CLIENT in due manner, the PROVIDER shall be authorised to charge the CLIENT an interest on late payment in the amount of 0.05% of the due amount, excluding VAT, per day of such delay of the CLIENT.

6 Liability

The PROVIDER shall be responsible to full extent (i.e. no monetary cap is allowed) for any Damages or injury sustained, directly or indirectly by the CLIENT, including its affiliates, and its and their respective directors, officers, employees, servants, agents and representatives, its customers and any third party related to the CLIENT resulting from or arising out of any direct or indirect breach, negligent performance or failure or delay in performance of the terms of the Order caused by the PROVIDER itself, its personnel, its representatives, its affiliates and/or any of its subcontractors.

7 Insurance

- 7.1 The PROVIDER shall be obliged to take out a relevant damage liability insurance policy at its own expense covering the entire period of executing the subject of the Order and present a written proof of such insurance policy on CLIENT's request. The insurance shall cover all financial consequences of the PROVIDER's liability under any of the Orders stated in Section 6 of the GTCs. The PROVIDER shall at its cost arrange to take out all necessary insurance policies for the transportation of the goods in order to cover the value of the Order.
- 7.2. The PROVIDER shall notify the CLIENT on any modification, suspension or termination of its insurance policy in writing without unnecessary delay, not later than within 24 hours of such modification, suspension or termination of such insurance policy is effective.

8. Force Majeure

- 8.1 No Contracting Party shall be liable for a failure to perform under the Order if the failure or delay is occasioned by an external, unpredictable and irresistible (to be considered on a cumulative basis) event beyond the reasonable control of the Contracting Party (including but not limited to fire, explosion, flood, war, act of terrorism, accident, interruption of or delay in transportation, labour dispute, strike, suspension of operations or works, government action, riot or rebellion) making it impossible for a Contracting Party to fulfil its obligations under the Order (hereinafter "Force Majeure").
- 8.2 The affected Contracting Party shall notify the other Contracting Party in writing without undue delay of the occurrence of such Force Majeure event and provide to the other Contracting Party a statement or certificate of the existence of the circumstances constituting Force Majeure. The Contracting Party claiming Force Majeure shall adopt measures to minimise or remove the effects of Force Majeure and within the shortest possible time attempt to resume the performance of obligations affected by the event of Force Majeure in cooperation with the other Contracting Party if possible. Each Contracting Party will bear its own costs and expenses incurred in connection with the Force Majeure event.

- 8.3 Where the Force Majeure event lasts for a period of longer than 3 consecutive months or longer the Contracting Party that was not affected by the event shall be entitled to terminate the Order and the provisions of Section 4 above shall apply.

9. Audit

- 9.1. The CLIENT has the right, at any time upon reasonable notice, to audit the PROVIDER and its subcontractors, in order to reasonably verify that PROVIDER and its subcontractors are in compliance with all of its obligations under the Order and any applicable laws and regulations whenever the CLIENT deems it appropriate during the term of the Order and 3 years after its expiration / termination for any reason.
- 9.2. For the purpose of the audit above, the PROVIDER shall allow the CLIENT or a third party appointed by the CLIENT to carry out physical / on-site and documentary audits at sites / facilities / personnel of the PROVIDER or any of its subcontractors (including access to relevant systems, documents and individuals) relevant for review by the CLIENT or its agent. The PROVIDER will cooperate in good faith within the audits.
- 9.3. The result of the audit shall be considered as confidential information of both Contracting Parties. If the audit reveals any shortcomings or imminent shortcomings in the PROVIDER's and/or its subcontractor's compliance, the PROVIDER is obliged to implement any corrective / preventive action or CLIENT's recommendations to prevent or remediate such shortcomings at its own costs as well as bear the costs of such audit. Failure to remedy found shortcomings forms a reason for termination of the Order by the CLIENT under the Section 4.3 of these GTCs.
- 9.4. The PROVIDER shall immediately (not later than within 24 hours) notify the CLIENT of receipt of any notification from any authority that an inspection / audit / investigation of the PROVIDER will be performed (or that the inspection / audit / investigation has been performed without prior notice), which is related to the Order or may affect the performance of the Order.

10. Confidentiality

- 10.1 The Contracting Parties shall undertake to keep confidentiality of all matters they have learned or exchanged, directly or indirectly, in written, oral, electronic or any other form in connection with the Order and its subject, whether the information was labelled as confidential or not (hereinafter referred to as "**Confidential Information**").
- 10.2 Confidential information shall be protected with at least a reasonable care and it shall be used solely as necessary to perform the Order only for the duration of the performance of the Order.
- 10.3 Unless prior written consent is granted by the CLIENT, the PROVIDER cannot disclose Confidential Information to any third person. The PROVIDER may only disclose Confidential Information to its personnel and authorized subcontractors if necessary for the performance of the Order, provided that it ensures that they are subject to obligations of confidentiality corresponding to those which bind the PROVIDER. The PROVIDER remains fully liable in case of breach of confidentiality by any of the persons it disclosed the Confidential Information to.
- 10.4 The obligation of confidentiality pursuant to this Section shall not apply to Confidential Information, if the PROVIDER proves that:
- Certain Confidential Information is or has become publicly known by means other than the violation of the Order.
 - The Provider had available Confidential Information before it received the Confidential Information from the CLIENT, whereas it directly or indirectly did not receive it from the CLIENT.
 - Certain Confidential Information was given to the PROVIDER by a third party that was authorized to do so.
 - The disclosure of certain Confidential Information is required on the basis of an applicable legal regulations or a decision or notification to do so by a competent body or authority; or
 - the actual author of the given Confidential Information is the PROVIDER without the use of information provided by the CLIENT pursuant to the Order or a reference to it.
- 10.5 The CLIENT may issue communications containing Confidential Information, as reasonably required or useful in connection with any filing, submission or communication to regulatory authorities, provided that reasonable measures will be taken by the CLIENT to obtain confidential treatment of such information, to the extent such protection is available.

- 10.6 The obligation of confidentiality of Confidential Information is valid for the duration of the Order and shall continue for a period of ten (10) years after the expiration and/or termination of the Order, for any reason.
- 10.7 Upon termination of the Order or at any time upon the CLIENT's request the return or destruction of Confidential information shall be organized by the PROVIDER.

11. Intellectual property

- 11.1 Any element of IPR created by a Contracting Party or licensed to it by a third party before or completely independently from the performance of the Order shall vest in and remain at all times the property of a relevant Contracting Party.
- 11.2 All Intellectual Property Rights in the deliverables, which includes all outcomes resulting from the performance of the Order (including improvement and/or modification to CLIENT's pre-existing elements), regardless of their form, nature and state of completion, shall be owned by the CLIENT.
- 11.3 The PROVIDER hereby assigns to the CLIENT (or its nominee) with full title guarantee by way of present assignation of any existing IPR that do not automatically vest in the CLIENT under clause 11.2 of these GTCs.
- 11.4 The PROVIDER hereby grants to the CLIENT an exclusive, irrevocable, world-wide and perpetual licence to use, sublicense, assign, modify, develop, enhance and otherwise exploit in any manner any intellectual property rights that by operation of law cannot be assigned to the CLIENT under clause 11.3 of these GTCs, the license fee for the license granted according to the previous sentence has been included in the price of the Order.
- 11.5 The PROVIDER warrants that CLIENT will have peaceful enjoyment of all intellectual property rights granted, which shall imply that nothing provided under the Order violates the rights of any third party. In case of a third party's claim, the PROVIDER shall provide legal assistance / indemnify / substitute the CLIENT in court proceedings if possible.

12. Specific provision related to performance of the Order

12.1. **Order formalisation – Order acceptance – Order changes**

- a. Confirmation of the CLIENT's Order shall be required within one business day unless otherwise stated in the Order. An Order, not confirmed within the deadline specified, shall be deemed accepted (confirmed) by the PROVIDER unless expressly agreed otherwise by both Contracting Parties in writing. The CLIENT reserves the right to request a written confirmation in cases of certain Order types. The Order confirmation needs to be sent to an email address specified on the Order.
- b. Any amendments and modifications or deviations to these GTCs may, following entering/acceptance of the Order, only be made by express, written means by the CLIENT and PROVIDER.

12.2. **Performance of the Order**

- a. The place of performance for all deliveries of goods/services shall be CLIENT's registered seat (unless, in a particular case, a different place of performance is expressly agreed in writing or determined by the CLIENT).
- b. The PROVIDER must comply with the terms of the Order, these GTCs, applicable laws, professional standards/good industry practices. The PROVIDER undertakes to have the required skills, capacity, equipment and qualified personnel and warrants to hold and maintain all required administrative authorizations. The PROVIDER guarantees that its subcontractors, if any, will comply with the same obligations as provided herein.
- c. Given the CLIENT's absolute social and patient responsibility as a pharmaceutical company, any interruption or suspension of performance of the Order may have critical adverse consequences for the CLIENT and for the continuity of its business. As a result, the PROVIDER undertakes to continue at all times the performance of the Order by all possible means, including by maintaining an up-to-date business continuity and disaster recovery plan as necessary.

12.3. Acceptance of goods and/or services

- a. Following completion/execution of the Order and immediately after being utilized for the purpose of such Order completion/execution, all relevant technical documents shall be returned by the PROVIDER to the CLIENT.
- b. Forming a part of PROVIDER's invoice, a Transfer Note, Delivery Note, "Acknowledgment of Receipt" or other document agreed upon by the Contracting Parties, shall be drawn on the execution of the agreed performance delivery and signed by the Contracting Parties or their authorised representatives.
- c. Should the Order comprise special terms of delivery, technical or testing conditions and packaging-, marking- and shipping instructions, these shall be deemed to form a part thereof and be binding to both Contracting Parties as a prerequisite of due performance.
- d. Upon executing each delivery for the CLIENT as per the Order, the PROVIDER is also obliged to forward all documents related to the subject of such delivery or performance.
- e. Subject to the Order delivery meeting all above mentioned conditions (in particular of applicable laws, of the Order, and of these GTCs) and the PROVIDER carrying it out in a timely manner, with professional diligence, flawlessly and in compliance with CLIENT's requirements, the CLIENT shall undertake to accept the subject of delivery, including all documents, and make a payment of the price negotiated or provide other form of consideration as agreed.

12.4. Planning – Delays- Penalties

- a. Should the PROVIDER fail to meet the Delivery deadline under the Order thus defaulting on the Delivery execution and unless otherwise stipulated below, the CLIENT shall be authorised to claim from the PROVIDER a contractual penalty in the amount of 0.05% of the value of the Order value, excluding VAT, per each day of delay.
- b. The CLIENT shall have an exclusive right to refuse the delivery of the Order in case it is not delivered by the date stated in the Order confirmation.
- c. Should the subject of the Order involves execution of the work in accordance with the applicable legislation and in the case that the PROVIDER, under the Order, fails to execute the work in a timely manner thus defaulting on its execution, the CLIENT shall be authorised to claim from the PROVIDER a contractual penalty in the amount of 0.05% of the Order value, excluding VAT, for each day of default.
- d. Should the subject of the Order involves provision of a service and in the case that, under the Order, the PROVIDER fails to meet the deadline for its provision thus defaulting on it, the CLIENT shall be authorised to claim from the PROVIDER a contractual penalty in the amount of 0.05% of the Order value, excluding VAT, for each day of default.
- e. In the case that the PROVIDER defaults on elimination of performance defects occurring in the warranty period and the CLIENT rebukes the PROVIDER for them requesting their elimination, the CLIENT shall be authorised to claim from the PROVIDER a contractual penalty in the amount of 0.05% of the Order value, excluding VAT, for each day of default. Should the PROVIDER also fail to eliminate the defects within an additional period of 30 days provided to them by the CLIENT for the given purpose in writing, the CLIENT shall be authorised to arrange the defect elimination by a third party at the PROVIDER's cost reimbursement of which the PROVIDER shall undertake.
- f. The PROVIDER shall undertake to make a payment of the contractual penalty in the aforementioned cases.
- g. Making the payment of the contractual penalty shall not affect or limit the CLIENT's entitlement to a compensation of damage incurred as a result of PROVIDER's default to which the penalty shall apply, particularly in the amount exceeding the contractual penalty already paid by the PROVIDER; at the same time, it shall not affect CLIENT's right to terminate the Order early under Section 4.4 of these GTCs.

12.5. Information security and quality measures

PROVIDER shall comply and shall procure that each of PROVIDER's Personnel and permitted subcontractors shall comply at a minimum with the information security and quality measures provisions currently set out in <https://suppliers.sanofi.com/en/standards-and-procedures> as amended by CLIENT from time to time. Such terms are hereby incorporated herein by reference and the Contracting Parties expressly commit to comply with them.

12.6. Pharmacovigilance

Where the Order is related to the CLIENT's product, specific pharmacovigilance requirements will apply. In this case, PROVIDER and CLIENT shall comply with the terms of the applicable pharmacovigilance clause currently available at <https://suppliers.sanofi.com/en/standards-and-procedures> as amended by CLIENT from time to time. Such terms are hereby incorporated herein by reference and the Contracting Parties expressly commit to comply with them.

12.7. Warranties

- a. The PROVIDER shall guarantee the faithful and meticulous performance of the Order, and warrant that the goods supplied and services provided are of the agreed quality, that they comply with safety standards and that they are free of all material and legal defects that could reduce their value or their suitability for their intended purpose.
- b. The period of warranty shall be for 2 years from the hand-over of the Order by the CLIENT or longer if (i) the PROVIDER offers a longer period of warranty, or (ii) if agreed by the Contractual Parties or (iii) if stipulated by law. In case of doubt, the longest specified warranty period always takes precedence. There shall be no restrictions to the CLIENT's right to invoke the warranty during the period in question.
- c. Should the deliverables subject of an Order be found to contain defects, the CLIENT shall have the choice of requiring the PROVIDER to either correct / complement / replace the defective or nonconforming goods / deliverables and / or services or return such for full credit, all at PROVIDER's costs. That applies without prejudice to any other rights or remedies the CLIENT may have under the Order and applicable law.
- d. Unless expressly agreed otherwise, the PROVIDER shall be obliged to eliminate defects occurring throughout the warranty period, particularly in the following manner:
 - i. Defects hindering CLIENT's business activities within one business day (emergency restoration of operation) from reporting the defect provided that it is objectively allowed by the technological procedure of its elimination;
 - ii. Other defects no later than one month after being reported unless otherwise specified.
- e. If the PROVIDER does not eliminate the defects that occur during the warranty period in accordance with this paragraph, the CLIENT may withdraw from the Order.
- f. The CLIENT may at any time carry out the performance by itself or by a third party with PROVIDER's cooperation and assistance after any breach of the Order at PROVIDER's costs, without prejudice to any other rights or remedies CLIENT may have under the Order and applicable law.

12.8. Delivery – Transfer of ownership and risks

- a. The PROVIDER shall be obliged to follow the shipping instructions provided to it by the CLIENT unless agreed otherwise by the Contracting Parties or required by the CLIENT.
- b. The transfer of risk shall comply with the agreed upon Incoterms. Unless otherwise agreed, the delivery must be made according to DAP (Delivery at Place) (Incoterms 2020), free to destination. For machines and technical installations, the risks are not transferred to the CLIENT until confirmation that a functional test has been positively concluded.
- c. By accepting the Order delivery, the CLIENT becomes an exclusive and unrestricted owner of such delivery (provided that such subject is fit to be a subject of property rights). The PROVIDER is obliged and undertakes to allow the CLIENT to acquire the property rights to such subject of delivery. In the case that the exclusive and unrestricted ownership cannot be acquired, the PROVIDER must always provide the CLIENT with an advance written notice of the matter.

12.9. Rules applicable in the event of on-site activities

- a. The PROVIDER must comply and fully cause its personnel/subcontractors to comply with the access, hygiene, safety, environmental instructions, rules and regulations in force on CLIENT's site, regardless of their form. The PROVIDER undertakes to immediately inform CLIENT in case of event which may generate a risk for the environment, health and/or safety of personnel/equipment and warrants not to cause any difficulty for or damage to other contractors working simultaneously on CLIENT's site.
- b. In case of breach of any rules above, the CLIENT shall be entitled to request the immediate eviction of any of the PROVIDER's personnel / subcontractors and / or terminate the Order.

13. Additional Provisions

13.1 **Personal Data protection**

Under this article, the Parties agree that the terms “Personal Data”, “Controller”, “Processor”, “Processing”, “Applicable Data Protection Law”, “Services” and “Order” shall have the meaning assigned to them in the Data Processing Order (if applicable) or otherwise the meaning assigned to them in these General Terms and Conditions or, as the case may be, in the applicable law.

Each Party shall, with regards to its own respective Processing activities for which it acts as a Controller, comply with its own obligations under Applicable Data Protection Law.

The Parties agree that, for the purposes of performing the Order under these General Terms and Conditions, PROVIDER does not process Personal Data on behalf of CLIENT.

However, to the extent that PROVIDER processes any Personal Data on CLIENT’s behalf within the scope of the Order or should PROVIDER identify the fact that, during the performance of the Order, PROVIDER is processing Personal data on CLIENT’s behalf (in such case, PROVIDER shall immediately inform CLIENT thereof), such Processing shall be governed by the terms of the Data Processing Order currently available at the following address and as amended by CLIENT from time to time: <https://suppliers.sanofi.com/en/standards-and-procedures> .

Such terms are hereby incorporated herein by reference and the Parties expressly commit to comply with them.

Where the performance of the Order under the General Terms and Conditions benefits affiliates of CLIENT, either directly or through the signature of any relevant documentation (e.g. statement of work, Order, etc.), the Parties expressly agree that each CLIENT affiliate shall be regarded as a Controller independently in its own right.

13.2 **Global Compact - Anti-corruption, Conflict of Interest, Transparency, Restricted Parties Screening – Conflict Minerals**

Global Compact. Sanofi is a member of the Global Compact established by the United Nations (<https://www.unglobalcompact.org>) and has undertaken to support and apply certain fundamental principles in the fields of human rights, working conditions, the environment and anti-corruption. Relations with CLIENT at the time of any Order are contingent upon PROVIDER’s respect for this same principles as well any specific code of conduct implementing such principles by CLIENT such as the Sanofi PROVIDER Code of Conduct (https://suppliers.sanofi.com/statics/pdfs/Supplier_Code_of_Conduct_2022.pdf) and the Sanofi Code of Ethics (<https://www.codeofconduct.sanofi/>). PROVIDER undertakes to respect these principles and/or codes of conduct during the performance of the Order and set up sufficient internal procedures, tools and measurement indicators necessary to guarantee compliance with these principles. It authorizes CLIENT to assess the effectiveness of these, itself or through a third part approved by the two Parties.

Anti-Corruption. PROVIDER undertakes to comply with all applicable national and international laws and regulations regarding the prevention of and fight against corruption and influence peddling. This commitment must be extended, by PROVIDER to all the third parties to whom PROVIDER may subcontract all or part of the Order. PROVIDER undertakes to never propose to Sanofi employees any sum of money, gifts, loans, rebates or valuable objects.

Conflict of interests. PROVIDER declares that on the proof of receipt date of the purchase order formalizing the Order, no conflict of interests (hereinafter the “Conflict of Interests”) exists to affect or that is likely to affect the performance of the Service(s) or the supplying of the Goods due to these interests conflicting with their proper realization to the detriment of CLIENT’s interests. In addition, PROVIDER undertakes to declare any Conflict of Interest arising during performance of the Order. In this event, CLIENT shall have the right to exercise its right of termination under the conditions provided for in the GTCs.

Transparency. In the event applicable to PROVIDER, CLIENT shall make public the existence of this Order together with any amounts of costs paid within the framework of the Order in accordance with the prevailing legal and regulatory provisions relating to the transparency of personal connections.

Restricted Parties Screening. PROVIDER shall comply with any and all applicable trade regulations (including but not limited to those on embargo and embargoed countries) and shall

take all the necessary measures not to work with entities or individuals who are on any (national or international) sanctions and similar restrictions lists.

Conflict Minerals. PROVIDER shall not use, and shall not allow to be used, any (a) cassiterite, columbite-tantalite, gold, wolframite, or the derivatives tantalum, tin or tungsten (“Initial Conflict Minerals”) that originated in the Democratic Republic of Congo (“DRC”) or an adjoining country, or (b) any other mineral or its derivatives determined by the Secretary of State to be financing conflict pursuant to Section 13p of the Securities and Exchange Act of 1934 (“Additional Conflict Minerals”, and together with the Initial Conflict Minerals, “Conflict Minerals”), in the manufacturing of any Product that is implied in the performance of the Order. Notwithstanding the foregoing, if PROVIDER uses, or determines that it has used, a Conflict Mineral in the manufacturing of any such Product(s), PROVIDER shall immediately notify CLIENT, which notice shall contain a written description of the use of the Conflict Mineral, including, without limitation, whether the Conflict Mineral appears in any amount in the Product(s) (including trace amounts) and a valid and verifiable certificate of origin of the Conflict Mineral used. PROVIDER must be able to demonstrate that it undertook a reasonable country of origin inquiry and due diligence process in connection with its preparation and Delivery of the certificate of origin.

13.3 **Requirements pursuant to social regulation**

The PROVIDER is obliged to fulfil towards its employees the obligation of paying the legal minimum wage as well as taxes and social security contributions and if necessary, at the request of the CLIENT, to provide appropriate proof thereof.

13.4. **Environment**

The PROVIDER shall undertake to perform all activities and tasks in accordance with principles applied within the environmental protection management system in accordance with all environmental protection rules and regulations, relating notably to chemicals and classified facilities, including, where applicable, REACH Regulation (EC 1907/2006) / CLP Regulation (EC 1272/2008) / BPR Regulation (EU 528/2012) / IED Directive 2010/75/EU.

13.5. **Other provisions**

The PROVIDER undertakes that the delivery subject of the Order will be suitable for use for the agreed purpose for the period specified in its liability for defects and that it will retain the agreed properties. The PROVIDER shall be further responsible for the characteristics of the delivery they execute, pursuant to the applicable regulations.

- a. The PROVIDER shall be responsible for the integrity, accuracy and professional execution of their own technical documentation which must comply with all applicable legal and technical regulations. In the case that the subject of the Order also includes assembly or installation thereof, the PROVIDER shall be responsible for the assembly and installation of the subject of the Order carried out in due manner and with professional diligence, including its commissioning and carrying out comprehensive tests. On CLIENT’s request, the PROVIDER shall be obliged to participate in or provide technical assistance during field tests.
- b. In the context of manufacturers’, importers’ and distributors’ obligations upon launching products onto the markets, the PROVIDER shall, in the cases of selected products, be liable pursuant to the relevant provisions the applicable law.
- c. The CLIENT shall undertake to allow the PROVIDER or PROVIDER’s appointed personnel access to the relevant parts of their premises should it be essential for the purpose of executing the relevant Order.
- d. In the case of damage to CLIENT’s property, the PROVIDER shall be obliged to immediately notify the CLIENT or a person authorised by them.

14. **Miscellaneous**

14.1 **Transfer – Assignment**

- a. The PROVIDER shall not be allowed to transfer or assign any rights under this Order or Order as a whole or in part to a third party without obtaining the CLIENT’s prior written consent, otherwise null and void. In any event, the PROVIDER remains jointly and severally liable with the transferee/assignee.
- b. The CLIENT shall be allowed to freely transfer/assign its rights and obligations to any third party without obtaining the PROVIDER’s prior consent.

14.2. Subcontracting

The PROVIDER shall not be allowed to subcontract whole or part of its rights or obligations under this Order without the CLIENT's prior written consent. In any event, the PROVIDER remains jointly and severally liable with the subcontractor. The PROVIDER is obliged to include in any agreement concluded with its subcontractor relevant provisions which will stipulate subcontractor's obligations related to each Order, in the manner no less stringent than whose PROVIDER is itself committed to in each Order.

14.3 Language

Should these GTCs are executed in the Hebrew and English language versions. In case of discrepancies between language versions the English version shall prevail.

15. Governing law and dispute resolution**15.1. Governing law**

- a. All legal relationships, arising from or associated with the Order, shall only be adjudicated in accordance with and on the basis of the laws of Israel, without regard to conflict of law principles.
- b. The application of the UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) shall be expressly excluded.

15.2. Dispute resolution

- a. All disputes, arising in relation to the Order, shall be settled by the Contracting Parties, particularly by means of bilateral negotiations and reaching an eventual consensus.
- b. However, should the negotiations fail to reach the compromise or consensus between the Contracting Parties, all disputes, arising in relation to the Order subject execution or being otherwise associated with the Order, shall be resolved exclusively by the competent courts of Israel, having its jurisdiction over the CLIENT's registered office.

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