As used herein, "PROVIDER" includes PROVIDER, its subsidiaries and affiliates; "CLIENT" includes sanofi-aventis Korea Co., Ltd. and its subsidiaries and affiliates. PROVIDER and CLIENT hereby agree as follows:

ARTICLE 1 DEFINITIONS

The terms used in this GCP shall have the following meaning:

"Affiliate(s)" shall mean with respect to each Party, any corporation, company, partnership or other entity which controls, is controlled by, or is under common control with such Party as the case may be. For purposes of this definition, "control" shall mean direct or indirect ownership of more than fifty percent (50%) of the voting stock (or other comparable ownership interest) of a corporation or entity or the power to direct the management of a corporation or entity through ownership of stock, by contract or otherwise.

"Applicable Laws" shall mean all laws, regulations, professional standards, regulatory policies, licenses, good laboratory/clinical/industry/distribution/manufacturing practices (GxP) which are in force from time to time during the term of the Order, including any amendment to any of them and which apply to the subject matter referenced in this Order.

"CLIENT" shall mean, as relevant, sanofi-aventis Korea Co., Ltd. and its subsidiaries and Affiliates as the issuer of an Order.

"Confidential Information" shall mean any data and/or information of any kind whatsoever, whether or not labeled as confidential, that relates or refers to the Order, or to CLIENT's or PROVIDER's business activity and that is disclosed directly or indirectly by a Party to the other, or otherwise obtained by a Party from the other as a result of negotiating or completing the Order, either directly or indirectly, in writing, orally, electronically, visually or in any other form.

"Day(s)" shall mean any calendar day of the year.

"Deliverable(s)" shall mean all materials specifically created, generated, designed, prepared or developed by PROVIDER for CLIENT, and designated as a Deliverable under an Order, including, but not limited to, any design, database, file, document, training material, data, report, note, study or analytical document, minutes or report, final report, creative idea delivered as part of the strategic ideation phase and/or the creative phase of any project, trademark, digital development, specifications, update and version installations of programs and/or interface designed, created, submitted, developed, written in object code or source code by PROVIDER specifically for CLIENT, whether or not protected or capable of being protected by intellectual property Applicable Laws, circumstances of the CLIENT or the environment. CLIENT may, without prejudice to its other rights or remedies, terminate without requiring any judicial formalities the Order, in whole or in part, with immediate effect and without prior Notice, in the event of: repeated delays, significant consequences due to uncompliant performance, regulatory decisions stating that the Services and/or Products do not suit the pharmaceutical specialties, non-compliance with articles "Confidentiality", "Information security and quality measures", "Pharmacovigilance", "Personal data protection", "Global compact – Anti-Corruption – Conflict of Interest – Transparency – Restricted Parties Screening – Conflict Minerals", "Requirements pursuant to social regulation", "Environment", "Transfer – Assignment", "Subcontracting" and/or "Export control".

4.3 Termination for PROVIDER's Change of Control. In case of PROVIDER's Change of Control or if a CLIENT's competitor acquires equity or voting rights in PROVIDER, PROVIDER will immediately Notify CLIENT thereof. "Change of Control" means any organizational change of PROVIDER resulting in either (i) the main shareholder of the Party in question at the time of establishing of the Order no longer having effective control of the Party; or (ii) any significant change in the shareholding structure of said Party, affecting its control. In this case, CLIENT reserves the right to, without prejudice to its other rights or remedies, terminate without requiring any judicial formalities the Order, in whole or in part, with immediate effect, subject to a fifteen (15) Day prior Notice, without incurring any liability, fees, damages or compensation whatsoever.

4.4 Termination for a force majeure event. In case of a force majeure event under the conditions of Article 8 below, the non-affected Party may terminate the Order pursuant to provisions specified therein.

4.5 Termination consequences. In addition to the provisions laid down in article "Expiration consequences", in case of any termination, PROVIDER will immediately cease incurring or committing to any cost in connection with the Order. CLIENT will only be required to pay to PROVIDER the sums corresponding to the compliant performance of the Order not yet invoiced up to the effective date of termination, no other amounts or compensation shall be owed by CLIENT to PROVIDER for such termination. If applicable, PROVIDER will reimburse any advance payment received for part of the Order not performed yet or any payment received for defective or uncompliant

including developments, adaptations, improvements and modifications made by PROVIDER to the Pre-Existing Elements of CLIENT, and delivered to CLIENT under the Order, and any IPR related to thereto.

"GCP" shall mean these general conditions of purchase applicable to the Orders.

"IPR" shall mean, as standing for Intellectual Property Rights, (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 (and service marks, distinctive signs such as, logos, trade or business names, brand names, company names, shop signs, domain names and URLs), copyrights (including author's rights) and neighboring rights, rights to any software in object code or source code, rights to databases), (ii) any registration or application to register, renew and/or extend any of these rights, and (iii) all other intellectual property rights, registered or not, susceptible of being registered or not, existing in any country, as well as the goodwill relating thereto.

"Notice" shall mean a prior notification of any nature and/or format whatsoever (e.g. registered letter, email) that is sent by a Party to the other in writing with an acknowledgement of receipt. "Notify" and "Notified" will be construed accordingly. All Notices shall be considered given when (i) delivered personally, (ii) sent by commercial overnight courier with written verification receipt, or (iii) three (3) days after having been sent, postage prepaid, by certified mail.

"Order(s)" shall mean any purchase order issued by CLIENT to PROVIDER stating, at minimum, the description of the Services or Products, as the case may be, and any relevant associated information. The Order includes the GCP and the SCP.

"Party(ies)" shall mean individually either CLIENT or PROVIDER, as the case may be, or collectively both of them, as applicable.

"Personnel" shall mean, in relation to PROVIDER, any of its (i) employees (ii) individual consultants under its responsibility or (iii) those of its providers, authorized agents or subcontractors (including PROVIDER's Affiliates) assigned to the provision of the Services or Products; and, in relation to CLIENT, any of its (i) employees (ii) contingent and/or temporary workers and/or (iii) individual consultants under CLIENT's responsibility.

"Pre-Existing Element(s)" shall mean any technology, know-how, design, database software, data, invention, copyright, algorithm and computer source code information, material, document, product owned, or any other element in any form whatsoever developed by a Party or licensed to it by Third Parties before or completely independently from the performance of the Order, whether or not patentable, patented, protectable or protected by any IPR.

"Product(s)" shall mean any product, hardware, Services and/or Products.

4.6 Cancellation. In case PROVIDER breaches or fails to perform any of its obligations, CLIENT may, without prejudice to its other rights or remedies, cancel at any time and without requiring any judicial formalities the Order, in part or in whole, with immediate effect, subject to a fifteen (15) Days prior Notice without requiring to be answered by PROVIDER. Consequently, in addition to its obligations under article "Termination consequences" above, PROVIDER will reimburse CLIENT, on the date of cancellation, all sums collected in connection with the Order.

ARTICLE 5 FINANCIAL CONDITIONS

5.1 Prices. Unless otherwise provided in the SCP, everything indicated in the Order as to be supplied or executed by PROVIDER is deemed to be entirely included in the prices specified in the Order. Subject to the compliant performance of its obligations under the Order, CLIENT will pay PROVIDER (i) the amount agreed upon and specified in the applicable purchase order, or (ii) PROVIDER's quoted price on date of shipment (for Products) or the date of Services were started (for Services), whichever is lower. The amount will be given in Korean Won and understood to exclude tax. Applicable taxes and other charges such as shipping costs, duties, customs, tariffs, imposts and government imposed surcharges shall be stated separately on PROVIDER's invoice. All personal property taxes assessable upon the Products prior to receipt by CLIENT of Products conforming to the Order shall be borne by PROVIDER. PROVIDER shall be solely responsible for filing the appropriate local tax forms and paying all such taxes or fees due with respect to PROVIDER's receipt of payment under this Order. PROVIDER further agrees to provide CLIENT with reasonable assistance in the event of a government audit.

5.2 Invoicing. Unless otherwise provided for by Applicable Laws, PROVIDER will be entitled to invoice for payment when the Products are actually delivered or after the full performance of the Services in accordance with the provisions of the Order. 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 at the invoice issue date. Submitted electronic invoices will include all elements specified by Applicable Laws (e.g. description of the Products/Services) and the ones enabling CLIENT to process them (including, but not limited to, the Order number, or any supporting document accompanying the detail of invoiced items including those requested by CLIENT when necessary) as defined under https://suppliers.sanofi.com/invoicing at the invoice issue date. Sending a paper duplicate is explicitly

software, equipment or goods of all kinds, including the provision of associated Deliverables, to be supplied by PROVIDER as per the terms of the Order for use notably in the pharmaceutical field.

"PROVIDER" shall mean the company, individual, entity or any Affiliates of said company, individual, entity which provides the Services or supplies the Products as per the terms of the Order. PROVIDER is an independent contractor for all purposes, without express or implied authority to bind CLIENT by contract or otherwise. Neither PROVIDER nor its Personnel are agents or employees of CLIENT.

"SCP" shall mean, regardless of its title, the special conditions of purchase expressly accepted by CLIENT and PROVIDER applicable to the Order including, if any, the mutually accepted amendment(s) to the GCP.

"Services" shall mean the services of all kinds, including the provision of associated Deliverables, to be provided by PROVIDER as per the terms of the Order for use notably in the pharmaceutical field.

"Third Party(ies)" shall mean any company, individual or entity other than CLIENT, PROVIDER or their Affiliates.

ARTICLE 2 PURPOSE

2.1 Scope. The GCP apply indiscriminately to the supply of any Product and to the performance of any Services provided by PROVIDER under the Order.

2.2 Order of precedence. CLIENT is open to the mutual negotiation of the general terms and conditions of sale that PROVIDER will communicate. Nevertheless, by accepting the Order as per the provisions hereunder, PROVIDER expressly agrees to the GCP which will prevail over the general terms and conditions of sale of PROVIDER, unless otherwise agreed in writing between the Parties after negotiating them. The GCP can only be amended and/or supplemented by the SCP which will then prevail over the GCP. Any terms and conditions contained in PROVIDER's proposal, invoice, acknowledgment or any document whatsoever (including the content of documents that may be incorporated through URL links) other than in the SCP, are null and void. If an Order is issued under a specific separate contract concluded in writing between the Parties, the provisions of this contract alone will govern.

ARTICLE 3 TERM

3.1 Duration. The GCP and the SCP are effective as from the issuance of the Order by CLIENT and will remain in full force and effect for the duration of the Order, unless otherwise provided herein. The Order may not be tacitly renewed and may only be extended by means of an amendment or change in Order, which shall be either signed or agreed (as applicable) by duly authorized representative(s) of the Parties.

3.2 Expiration consequences. Upon expiration of the Order or at the end of the reversibility phase as the case may be, PROVIDER will promptly return, at its own

not required and may have an impact on 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 PROVIDER per email.

5.3 Payment terms. CLIENT will pay PROVIDER by bank transfer using the account details PROVIDER has previously provided. In the event the Parties enter into a SCP, payment must be made within the time frame specified in the SCP. Unless otherwise stipulated by the SCP or Applicable Laws, CLIENT shall pay the invoiced amount by the following ninety (90) days after receipt of a correct invoice and tax statement. No advance payment will be made by CLIENT to PROVIDER. However, if advance payments are authorized, CLIENT will be entitled to ask PROVIDER to provide an irrevocable first-demand bank guarantee for the refund of such advance, issued by a reputable bank to an equivalent amount.

ARTICLE 6 LIABILITY

The Order is performed under the full liability of PROVIDER. In this respect, PROVIDER is liable for any injury, damage or loss whatsoever, suffered by CLIENT, its Personnel, representatives, Affiliates, customers and/or any Third Party, resulting from or in relation to any PROVIDER's breach, error, negligence, omission and/or fault whether caused by PROVIDER itself, its Personnel, representatives and/or Affiliates.

IN NO EVENT SHALL CLIENT BE LIABLE TO PROVIDER OR PROVIDER'S PERSONNELS, OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, WHETHER OR NOT CLIENT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

PROVIDER shall indemnify, hold harmless, and at CLIENT's request, defend CLIENT, its officers, directors, customers, agents and employees, against all claims, liabilities, damages, losses and expenses, including attorneys' fees and cost of suit arising out of or in any way connected with the Products or Services provided under this Order. PROVIDER shall not settle any such suit or claim without CLIENT's prior written approval. PROVIDER agrees to pay or reimburse all costs that may be incurred by CLIENT in enforcing this indemnity, including attorneys' fees.

Should CLIENT's use, or use by its distributors, subcontractors or customers, of any Products or Services purchased from PROVIDER be enjoined, be threatened by injunction, or be the subject of any legal proceeding, PROVIDER shall, at is sole cost

costs, to CLIENT all equipment and devices lent to or put at its disposal, together with any information, document, material and data (including Confidential Information) provided by CLIENT, which will be either returned or, upon CLIENT's request, securely destroyed and certified in a signed statement, without the possibility for PROVIDER to retain any kind of copy, extract and/or summary, except for one (1) copy that PROVIDER may keep for legal purposes.

In addition, PROVIDER will stop using CLIENT's data in any way whatsoever, unless expressly authorized by CLIENT and will provide CLIENT, as applicable, with a written final report detailing the Services performed until such expiration. When necessary, CLIENT will also make its best efforts to assist CLIENT in the qualification of an alternate Third-Party supplier for the supply of Products, without being however required to disclose any of its trade secret.

3.3 Reversibility. Upon expiration of the Order, PROVIDER will supply to CLIENT, without additional cost for CLIENT, with any necessary assistance to ensure the transfer of Services in order to prevent any interruption of performance and to allow CLIENT to resume them either by itself or by any Third-Party service provider. PROVIDER will notably transfer its expertise in relation to the Deliverables in such a way as to ensure that CLIENT or its Third Party service provider may continue using them in the best possible conditions. PROVIDER will meet the timelines agreed between the Parties, while continuing its efforts to limit the duration of this reversibility phase.

ARTICLE 4 TERMINATION

4.1 Termination for default. In case either Party breaches or fails to perform any of its obligations, the other Party will Notify the defaulting Party thereof, and if the defaulting Party fails to remedy such default within fifteen (15) Days after receipt of such Notify, the other Party may, without prejudice to its other rights or remedies, terminate without requiring any judicial formalities the Order for default, in whole or in part, with immediate effect, after sending a Notice to the defaulting Party.

4.2 CLIENT's right to terminate. CLIENT may terminate the Order, in whole or in part, by giving written notice at least thirty (30) days prior to the desired termination date in the event CLIENT no longer requires the Order due to changes in

Each Party will bear its own costs and expenses incurred in connection with the force majeure event.

8.3 Termination cases. Should the Parties fail to agree on the measures required and should the force majeure event exceed a period of fifteen (15) Days from the Notice, the non-affected Party will be entitled to immediately terminate whole or part of the Order without requiring any judicial formalities and without and expense, either (a) substitute fully equivalent non-infringing Products or Services; (b) modify the Products or Services so that they no longer infringe but remain fully equivalent in functionality; (c) obtain for CLIENT, its distributors, subcontractors or customers the right to continue using the Products or Services; or (d) if none of the foregoing is possible, refund all amounts paid for the infringing Products or Services.

ARTICLE 7 INSURANCE

Without limitation to its obligations and responsibilities under the Order, PROVIDER represents to hold and maintain, at its own expense, and throughout the whole duration of the Order, all necessary insurance policies to cover all financial consequences of the liability that would arise out of or be in connection with the performance of the Order, for any injury, damage or loss whatsoever that it may cause to CLIENT, its Personnel, representatives, Affiliates, customers or any Third Party while performing the Order. The insurance coverage will not relieve PROVIDER of any of its responsibility for injury, damage or loss in excess of insurance limits or otherwise. PROVIDER shall be solely responsible for maintaining and requiring PROVIDER's Personnels to maintain such adequate health, auto, workers' compensation, unemployment compensation, disability, liability, and other insurance, as is required by law or as is the common practice in PROVIDER's and PROVIDER's Personnels' trades or businesses, whichever affords greater coverage. Upon CLIENT's request, PROVIDER will promptly provide it with a certificate from the insurer(s) or the insurer's authorized representative, or in the case of self-insurance, an authorized corporate officer evidencing such insurance coverage. All these insurance policies must be taken out by PROVIDER to allow it to Notify CLIENT at least thirty (30) Days before any cancellation, termination, modification or suspension of these insurance policies during the term of this Order.

ARTICLE 8 FORCE MAJEURE

8.1 Scope. Neither CLIENT nor PROVIDER will be held responsible for any shortcoming or delay in the performance of its obligations that may be due to a force majeure event which is circumstances beyond its control which make such performance commercially impractical including, but not limited to, acts of God, fire, flood, acts of war, government action, accident, labor difficulties or shortage, inability to obtain materials, equipment or transportation.

8.2 General obligations. Should a force majeure event affect the Order, the affected Party will immediately Notify the non-affected Party thereof. In this case, the Parties must promptly meet and

any compensation to be claimed for this purpose.

ARTICLE 9 AUDIT

9.1 Scope. The Parties agree that CLIENT may at its own costs, upon reasonable Notice and at any time during the Order and three (3) years following its expiry, carry out an on-site or documentary audit by itself or by an independent body of its choice to investigate PROVIDER's and its Personnel's compliance with their obligations and any Applicable Laws.

9.2 General obligations. For the purpose of this audit, PROVIDER agrees (i) to grant and facilitate access to the auditors to its and those of its subcontractors' and Personnel's relevant sites, facilities, systems, documents, employees (ii) to ensure that all documentation is "inspection-ready" (iii) to cooperate fully in good faith with them and (iv) to provide them with all necessary information and logistical support to carry out the audit. The Parties acknowledge that the audit will be carried out subject to article "Confidentiality" and as a result, PROVIDER will not be allowed to request any specific confidentiality disclosure agreement to the auditors for the performance of the audit.

9.3 Consequences. Following the audit (including any Health, Safety and Environment audit), a non-compliance is detected or if CLIENT voices recommendations or reservations, PROVIDER agrees to implement, at its sole expense, the corrective and preventive actions promptly as from CLIENT's Notice or provision of the report and to follow the recommendations and/or reservations expressed by CLIENT. In this event, PROVIDER will reimburse to CLIENT all costs of the audit (including the fees of the independent auditors). Any failure to remedy a breach identified during the audit will allow CLIENT to terminate the Order for breach.

9.4 Audit report. The results of the audit must be considered as a Confidential Information of both Parties and a copy of the audit report will be provided free of charge by CLIENT to PROVIDER upon request.

9.5 Authority inspection. Should a competent authority or authority with an interest in the activities of PROVIDER carry out or intend to carry out an audit and/or inspection of PROVIDER in such a way that it may somehow relate to the Order or affect PROVIDER ability to perform the Order, PROVIDER will, at no additional cost for CLIENT, promptly Notify CLIENT thereof together with the measures subsequently taken or proposed.

ARTICLE 10 CONFIDENTIALITY

10.1 Scope. For the purpose of this article, "Discloser" or "Recipient" means, as relevant, either one of the Parties that (i) either discloses directly or indirectly (the "Discloser") or (ii) receives or may have access to (the "Recipient"), Confidential Information for the performance of the Order. Obligations defined in this article do not apply to Confidential Information for

make their best efforts to mitigate the effects of the force majeure event. At CLIENT's sole option, the quantities of Products and/or part of the Services so affected by the force majeure event may be eliminated from the Order without incurring any liability, fees, damages or compensation whatsoever, but the Order will remain otherwise unaffected. Without prejudice to the foregoing, at the end of the force majeure event and its effects, each Party will promptly resume the performance of its obligations thus suspended.

from and against any claims, actions and liability incurred and provide, as relevant, legal assistance for its defense and/or substitution in any proceedings, except otherwise decided by CLIENT. PROVIDER will also indemnify CLIENT for all costs and damages incurred from condemnation, notably including lawyers' and consultants' fees, compensation, ancillary costs in addition to the damages corresponding to the potential loss of use and/or sums due under a settlement agreement, costs and expenses for performance continuity. In addition, PROVIDER should be obliged, at its expense and at CLIENT's discretion, to (i) obtain the right for CLIENT to continue using as applicable the Products, Services, Pre-Existing Element and/or Deliverable (ii) replace or modify the concerned item or part thereof such as it no longer infringes Third Parties' right, provided that this does not cause any adverse effect on the Products/Services/Deliverables or their intended use or (iii) refund or reduce the price paid. If the Parties fail to reach an agreement regarding the aforesaid, CLIENT may terminate the Order or part thereof for PROVIDER's breach.

PROVIDER warrants that no open-source software is used for the performance of the Order and therefore included in, embedded in, relied upon, called upon, linked to, or incorporated into any Deliverable that would (i) requires either PROVIDER or CLIENT and/or its Affiliates to license or distribute any Deliverable for free or for a limited charge to the public or (ii) limit CLIENT's and/or its Affiliates' use and exploitation of the Deliverable as described in this article "Intellectual Property".

The provisions of this article will remain in effect after the end of the Order for any reason whatsoever.

ARTICLE 12 SPECIFIC PROVISIONS RELATED TO ORDER

12.1 Order formalization – Order acceptance – Order changes. The Order will specify, at minimum, the Services or Products, the quantities as the case may be, the performance or delivery schedule, the place of delivery or performance and the agreed

which the Recipient can either prove that (i) the Recipient already lawfully contained it in its records prior to its communication by Discloser(ii) it was already or became known or accessible to the public before being communicated by the Discloser (iii) it had been legitimately communicated by Third Parties who were not bound by a confidentiality agreement relating to the said information (v) it was independently developed by the Discloser without access to the Confidential Information, subject to written evidence.

10.2 General obligations. The Recipient agrees to treat the Confidential Information as strictly confidential, to protect it with at least a reasonable care and to strictly limit its access to its Personnel directly concerned by the Order for the sole purpose of performing the Order who will be bound by the same obligations set out herein. In no circumstances may the Recipient sell, exchange, publish or communicate the Confidential Information in any manner whatsoever or in any form whatsoever to a Third Party, without the Discloser's prior written approval. CLIENT may nonetheless be entitled to exchange the Confidential Information to its Affiliates and to notably provide to its/their Personnel the audit report, without prior authorization from the Discloser.

In the event that the Recipient requires a Third Party's assistance (subject however to the Discloser's prior written information who may have five (5) Days to oppose before the disclosure will be deemed approved), the Third Parties will be bound by the same obligations of secrecy as those of the Recipient and may only use the Confidential Information to perform the Order. In any event, should the Third Party breach its obligations of confidentiality, the Recipient will remain liable for such breach towards the Discloser.

In consideration of PROVIDER's professional capacity, CLIENT will have no obligation or warranty to PROVIDER as to the accuracy, completeness or usefulness of the Confidential Information, and will not be liable with respect to or resulting from the use or misuse of any Confidential Information by PROVIDER. PROVIDER will waive any recourse against CLIENT for damage and/or loss resulting from the use of any Confidential Information disclosed under the Order.

10.3 Compelled disclosure. If the Recipient is required by a request of any form whatsoever by a court, regulatory or governmental body to disclose the other Party's Confidential Information, the Recipient will, to the extent allowed under Applicable Laws, (i) immediately Notify the Discloser thereof and (ii) upon Discloser's request, redirect the request to the Discloser and (iii) provide reasonable assistance to the Discloser in opposing it. If such Notice is prohibited by Applicable Laws, the Recipient must take all necessary steps to relief itself from such prohibition and to limit the disclosure to the strict portion of the Confidential Information that is identified in the request, such portion to remain anyhow confidential.

prices.

PROVIDER must, within a maximum of seven (7) Days as from receiving the Order, acknowledge receipt "for unconditional acceptance" for all the Order. In the absence of acknowledgement of receipt, any initiation of performance by PROVIDER will imply its agreement to the entire Order.

CLIENT reserves the right to make at any time changes to the Order, by means of a Notice. If any such change causes a substantial variation in the cost of supplying the Product(s) and/or performing the Services, PROVIDER may assert a claim in writing for an equitable and substantiated adjustment in the price within seven (7) Days after receiving CLIENT's Notice of changes. Failing such Notice by PROVIDER in accordance with this article, PROVIDER will be deemed to have waived its rights for an adjustment for carrying out the change. PROVIDER will not make any change to the Order without CLIENT's prior written consent. In certain cases, when a budget allowance is estimated as an indication for the set of supplies or performances that CLIENT may entrust to PROVIDER over a reference period of time, it is expressly specified that such open Order does not bind CLIENT with respect to the amount indicated in the Order and that only delivery calls actually issued will be interpreted as an agreement to contract with PROVIDER subject to the same provisions of acknowledgment and changes. Upon Order acceptance, CLIENT is not obligated to any minimum, recurring, or future purchases of Products or Services, except as otherwise expressly set forth in the Order.

12.2 Order performance. PROVIDER will carry out the Order continuously and diligently, to the satisfaction of CLIENT and in accordance with the Order, Applicable Laws, professional standards and good industry practices. In addition, as a professional, PROVIDER is bound by a general obligation of result, together with an obligation to manufacture, use compliant raw materials, give advice, information and recommendations to CLIENT that are needed for the performance of the Order, in particular in terms of quality and performance.

PROVIDER represents, warrants, undertakes and agrees that it has the required skills, capacity, materials and equipment to perform the Order, that it has the requisite experience of performing work and supplying products of nature and scope similar to the Order, using a qualified and competent Personnel and, that its holds and will maintain for the duration of the Order, at its own cost, all administrative authorizations or approvals required by Applicable Laws. PROVIDER warrants however that, if any member of its Personnel was formerly

10.4 Return or destruction. Upon expiry or any termination of the Order for any reason whatsoever, or at any time the Discloser so requests, the Recipient agrees to return to the Discloser all Confidential Information in accordance with the provisions set out in article "Expiration consequences".

10.5 Duration. Obligations set out in this article "Confidentiality" must apply throughout the term of the Order and for a period of ten (10) years following its expiration or termination, regardless of the reason, or any other longer period provided for under trade secret regulation or similar Applicable Laws.

10.6 Business reference and communication. CLIENT is free to speak out, through all means of communication, on the business relationships between the Parties, the existence and content of the Order and/or Deliverables. Unless prior written consent is obtained from CLIENT, PROVIDER will refrain from mentioning the existence and/or content of this Order in any communication whatsoever with Third Parties. All reproduction, in full or in part or any use in any manner whatsoever, in particular, for reference or publicity purposes, of the CLIENT's trademarks, logos and/or tradenames without CLIENT's prior written authorization is prohibited.

ARTICLE 11 INTELLECTUAL PROPERTY

Each Party retains exclusive ownership of IPR on its Pre-Existing Elements (including developments, adaptations, enhancements and modifications thereof). PROVIDER grants or has granted to CLIENT, a worldwide, royalty-free, non-exclusive, sublicensable and transferable license, valid for the duration of the Order (except for PROVIDER's Pre-Existing Elements which are embedded in the Deliverables for which this license is provided for the entire duration of protection of IPR), to access, use, copy, modify, improve, maintain and preserve the Pre-Existing Elements of PROVIDER, in order to use the Services or Products and Deliverables. CLIENT grants PROVIDER, for the duration of the Order, a fully paid worldwide, royalty free, non-exclusive and non-transferable license to use the CLIENT's Pre-Existing Elements solely to the extent necessary to perform its obligations under the Order if required by PROVIDER.

In the case of co-development or a specific partnership, the IPR will be negotiated between the Parties and will be subject to a specific contract. CLIENT owns on an exclusive and worldwide basis and for the full duration of IPR protection, all rights (relating to any Deliverable in any form, regardless of the state of completion) created under or resulting from the performance of the Order. However, to the extent that the rights to the Deliverables would not be owned by CLIENT by operation of law, PROVIDER irrevocably transfers to CLIENT, who may freely use the Deliverables without any further consideration and/or additional costs, the full ownership of all IPR in the Deliverables, in any form and support whatsoever, free

working for a SANOFI Affiliate as a permanent employee, PROVIDER will not assign him/her to the performance of the Order for a period of five (5) years following his/her departure from SANOFI group.

If the Parties have concluded a quality agreement relating to the Products or Services, PROVIDER must respect the aforementioned quality agreement which will apply to the Order and prevail, regarding any quality issues, in case of contradiction or inconsistency between the quality agreement and the Order. In any event, PROVIDER will implement an appropriate and recognized quality assurance program and quality management measures to ensure that the Products and Services conform to the requirements of the Order. PROVIDER agrees to keep CLIENT informed of the progress in performing the Order, including when relevant, to provide it with progress reports. PROVIDER will Notify CLIENT without undue delay of all things which in its opinion appear to be deficiencies, omissions or difficulties encountered in the performance of the Order (including any loss, withdrawal or non-renewal of any administrative authorization or approval), or appear to be any kind whatsoever of non-compliance with the provisions herein and notably with Applicable Laws, where in such case, CLIENT reserves the right to terminate the Order as per article "Termination".

PROVIDER also procures that each PROVIDER's Personnel and/or subcontractor will comply with the obligations set forth in the Order. PROVIDER acknowledges that any interruption or suspension of the performance may have critical adverse consequences for CLIENT and undertakes therefore to continue at all times the performance of the Order by all possible means (including as necessary, providing blueprints, sharing source codes or maintaining an up-to-date business continuity and disaster recovery plan etc.) with regard to CLIENT's regulatory, social and patient responsibility as a pharmaceutical industry and in particular the absolute necessity for CLIENT to ensure the continuity of its business.

12.3 Acceptance. The Products or Services will not be considered as accepted by CLIENT without an inspection and release by CLIENT or any Third Party authorized by it. Any delivery of Products or performance of Services is therefore subject to a definitive acceptance from CLIENT, notwithstanding any payment or initial inspections, in order to verify their conformity with the Order. Upon receipt of the Products or completion of the Services, CLIENT will carry out such inspection at that time or at any time thereafter. Where the Products or Services require to perform some tests after their delivery or completion, their acceptance will not occur until such tests have been passed to the satisfaction of

of all encumbrances and Third Parties' claims, and as soon as the Deliverables are created. This transfer, which applies on an exclusive and worldwide basis, is granted to CLIENT for the full duration of the IPRs protection as provided for by Applicable Laws and will include all rights such as the rights of use, exploitation, transfer, (sub)licensing, reproduction, representation, translation, distribution, adaptation, engineer and reverse-engineer for all Deliverables. The Deliverables include all outcomes resulting in any way whatsoever from the performance of the Order (including improvements, enhancements, developments, adaptations and/or modifications to CLIENT's Pre-Existing Elements), regardless of their state of completion, form and nature (including, but not limited to, any materials, IT development, software, interfaces and associated source and object codes, designs, drawings, databases, specifications, documents, notes, studies, intermediary/final reports, creative ideas/stages, distinctive marks), whether or not protected or capable of being protected by intellectual property Applicable Laws and any IPRs related thereto. CLIENT has the exclusive right to obtain, hold, deposit and renew (or not), under its name and/or to its worldwide benefit any title subject to IPR relating to a Deliverable. PROVIDER undertakes to assist CLIENT, free of charge, with any steps required to ensure the protection of CLIENT's rights on Deliverables. Due to the field of activity of CLIENT, PROVIDER is informed that the use of the Deliverables may imply some adjustments of the moral rights necessary as regard to objective conditions of exploitation.

To the extent required by CLIENT to exploit the Deliverables and to the extent permissible under the Applicable Laws, PROVIDER explicitly, irrevocably and definitively waives any and all claims and agrees not to assert against CLIENT or its direct or indirect customers, assignees or licensees any claim of any IPR of PROVIDER affecting the Deliverables (and also warrants to take all necessary measures to have its Personnel and Third Parties waive theirs). PROVIDER warrants, on a worldwide basis, that CLIENT will have peaceful enjoyment of all IPRs assigned or licensed under the Order and that no Products, Service, Pre-Existing Element and/or Deliverable provided violate any right of any Third Party and constitute acts of unfair competition, free riding or misappropriate of know-how. In case of any Third Party's claim or action against CLIENT for an alleged or actual infringement to its IPR or any other rights, PROVIDER will, at its expense, hold harmless CLIENT

Under the Contractual Warranty, as from CLIENT's Notice to PROVIDER of the Defective Product or Service or other breach of the Contractual Warranty or as from the date when PROVIDER first became aware of such (whichever is sooner), PROVIDER commits to CLIENT. If the Products or Services do not meet the requirements specified in the Order, CLIENT will Notify PROVIDER thereof as soon as possible and at CLIENT's discretion, PROVIDER will promptly (and no later than forty-eight (48) hours after CLIENT's Notice to commence remedying) either (i) repair, replace or re-perform the deficient or non-conforming Products or Services (the "Defective Product(s) or Service(s)") within the time limit set by CLIENT (ii) refund to CLIENT all payments made (with interests) for and in relation with the Defective Products or Services or (iii) reduce the price in proportion of the reduced value of the Defective Products or Services if CLIENT decides to accept them (collectively the "Remediation Action(s)"). Any corrected Products or Services will be subject to the same inspection and acceptance terms provided for in this article and any Remediation Action will be carried out at PROVIDER's sole risks and expenses which will include CLIENT's reimbursement of, in addition to any other expense, all costs and/or losses suffered by CLIENT in relation with the Defective Products or Services, such as, without limitation, the costs for correcting the Defective Products or Services by CLIENT itself or by a Third Party of CLIENT's choice (where, in these cases, PROVIDER undertakes to provide its full cooperation and assistance, as needed), the shipping, packaging or destruction costs, the recollection costs at CLIENT's site, the customs duties fees, the quality tests expenses, the administration and handling expenses (collectively the "Remediation Costs"). Furthermore, any inspection, testing or approval of a test by CLIENT, waiver thereof or failure to perform the same will in no event relieve PROVIDER from any of its liability nor imply CLIENT's acceptance of the Product or Service. The foregoing will not be construed to affect PROVIDER's warranties, nor to limit or exclude any other rights or remedies of CLIENT herein (including the right to terminate subject to the provisions under article "Termination"), at law or in equity.

12.4 Planning – Delays – Penalties. PROVIDER must respect the planning set out in the Order and acknowledges that time is of the essence. In the event PROVIDER fails to deliver the Products or perform the Services within the time specified, CLIENT may, at its option, decline to accept the Products and/or Services and terminate the Order or may demand its allocable fair share of PROVIDER's available Products and/or Services (which may include any penalties for late delivery, as appropriate) and terminate the balance of the Order.

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 minimum with the

promptly (and no later than forty-eight (48) hours after CLIENT's Notice to commence remedying) carry out the Remediation Actions as defined in article "Acceptance" that CLIENT reserves the right to choose at its sole discretion. The Remediation Actions will be performed at PROVIDER's sole risks and expenses, including the reimbursement to CLIENT of all and any Remediation Costs as detailed in article "Acceptance", without prejudice to any other rights or remedies that CLIENT may have under the Order (including the right to terminate subject to the provisions under article "Termination") or Applicable Laws. For the avoidance of doubt, the performance of Remediation Actions will in no event relieve PROVIDER from any of its liability under the Order.

The Product or Service thus remedied will in turn be covered by the same provisions as set out in article "Acceptance" and by the same initial period of Contractual Warranty which will start afresh with respect to the whole Product or Service as from the date when the Defective Product or Service is remedied to the CLIENT's satisfaction.

12.8 Delivery – Transfer of ownership and risks. PROVIDER will deliver the Products and/or perform the Services, within the planning and to the address indicated in the Order. CLIENT reserves the right to return, shipping charges collect, all Products received in advance of the delivery schedule. If no delivery schedule is specified, the Order shall be filled promptly, and delivery will be made by the most expeditious form of land transportation. If no method of shipment is specified in the Order, PROVIDER shall use the least expensive carrier. PROVIDER shall package all items in suitable containers to permit safe transportation and handling. Each delivered container must be labeled and marked to identify contents without opening and all boxes and packages must contain packing sheets listing contents. CLIENT's purchase order number must appear on all shipping containers, packing sheets, delivery tickets and bills of lading. Delivery will not be deemed complete until the delivery of all required documentation in accordance with the Order and Applicable Laws. Identification of the Products shall occur in accordance with the Commercial Act and other applicable laws and regulations of the Republic of Korea. PROVIDER assumes all risk of loss until receipt by CLIENT. Ownership to the Products shall transfer to CLIENT upon receipt by it of the Products at the designated destination. If the Products ordered are destroyed prior to ownership transferring to CLIENT, CLIENT may, at its option, cancel the Order or require delivery of substitute Products of equal quantity and quality. Such delivery will be made as soon as commercially practicable. If loss of Products is partial, CLIENT shall have the right to require delivery of the Products not destroyed.

For the supply of Products, the Order will specify the Incoterm (Incoterms® 2020) used. Otherwise, the

security provisions 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 Parties expressly commit to comply with them.

12.6 Pharmacovigilance. Where the Order is related to a CLIENT's Product, specific pharmacovigilance requirements will apply. In this case, the Parties will 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 Parties expressly commit to comply with them. For the HACAT code MK1012, MK1013 and MK2008 refer to Appendix 1 for the applicable PV clause. For HACAT CODE MK3001 [Market Research Secondary (Market Data and Syndicated reports)] refer to Appendix 2 for the applicable PV clause.

12.7 Warranties. Without prejudice to any Applicable Laws, notably but not exclusively the statutory warranty of latent defects or the right to repair that may be invoked by CLIENT on the grounds of contractual or extracontractual liability or specific rules of liability, PROVIDER hereby warrants the proper performance, quality, functionality and strict conformity with the Order requirements of the Products or Services, which must be new, up to date with the most current releases available to Third Parties at the time of delivery, safe and without risk for human health and be free from any defect, any lack of conformity in design, workmanship and materials, any lien, claim and encumbrance to fit for the purposes for which they are intended (the "Contractual Warranty"). Except any other period agreed in writing between the Parties, the Contractual Warranty will take effect as from the definitive acceptance of the Products or Services and last for a period of (i) twenty-four (24) months for Products or (ii) twelve (12) months for Services.

notably to chemicals and classified facilities. PROVIDER agrees to provide CLIENT with evidence that it complies with these Applicable Laws and send to CLIENT all the certifications and documentation (technical data sheets, risk assessment, precautions and/or procedures to be implemented against hazardous substances and mixtures, ISO 14001 etc.) that may be required by these Applicable Laws. In addition, PROVIDER undertakes to ensure the management of waste in full compliance with all Applicable Laws to prevent environmental damage and acknowledges that it will be solely responsible for such management

delivery will be considered Carriage and Insurance Paid To (CIP, Incoterms® 2020) at the agreed destination. PROVIDER will irrevocably transfer to CLIENT the full ownership of the Products and Deliverables progressively as they are being manufactured and created, regardless of the chosen Incoterm.

12.9 Rules applicable in the event of on-site activities. In the event the Order is performed at one of the CLIENT's sites, PROVIDER undertakes to comply and fully cause its Personnel, who remain under its responsibility, to comply with the access, hygiene, safety, environmental (including waste management) instructions and regulations in force on the CLIENT's site. PROVIDER acknowledges having received prior to any intervention on the site such instructions and regulations. In addition, PROVIDER agrees to promptly report any accident suffered by a member of its Personnel, and any incident whose consequences could be harmful to the safety of any Personnel, Equipment and/or the environment. PROVIDER will make sure that its Personnel received the adequate training to handle such event.

PROVIDER acknowledges that other contractors may work simultaneously with it on this site. As a result, PROVIDER warrants that its work will not cause any difficulties for other contractors and in particular, that it will not cause any damage to facilities, Equipment or machines belonging to them, existing structures or those under construction. PROVIDER will also implement all the necessary means to avoid nuisances to waterfront properties. CLIENT reserves the right to require PROVIDER to proceed with the immediate eviction of any Personnel who does not respect the obligations set forth in this article and/or whose behavior may jeopardize the proper performance of the Order. CLIENT will be entitled to terminate the Order for breach as per article "Termination".

ARTICLE 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 Agreement.

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, 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 will immediately inform CLIENT thereof), such Processing will be governed by the terms generated in connection with the performance of the Order. Notwithstanding CLIENT's capacity as the producer or holder of waste, CLIENT will not be liable for any damage resulting from the management of waste operated by PROVIDER's Personnel. PROVIDER commits also to remain vigilant and take any necessary measures to preserve natural resources and lessen its residual impact regarding, without limitation, the reduction of emissions, effluents and waste in its activities.

ARTICLE 14 MISCELLANEOUS

14.1 Transfer – Assignment. PROVIDER acknowledges that it has been chosen by CLIENT on the basis of its expertise and skills. Consequently, PROVIDER must not assign or transfer to any of its Affiliates and/or any Third Party, all or part of the rights and obligations under the Order without the prior written consent of CLIENT. Such consent from CLIENT will not relieve PROVIDER from any liability or obligation under the Order. This also applies in the event of a change in control of PROVIDER's organization. Any purported assignment or transfer by PROVIDER in contravention of this article will be null and void.

CLIENT may freely assign or transfer to any of its Affiliates and/or any Third Party, all or part of the Order, by any means and in any form whatsoever. To this end, PROVIDER expressly accepts such assignment or transfer, effective from CLIENT's Notice to PROVIDER. PROVIDER also agrees to release, for the future, CLIENT from its obligations on the effective date of assignment or transfer, equal to those obligations that CLIENT will have assigned or transferred.

14.2 Subcontracting. PROVIDER remains personally liable to CLIENT for the performance of the Order by its permitted subcontractors and for any acts, omissions, defaults or negligence of its subcontractors as if they were acts, omissions, defaults or negligence of PROVIDER to the same extent as its own performance. PROVIDER ensures that all relevant duties and obligations it has under the Order is and will be included in any contract that it enters into with any subcontractor in terms no less stringent than those of the Order. However, PROVIDER warrants not to subcontract all or part of its obligations under the Order to anyone without the prior written approval of CLIENT.

14.3 Language. The Parties agree that the Order will be drawn up in Korean which will prevail over any other language used in any translated document.

14.4 Waiver. The failure of either party to demand strict performance of any term or condition of this Order shall not constitute a waiver thereof or in any way limit or prevent subsequent strict enforcement of such term or condition.

14.5 Severability. If any provision of this Order shall

of the Data Processing Agreement provided by CLIENT. Such terms are hereby incorporated herein by reference and the Parties expressly commit to comply with them. Where the performance of the Order benefits Affiliates of CLIENT, either directly or through the signature of any relevant documentation (e.g., statement of work, work order, etc.), the Parties expressly agree that each CLIENT's Affiliates will be regarded as a Controller independently in its own right.

13.2 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 Supplier Code of Conduct (https://suppliers.sanofi.com/-/media/Project/One-Sanofi-Web/Websites/Global/Sanofi-Suppliers-COM/fr/SanofiSupplier-code-of-conduct.pdf) and the Sanofi Code of Ethics (http://www.codeofethics.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 Order Form 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 General Conditions of Purchase.

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.

be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

ARTICLE 15 GOVERNING LAW AND DISPUTE RESOLUTION

15.1 Governing law. This Order and all matters related thereto or arising therefrom, including, without limitation, the dispute resolution clause set forth thereafter, will be governed and construed according to the substantive laws of Republic of Korea.

15.2 Dispute resolution. In the event of any dispute arising out or in connection with the Order, the Parties, will first attempt in good faith to resolve as promptly as possible such dispute amicably. If the dispute or any part thereof is not satisfactorily resolved amicably, such dispute will be finally and exclusively settled by the Seoul Central District Court.

APPENDIX 1. Pharmacovigilance (PV) clauses to include in agreements with Services Providers for Digital Properties

1. Definitions

The terms used in this Agreement shall have the following meaning:

PHARMACOVIGILANCE Terms

"Adverse Event" or "AE" shall mean any untoward medical occurrence in a patient who takes or uses a product, and which does not necessarily have a causal relationship with that product. An Adverse Event can therefore be any unfavorable and unintended sign (including an abnormal laboratory finding, for example), symptom, or disease temporally associated with the use of such a product, whether or not considered related to that product.

"Incident" (in the context of medical device) shall mean any malfunction or deterioration in the characteristics or performance of a medical device made available on the market, including use-error due to ergonomic features, as well as any inadequacy in the information supplied by the manufacturer and any undesirable side-effect.

"Pharmacovigilance Data" or "PV Data" shall mean any Adverse Event (Serious or not), any Incident (serious or not), or any of the following special situations (with or without Adverse Events): any report of misuse; any medication error; any off-label use (intentional use outside the labelled indication); any overdose (intentional or not); any drug abuse, dependence; any lack of efficacy; any drug exposure during pregnancy or child exposure during breastfeeding or conception (whether from the male

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 PROVIDER agrees to provide, as an employer, management of all administrative, accounting and benefits aspects for its Personnel working to perform the Order and must fulfil its obligations pursuant to the Applicable Laws which are applicable where the Services are performed and/or Products are supplied, notably with regard to legislation related to undeclared labor and seconded employees.

In accordance with the provisions regarding illegal employment, PROVIDER hereby certifies and attests that the Services will be carried out by Personnel who are legally employed in relation to the labor Applicable Laws, especially relating to the declaration prior to hiring and issue of payment summaries, and hereby declares that it is discharged of its corresponding corporate and financial obligations.

In any case, PROVIDER agrees to hold harmless CLIENT and to indemnify CLIENT against the civil and financial consequences of any actions or claims that may be brought against CLIENT based on joint and several liability established between a provider and an ordered under the provisions of the Applicable Laws.

13.4 Environment – Sustainability. PROVIDER agrees to comply with all environmental protection Applicable Laws relating

or female); any occupational exposure (unintentional exposure during work); accidental exposure; unexpected therapeutic benefit; any suspected transmission of infectious agents; and/or suspected drug interactions involving active ingredients or their metabolites.

"Product(s)" shall mean all the products that are in scope of the outsourced activity and those other products, which PROVIDER is aware are owned, manufactured, or commercialized by CLIENT or Affiliated Companies, including medicinal products, devices, cosmetics and food supplements.

"Product Complaint" or "PC", "Product Technical Complaint" or "PTC" refers to any written, electronic, or oral communication that alleges deficiencies related to the identity, quality, durability, reliability, safety, efficacy or performance of a product, device, its packaging, or any written leaflet or other information provided with such product or device, after it is released for distribution.

"Serious" (used in connection with events, reactions and experiences) shall mean any untoward medical occurrence that at any dose results in death, is immediately life-threatening, requires inpatient hospitalization or prolongation of existing hospitalization, results in persistent or significant disability or incapacity or is a congenital anomaly or birth defect.

"Serious incident" (in the context of medical device) shall mean any incident that directly or indirectly led, might have led, or might lead to any of the following: (a) the death of a patient, user or other person, (b) the temporary or permanent serious deterioration of a patient's, user's or other person's state of health, (c) a serious public health threat.

DIGITAL PROPERTIES Terms

Sanofi Sponsored Digital Properties are those digital properties for which SANOFI (should be understood as SANOFI including any of its Affiliated Companies) controls the digital content or the digital channel. This includes digital properties that Sanofi develops in partnerships.

SANOFI may sponsor a "page" on a website/platform that is not owned by Sanofi (e.g., a company Facebook™ page, or generally a page on a third-party website

2. Pharmacogivilance DATA reporting

a) PV Data associated with the use of any of CLIENT's Products, shall be reported to CLIENT's Pharmacovigilance department ("CLIENT PV") within one (1) business day of receipt of such data, either by

i) completing the electronic form and submitting the PV Data via the Sanofi Adverse Event Intake Portal ("PV Portal"). In cases where the PV Portal is unavailable, the PV Data Reporting Form will be

3. Frequency of Monitoring

During the course of performing the Services PROVIDER and its subcontractors shall monitor the data collected in order to identify PV Data associated with the use of CLIENT's Products.

a) For COMPANY SPONSORED DIGITAL PROPERTIES

Examples: websites, web pages, blogs, social media, networks, channels, internet fora, chat rooms, health portals and mobile applications collecting information that is available to CLIENT and Affiliated Companies.

During the course of performing the Services PROVIDER and its subcontractors shall monitor, every business day, the data collected in order to identify PV Data associated with the use of CLIENT's Products.

b) For NON-COMPANY-SPONSORED DIGITAL PROPERTIES

Examples: Active Social Media Listening, eCommerce platforms, sponsorship to third party (social influence campaigns, congresses, medical education, etc.) where commenting, reviews and contact us functionality is possible. The minimal requirements for the monitoring frequency are:

• For Active Social Media Listening: (i.e., prospective analysis for which PROVIDER sits in or joins specific social forums to hear what is being discussed, including on-line community developed by PROVIDER for CLIENT, where in such situation there might be direct interactions with patients/public) same frequency as for the analysis schedule

• For eCommerce: weekly

• For sponsorship to third party:

E.g. Add campaign; banner, landing page: weekly

Social influence campaign: at least once (1) per day for the first fourty eight (48) hours after each post for the duration of the campaign.

The frequency of monitoring will be determined by the PV Reviewer responsible for the review of the specific Digital Property.

4. PV Compliance Audit and Inspection

For the avoidance of doubt this section supersedes any other audit or inspection provision set forth in the Agreement as far as Pharmacovigilance is concerned.

CLIENT has the right to audit PROVIDER's records to assess PROVIDER's compliance with the relevant provisions of the Agreement (including this appendix) and with any applicable laws. Such audit may be either a documentary or physical audit, and will be performed during office hours, upon reasonable prior notice, either by CLIENT's internal auditors or by a third-party auditor designated by CLIENT. Any audit(s) may not impact the confidentiality or integrity of services that PROVIDER provides to its clients. The audit(s) will be carried out subject to the obligations of confidentiality set out in the Agreement and as a result, PROVIDER

used, and submitted to CLIENT via email, as per section ii below, or by

ii) completing the [PV Data Reporting Form] provided by CLIENT at the outset of [the Services/each project]; and sending the [PV Data Reporting Form] by email to the appropriate generic email address(es) provided by CLIENT at the outset of [the Services/each project]. The route for single country projects is to be advised by local CLIENT PV to PROVIDER prior to project start; local CLIENT PV may choose to receive all cases and forward foreign cases to the appropriate countries. In all other situations, including global audiences (i.e. multi countries audiences) the decision tree algorithm below should be used for guidance on what country to transmit the PV Data to. [If alternative mechanisms of PV data transmission occur, please outline such mechanisms in this section]

CLIENT and PROVIDER will agree on the reporting mechanism applicable to each project.

If another method of PV Data transmission is required, this will be communicated in writing by CLIENT to PROVIDER.

When PV Data are associated with a Product Complaint (PC), the data should be notified to both CLIENT PV and PC contact of the same country.

b) PROVIDER must ensure the successful transmission of the PV Data to CLIENT PV by confirming the acknowledgement of receipt (e.g., for PV Data submitted via email, this would include a return acknowledgement of receipt email; for PV Data submitted via the PV Portal, this would include a Portal Identification Number). In case PROVIDER doesn't receive such acknowledgment, PROVIDER should re-send the report and contact CLIENT PV to ensure receipt as soon as possible and no later than one (1) business day. PROVIDER must maintain the acknowledgements of receipt and keep them all on file.

c) PROVIDER shall comply with all regulatory requirements applicable to the collection and reporting of PV Data in relation to the Services and shall assist CLIENT in complying with such regulatory requirements. This shall include, but not be limited to, providing information requested by CLIENT PV to fulfil its Pharmacovigilance obligations.

and/or its subcontractors will not be allowed to request any specific confidentiality disclosure agreement to the auditors for the performance of the audit(s).

PROVIDER agrees to provide CLIENT and its auditors with supervised access to relevant systems, documentation, and individuals for the purposes of conducting the audit. Such audit may be conducted at the request of CLIENT:

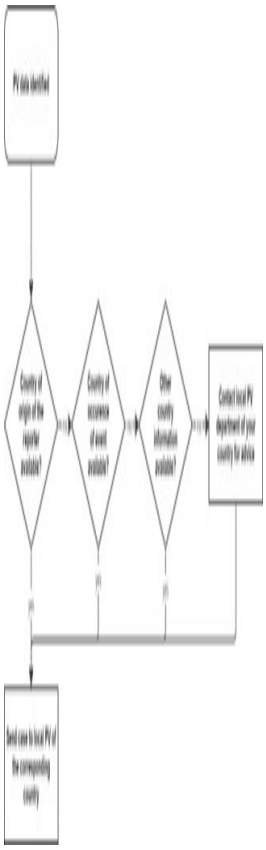
on an ad-hoc basis however not more than once (1) a year (upon a prior notice of four (4) to six (6) weeks for a routine audit ("Routine Audit").

in case of any actual or reasonably suspected lack of compliance by PROVIDER or PROVIDERS's subcontractors with any of their Pharmacovigilance obligations, any breach of the terms and conditions of the Agreement and/or of the applicable laws or regulations (For Cause Audit). In such a case, CLIENT will inform PROVIDER not less than fourteen (14) calendar days for a "For Cause Audit", which is not subject to any frequency limitations.

PROVIDER shall be granted a summary report of the audit and will provide a response for each finding. PROVIDER will take and will cause its subcontractor(s) (if applicable) to take all appropriate measures to implement any corrective and preventive action (CAPA) identified during audits without prejudice to CLIENT's rights and remedies pursuant to the Agreement and/or applicable laws. Any failure to remedy a non-compliance identified during the audit shall be deemed a breach of PROVIDER's obligations. CLIENT shall be allowed to review the audit report and is authorized, without any prior formalities, to freely disclose the results of such audit to any of SANOFI's Affiliated Company which shall be bound by the same obligations of confidentiality.

PROVIDER shall permit and will cause its subcontractor(s) to permit any inspection of its and their processes, documents, and premises by or on behalf of regulatory authorities and shall have and cause its subcontractor(s) to have the resources available to address the requests of all inspectors, irrespective of which site or Affiliated Company of SANOFI is concerned by the inspection. In the event PROVIDER is aware of a regulatory authority inspection related to the Agreement or if PROVIDER undergoes a regulatory inspection, PROVIDER will immediately inform CLIENT of the inspection and scope. Documents maintained by PROVIDER must be 'inspection-ready' and PROVIDER shall cause its subcontractor(s) to do the same. PROVIDER shall not charge CLIENT for its time associated with assisting the authorities during such inspections.

Results of any such inspection are to be considered PROVIDER's Confidential Information and may only be disclosed for the purposes of ensuring compliance with the Agreement. Unless required by law, regulation, court order, or the order of another similar governmental agency, such Confidential Information



The route for single country projects is to be advised by local PV to PROVIDER prior to project start. For single country projects, local PV contact may choose to receive all cases and forward foreign cases to the appropriate countries.

In all other situations, including global audiences (i.e. multi countries audiences) use the decision tree algorithm for guidance on what country to which PV Data must be transmitted.

Country of origin of the reporter available?

In most cases the country of origin of the reporter is represented by the location of the reporter. This can be identified using the post content or Social Media project settings, e.g.

• Location mentioned in the post content

• Location mark in social media portal (usually indicated by a location icon)

• Domain extension in the email address e.g ".fr" = France

Country of occurrence of event available?

If the location of the reporter can't be determined, the country of event should be used to determine the corresponding country. The information could be found in the post.

Other country information available?

Other information from the post can help identifying the country. e.g. a note in the post about the country where the post has been actually submitted or the language used to write the post content.

If the post contains no information about a country, the domain extension or URL of the social media project can be another indication, e.g., twitter.com/Sanofi US = US

may not be disclosed to other companies or made public without the prior written consent of PROVIDER.

5. PV Training and Training Materials

a) PROVIDER will ensure that all PROVIDER's Personnel (i.e. PROVIDER's employees and any consultants, contractors or sub-contractors involved in the monitoring of the Digital Property) have undergone Pharmacovigilance training ("PV Training") to ensure compliance with regulatory requirements and CLIENT standards.

b) CLIENT is responsible for developing the PV Training materials and making these available to PROVIDER through CLIENT's electronic learning management platform (LMS). Upon successful completion of the PV Training, the learner can download the PV Training certificate from the LMS. If alternative ways of PV training are needed, these will be agreed upon between CLIENT and PROVIDER prior to the start of the project. PV Training certificates are valid for one (1) year from the date of training for each of PROVIDER's Personnel working on the Digital Property, provided that CLIENT has not made substantial changes to the PV Training materials requiring retraining, where in such event, PROVIDER will ensure that its relevant Personnel is completing the updated PV Training within the timelines requested by CLIENT.

c) PROVIDER shall ensure that all its Personnel working on the Digital Property complete such PV Training

prior to the initiation of each project for those who do not have a valid PV Training certificate

on an ad hoc basis for those who are newly involved in the project prior to being engaged to provide the Services or whenever substantial changes requiring re-training are made to the PV Training materials.

on an annual basis for any project that is to last for more than one (1) year.

PROVIDER shall maintain and provide to CLIENT the PV Training certificates for all its Personnel engaged directly in the monitoring of the Digital Property, as described in this document. PROVIDER shall have processes in place to ensure compliance with this requirement.

6. Reconciliation

To ensure confidence that all PV Data transferred from PROVIDER to CLIENT PV are received by CLIENT PV, a reconciliation process must be in place. Reconciliation must be undertaken monthly, or as otherwise agreed between PROVIDER and CLIENT.

PV Details of the reconciliation requirements, including the method of documentation and reporting of the reconciliation information, will be provided by CLIENT PV at the outset of the activity.

If any missing PV Data are identified during reconciliation CLIENT PV will notify PROVIDER. In such instances, PROVIDER shall forward to CLIENT PV the missing PV Data within one (1) business day of such

If there are still doubts, PROVIDER can contact CLIENT local PV department of the country in which the activity is being conducted, i.e.; the country where the information was received, or where the review took place.

APPENDIX 2. SECONDARY OR SYNDICATED MARKET RESEARCH

****APPENDIX 2 ONLY APPLIES TO THE HACAT CODE MK3001 [MARKET RESEARCH SECONDARY (MARKET DATA AND SYNDICATED REPORTS)].**

PHARMACOVIGILANCE MONITORING AND REPORTING

SYNDICATED SECONDARY MARKET RESEARCH (SMR):

PV Data outlined in Syndicated Secondary Market Research (SMR) data, Non-customized Syndicated PMR or Passive Social Media Listening are subject to surveillance by CLIENT for potential safety issues in accordance with, for example legal requirements and Sanofi group policy on analyses of pre-existing data.

Consequently, in case CLIENT suspects that any PV Data relating to any Products is required for safety signal analysis, CLIENT may request such PV Data and any further information relevant to such data from PROVIDER, to be provided to CLIENT within a reasonable period, so as to enable CLIENT to meet its legal and policy requirements.

THE TERMS USED IN THIS AGREEMENT SHALL HAVE THE FOLLOWING MEANING:

PHARMACOVIGILANCE TERMS

"Adverse Event" or **"AE"** shall mean any untoward medical occurrence in a patient who takes or uses a product, and which does not necessarily have a causal relationship with that product. An Adverse Event can therefore be any unfavourable and unintended sign (including an abnormal laboratory finding, for example), symptom, or disease, temporally associated with the use of such a product, whether or not considered related to that product.

"Incident" (in the context of medical devices) shall mean any malfunction or deterioration in the characteristics or performance of a medical device made available on the market, including use-error due to ergonomic features, as well as any inadequacy in the information supplied by the manufacturer and any undesirable side-effect.

"Pharmacovigilance" or **"PV"** shall mean medicinal products vigilance, as well as Cosmetovigilance, Nutrivigilance, and Device Vigilance as applicable to Products as defined below.

"Pharmacovigilance Data" or **"PV Data"** shall mean any Adverse Event (Serious or not), any

notification.

7. Record Retention

PROVIDER shall retain all PV records, including PV Data Reporting Forms, PV training records, reconciliation documents, CAPA documentation, audit and inspections reports and responses, and relevant proof of sending of such data and documents in accordance with PV requirements set out in this document, for a minimum period of three (3) years, unless any other period applies under local regulatory requirements. During such period all source data and information shall be made available to CLIENT as soon as possible but no later than one (1) business day following request from CLIENT, including, but without limitation, in case of any regulatory inspection. After the end of the retention period, PROVIDER shall provide the original PV records or copies of the original PV records to CLIENT.

8. Decision Tree Algorithm

Determining the relevant PV contact to send Pharmacovigilance Data to

"Serious incident" (in the context of medical device) shall mean any incident that directly or indirectly led, might have led or might lead to any of the following: (a) the death of a patient, user or other person, (b) the temporary or permanent serious deterioration of a patient's, user's or other person's state of health, (c) a serious public health threat.

MARKET RESEARCH ACTIVITY TERMS

"Active Social Media Listening" shall mean a prospective analysis for which PROVIDER sits in or joins specific social forums to hear what is being discussed. In this situation there might be direct interactions with patients / public. Chat forum discussion done with an on-line community developed by PROVIDER for CLIENT use is considered as an active social media listening project.

"Affiliated Companies" (used in connection with CLIENT) means any company which, at any time (now and in the future), directly or indirectly controls, is controlled by, or is under common control with SANOFI – a French corporation registered in the Paris Company and Trade Registration under N° 395 030 844 – by means of ownership of more than fifty percent (50%) of the voting stock or similar interest in said company.

"Customized Primary Market Research" (PMR) shall mean research projects for which the information and data collected, analyzed and interpreted are proprietary to CLIENT. There are two (2) types of customized PMR:

• External customized PMR refers to research produced by MR services providers and funded by CLIENT at the request of CLIENT

• Internal customized PMR, also called "Do it Yourself

incident (Serious or not), or any of the following special situations (with or without Adverse Events): any report of misuse; any medication error; any off-label use (intentional use outside the labelled indication); any overdose (intentional or not); any drug abuse, dependence; any lack of efficacy; any drug exposure during pregnancy or child exposure during breastfeeding or conception (whether from the male or female); any occupational exposure (unintentional exposure during work); accidental exposure; unexpected therapeutic benefit; any suspected transmission of infectious agents; and / or suspected drug interactions involving active ingredients or their metabolites.

"Product(s)" shall mean all the products that are in scope of the outsourced activity and those other products, which PROVIDER is aware are owned, manufactured, or commercialized by CLIENT or Affiliated Companies, including medicinal products, devices, cosmetics and food supplements.

"Product Complaint" or **"PC"**, **"Product Technical Complaint"** or **"PTC"** refers to any written, electronic, or oral communication that alleges deficiencies related to the identity, quality, durability, reliability, safety, efficacy or performance of a product, device, its packaging, or any written leaflet or other information provided with such product or device, after it is released for distribution.

"Serious" (used in connection with events, reactions and experiences) shall mean any untoward medical occurrence that at any dose results in, or may have resulted in, death, is immediately life-threatening, requires inpatient hospitalization or prolongation of existing hospitalization, results in persistent or significant disability and / or incapacity or is a congenital anomaly or birth defect.

(DIY)" refers to research conducted by Sanofi employees, under the responsibility of MR project lead using the DIY platform acquired by Sanofi from DIY platform providers.

"Passive Social Media Listening" shall mean a retrospective analysis of pre-existing social media content for which PROVIDER at the request of CLIENT will trawl the internet using key word searches/machine learning and retrieve data under the form of aggregated/trending reports. No possibility for individual consent or follow-up.

"Syndicated Primary Market Research" (PMR) shall mean research using pre-existing aggregated information and/or data collected by PROVIDER and purchased by multiple subscribers, and not specifically conducted or collected at the request of CLIENT or SANOFI's Affiliated Companies. There are two (2) types of Syndicated PMR:

- Non-customized syndicated PMR means that PROVIDER does not enable CLIENT to modify the pre-existing questionnaire nor add any customized questions to their questionnaire
- Customized syndicated PMR means that PROVIDER enables CLIENT to modify the pre-existing questionnaire by adding customized questions to their questionnaire

"Syndicated Secondary Market Research" (SMR): shall mean research using pre-existing aggregated data collected by secondary data provider and sold to multiple subscribers, and not specifically conducted or collected at the request of CLIENT or Affiliated Companies. Secondary data analyses include but are not limited to sales volume or value data, prescription data, promotional volume or spending value data, longitudinal patient data, aggregated or compiled meta-analysis or data.