

Ipsen Standard Terms of Purchase

1. OBJECT AND SCOPE

1.1 The purpose of these general conditions of purchase ("General Conditions") is to define the general conditions to which is / are subject the provision of services ("Services") and / or the supply of products ("Products") subject to an order ("Order") by the company providing the Services and / or Products ("Supplier") for the benefit of the Ipsen company by placing an Order ("Customer"), and this as soon as 'a contract or any other similar written agreement relating to the subject of the Order has not been signed by the Supplier and the Customer ("Parties"). Special conditions ("Special Conditions") mentioned on the Order may modify the General Conditions. Provided that the General Conditions have been expressly modified by Specific Conditions, the General Conditions will apply to the exclusion of any other term and condition provided for in the Supplier's offer, acceptance of the Order by the Supplier or any other document. No document issued by the Supplier after it has received the Order may be binding.

1.2 An Order, a Contract (as defined below), the performance of Services and / or the supply of Products are subject (in this order of priority in the absence of another enumeration in the Special Conditions) (i) to the Special Conditions, (ii) to the General Conditions, (iii) to any other document expressly referred to by the Special Conditions and in particular the special prescriptions (technical documentation, quality assurance, security, etc.), (together called the "Conditions") and (iv) to the Supplier's commercial proposal to the extent that it is accepted in writing by the Customer and that it does not conflict with the Conditions.

1.3 The Supplier is deemed to have read the Conditions and to have assessed, under its sole responsibility, the vagaries and possible difficulties of execution. In addition, he undertakes to request and control all the documents or all the technical information necessary for the performance of his obligations under an Order.

1.4 An Order constitutes an offer from the Customer in order to entrust the provision of Services and / or the supply of Products to the Supplier in accordance with the Conditions. As soon as the Supplier starts to execute the Order or as soon as he accepts the Order in writing, said Order will be considered as accepted and the contract between the Customer and the Supplier ("Contract") as entered into force.

1.5. The Customer can't be held responsible for the services provided or the products provided by the Supplier if these services or products have not been subject of an Order duly approved on behalf of the Customer by one of its employees duly authorized for this purpose.

1.6 The Supplier must ensure that the Customer's Order number is mentioned (in a non-handwritten manner) on any letter, invoice, delivery note or any other written communication relating to the Order. Any invoice or any other communication without the Order number will not be processed by the Customer.

1.7 Any modification of the Order by the Supplier can't be done (and effective) without Client's prior and written consent.

1.8 These General Conditions of Purchase apply to contracts signed between Ipsen's affiliated entities registered in the People's Republic of China and its national or international suppliers and are governed by the laws of the People's Republic of China (excluding, for the purposes of this Order, the laws of Hong Kong and Macau Special Administrative Regions and Taiwan area).

2. CAPACITY AND OBLIGATIONS OF THE SUPPLIER

2.1 The Supplier declares that it has (i) the technical skills and sufficient means to ensure the quality of the Services and Products, (ii) the financial capacity and personnel resources enabling it to carry out the Order without risk of interruption, and (iii) the licenses, authorizations, rights and approvals necessary, if applicable, for the performance of the Services or the supply of the Products.

2.2 Upon the Customer's request, the Supplier undertakes to maintain in force, for all duration of the Contract, an insurance policy subscribed with a notoriously solvent insurance company and covering the financial consequences of its liability for any damage it may cause in the Order execution. The Supplier undertakes to provide a valid certificate of civil liability insurance and to justify the proper payment of its insurance premiums at the Customer's first request.

2.3 The Supplier undertakes, under an obligation of result, to provide the Services and / or supply the Products in accordance with the terms of the Contract, in particular the conditions and specifications of the Order, and in particular, in accordance with the quantities of Products, to the quality, performance and delivery times / dates provided for in the Order.

2.4 The Supplier guarantees that the Services and / or Products supplied to the Customer will meet the use for which they are intended and the standards and regulations in force.

2.5 The Supplier undertakes to fully indemnify the Customer for all costs and expenses, losses and damages, including interest, penalties, attorneys' fees and other costs incurred or paid by the Customer as a result of or in connection with any action, omission, insufficiency, negligence, fault or error attributable to the Supplier, its staff, its subcontractors or the staff of its subcontractors in the performance of a Contract.

2.6 The Supplier may in no case subcontract all or part of the execution of the Order without the prior written consent of the Customer. If the Supplier intends to execute the Order by using one or more subcontractor(s), he remains personally responsible for the full and perfect execution of the Contract and in for the respect of confidentiality and intellectual property clauses. Each subcontractor must be accepted in writing by the Client. The Supplier supervises, on his own, his agents, servants or collaborators, who remain under his sole control, his only authority and his only direction.

2.7 The Supplier is solely responsible for the supervision and management of its agents, appointees, employees and permitted subcontractors.

2.8 The Supplier undertakes to ensure that its personnel and the personnel of any permitted subcontractors comply with all applicable policies, regulations and laws relating to security, health, environment and safety. In any case, the Customer cannot be retained for any incident arising from non-compliance with the mentioned instructions.

2.9 The Supplier and its Affiliates, and their respective employees, contractors, sublicensees and agents, in connection with the performance of their respective obligations under the this Agreement, shall not cause its employees, contractors, sublicensees, agents, Affiliates to be obtaining or retaining business or securing an improper advantage, inconsistent with the principles set forth in the OECD Convention in Combating Bribery of Foreign Public Officials in International Business Transactions (OECD Convention) and in violation with the requirements of the French Loi-Sapin II, US Foreign Corrupt Practices Act (FCPA), UK Anti-Bribery Laws, including but not limited to the Federal Decree-Law No.31 of 2021 (UAE Penal Code), the applicable anti-corruption, anti-bribery and unfair competition laws of the People's Republic of China (including but not limited to the PRC Criminal Law, the Anti-Unfair Competition Law), and other export control laws, or any other Applicable Laws, rules or regulations. In addition, IPSEN is entitled to immediately terminate this Agreement without any compensation or indemnity whatsoever to Vendor in case that (i) Vendor or any of its shareholders, directors or legal representatives are included in any official trade and economic sanctions list or (ii) the Services covered by this Agreement fall(s) within a category of products or services which is included in an official trade and economic sanctions list. Such official trade and economic sanctions lists include, but are not limited to, the US Office of Foreign Assets Control list, the US Bureau of International Security and Non-Proliferation list, the European Union sanctions list, the United Nations sanctions list and the Chinese countermeasures list.

3. PERFORMANCE

3.1 The Supplier ensures that Products and/or Services comply with all specifications as to quality set out in an Order or otherwise notified by the Customer to the Supplier. The Customer may from time to time audit the Supplier's premises to verify that it is complying with the Terms and Conditions; such audit will not exclude or limit the Supplier's liability in any way.

3.2 The Supplier shall provide the Services and any deliverables and/or deliver the Products according to the timeframes and dates set out in an Order (or otherwise notified by the Customer in writing). The Supplier shall notify the Customer as soon as possible of any event that could, according to him, affect performance of the Services and/or delivery of the Products. The respective deadlines agreed between the Parties are imperative and their respect constitutes for the Customer an essential clause without which he would not have contracted.

3.3 Unless otherwise specified in the Special Terms, the Supplier will deliver the Products to the place agreed between the Parties (or otherwise indicated in writing by the Customer) and will bear all the risk and expense of delivery, including without limitation, all costs associated with clearance through customs, it being understood that unless otherwise agreed in writing by the Customer, the Customer will not accept any tolerance margin in respect of the quantities of Products ordered. Unless otherwise mentioned or specified, title to and risk in the Products shall pass to the Customer upon delivery. The delivery of the products is considered as completed upon delivery of the Products at the place of delivery mentioned by the Order or otherwise notified in writing by the Customer. It is considered to comply with acceptance without reservation.

3.4 If the Services and/or Products do not comply with the Contract, the Customer may refuse to accept the Services and/or Products in question in whole or in part or accept them subject to any reservations or the agreed reduction to costs. If the Customer refuses to accept the defective or non-complying Products and/or Services, the Supplier will, at the Customer's option, re-perform, repair or replace the Services and/or Products in question as quickly as possible, at no cost to the Customer and reimburse the Customer for any expenses incurred by the Customer, without prejudice to any other rights the Customer may have.

3.5 The Services or Products are guaranteed by the Supplier to strictly comply with the Order, free from any defect, and usable under normal conditions of use.

3.6 Under no circumstances may the Parties be held liable for the non-performance of their obligations, if this non-performance is due to one of the cases of force majeure mentioned in Civil Code of the People's Republic of China. It is however agreed that the defaulting Party must (i) notify the other Party as soon as possible in writing of the occurrence of the force majeure event, indicating to what extent it hinders or prevents the performance of its obligations and (ii) make every effort to resume performance of its obligations as soon as possible.

3.7. If the Defaulting Party additionally makes commercially reasonable efforts to perform again as soon as possible, then the period of performance will be extended for a period reasonable having regard to the effects of the cause of the delay or non-performance. The contract will be cancelled if that cause lasts more than two (2) months.

4. PRICE - INVOICING - PAYMENT

4.1 The price agreed at the time when an Order is placed ("Price") is exclusive of any value added tax which may be payable ("VAT"), and the Price cannot be revised unless otherwise agreed by the parties. Unless otherwise provided by law, VAT will be added in accordance with the relevant law and regulations in force. The Price includes all performance required of the Supplier to perfect performance of a Contract and all expenses, charges, disbursements and taxes apart from VAT. The Customer retains the right to request that the Supplier provides a guarantee and/or to agree to Customer withholding payment in order to guarantee the performance of an

Order. The price cannot be revised unless otherwise agreed in writing between the parties. The currency and billing address are specified in the Order. The price will be paid in the currency specified in the Order.

4.2 Unless otherwise agreed in the Special Terms, the Price will be invoiced after full performance of an Order. However, if a payment is linked to a stage of the Order, the corresponding invoicing is subordinated to the effective and full completion of this stage, in accordance with the conditions fixed for this one. No additional price shall be invoiced without the prior written consent given by the Customer. All VAT Special Invoice issued by the Supplier shall be legitimate and official invoice affixed with the company seal or the special finance seal of the Supplier. The invoicing currency and address shall be indicated in each Order. In the event of non-performance of all or part of an Order, and without detriment to any right or claim that the Customer may have under an Order, the Price will be paid to the Supplier in proportion to the Services already provided or the Products already delivered; the Customer may also request to be immediately reimbursed for any part of the Price already paid to the Supplier.

4.3 Unless otherwise agreed in writing by the Parties, the Customer shall make payment to the Supplier within ninety (90) calendar days from the date of receipt of a valid invoice duly issued by the Supplier in accordance with this Order.

The Customer can offset, if necessary, any amount against those that should be paid by the Supplier to him - due one or not yet due one for any legal reason.

5. CONFIDENTIALITY

5.1 The Supplier undertakes to keep strictly confidential all information about the Customer (written, oral or all information learnt by the Supplier in the context of the execution of the Contract), of whatever nature it is, and in particular, economic, technical, commercial, scientist one, or concerning, without being exhaustive, the Customer's activities, the subject of an Order or Contract (the "Confidential Information"). The Supplier undertakes not to use the Confidential Information for any other purpose than to fulfil its obligations under a Contract.

5.2 The Supplier may only disclose Confidential Information to its authorized employees, agents or subcontractors to the extent strictly necessary for the performance of the Contract. Supplier shall ensure that its employees or agents having access to Confidential Information are subject to an obligation of confidentiality at least as restrictive as mentioned, for that reason, in the General Conditions and that they use the Confidential Information only to perform their obligations under the Contract.

5.3 Confidential Information shall not include information which the Supplier can evidence by written records was, at the time of disclosure: (i) already in the public domain or was legally obtained from other sources which were not under an obligation to the Customer to maintain confidentiality; or (ii) already lawfully in possession of the Supplier.

5.4 Except as otherwise required by any court of law or by any regulatory authority, the Supplier shall not make any public disclosure of the Confidential Information without the prior approval of Customer.

5.5 The provisions of this section 5 will remain in force for a period of five (5) years from the date of termination of a Contract, regardless of the date or cause of this termination.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 All materials, equipment and tools, drawings, specifications, data supplied by the Customer to the Supplier ("Pre-existing Materials") and all rights related to Pre-existing Materials are and shall remain the exclusive property of the Customer and must be returned upon the request of the Customer and upon completion or termination of a Contract.

6.2 Without the prior written consent of the Customer, the Supplier shall refrain from any personal use of the Customer's information and undertakes not to use the Customer's name and logo or those of the Ipsen Group as a commercial reference as well as all his publication of any kind.

6.3 As they are progressively created, the Supplier assigns to the Customer, with full title guarantee and free from all third party rights any intellectual Property Rights in all documents, deliverables, Products and materials to be provided by the Supplier or its employees, officers or permitted subcontractors in relation to the Services in any form, including without limitation data, reports and specifications. The cost of the transfer of the mentioned rights is included in the Price. The Customer may thus, without additional cost, use free of charge, reproduce or adapt these elements; the Supplier can't use these elements subsequently without the prior written Customer's authorization. This transfer is applicable on any field (including the Internet) and is effective during all the protection of Intellectual Property Rights period according to the legislation on literary and artistic property. In this article, the term "Intellectual Property Rights" refers to patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade names and names. domain, design rights, software and database rights, surveying rights, confidential information rights (including know-how and trade secrets) and all other rights of intellectual property, whether registered or not, including all requests and renewals or extensions of these rights, and all similar or equivalent rights or other forms of protection in any part of the world.

6.4 The Supplier guarantees the Customer the peaceful enjoyment of the rights acquired by it under this article and that it regularly holds all intellectual property rights, copyright, image rights and other rights on documents and elements, whatever their form is, for the realization and the supply of the Services and / or Products under an Order. It guarantees compliance with the regulations on the personal data protection for the execution of the Order and for the monitoring of the relationship with the Customer.

6.5 If methods or documents, owned by the Supplier or from which the Supplier has obtained a right of use and / or dissemination, are made available to the Customer, the Customer will only have a right of use for its specific applications; in such a case, it is up to the Supplier to notify the Customer in writing before the execution of the Order.

6.6 In the event of termination of the Order for any reason, the Supplier undertakes to return to the Customer, within ten (10) days following the date of termination of the Order, all elements produced within the Order framework, without the Customer special requirement in this sense

7. DATA PROTECTION

7.1 During the course of providing the Services, unless it is necessary and is for the purpose of providing the Services under this Order, the Supplier shall avoid collecting personal (natural person) information as possible. If for the purpose of providing specific Deliverables, the Supplier has the necessity and unavoidably needs to collect personal information, the Supplier shall use its best endeavors to limit the personal information to be collected to the extent as necessarily limited as possible, and shall comply with all applicable data protection laws and regulations as amended from time to time (including but not limited to the China Data Security Law, and China Personal Information Protection Law, “PIPL”).

7.2 While processing personal information, Supplier shall in compliance with the following requirements: (i) Clearly inform the collected person of the type of personal information required, collecting methods, use of information and other information, and collect information upon receiving the consent of the collected person; (ii) Collect personal information only to the extent consented by the collected person, and only for the project-related purposes agreed upon by the collected person; (iii) Take appropriate manners required by laws and regulations, and keep personal information strictly confidential with utmost due diligence duty (including electronic information and paper documents; (iv) Shall not disclose or sale personal information to third parties without authorization, shall not transfer personal information outside of China, and shall not disclose personal information to the public; (v) Relevant personal information shall be destroyed immediately once the purpose of this Order has been achieved.

8. SAFETY CLAUSE

8.1 The Supplier shall be responsible for reporting all safety data (as defined below) associated with Ipsen’s products to Ipsen arising from the Services and/or Products under this this Order and/or any related agreement or associated documentation as follows.

- Adverse event (AE) – serious and non-serious, whether or not considered to be causally associated with Ipsen’s product
- Reports of suspected AE associated with a suspected or confirmed falsified excipient, active substance or medicinal product
- Reports of unexpected beneficial effect
- Reports of suspected transmission via a medicinal product of an infectious agent

- Reports of drug Interaction
- Reports of drug dependency
- Reports of the following ‘Special situations’, whether or not associated with an AE:
 - Exposure during pregnancy (maternal and paternal exposure (including potential alteration of spermatozooids)
 - Exposure during breastfeeding
 - Overdose (whether intentional, accidental or prescribed)
 - Abuse of a medicinal products
 - Misuse of a medicinal products
 - Medication error/Intercepted medication error/Potential medication error
 - Occupational exposure to of a medicinal product
 - Lack of efficacy or reports of worsening of a pre-existing condition
 - Off-label use
 - Use of medicinal product in a paediatric and elderly population (for this special situation it is expected to collect “age or age group of the patient” when a case is reported by a healthcare professional, or consumer in order to be able to identify potential safety signals specific to a particular population)
- Reports of Product Quality Complaints if associated with AE and/or Special Situation
- Incident reports (for medical device if applicable)

8.2 The Supplier shall report all such safety data to Ipsen within one business day of receipt (when the Supplier receives this information). All reports of safety data shall be reported to Ipsen (pv.china@ipson.com).

8.3 Failure by the Supplier to comply with its obligations under this Article 8 shall considered a material breach, and Ipsen may immediately terminate this Order at any time by written notice if the supplier is in breach of any of its obligations under this Article 8.

9. TERMINATION - SUSPENSION - CANCELLATION

9.1 Unless mentioned in the reasonable notice, the Customer may, by written way, (i) cancel all the Order or its part before starting its execution by the Supplier, or (ii) ask the Supplier to suspend the execution of the Order, without the Provider being able to claim the compensation of any kind in both cases.

The Order may be automatically terminated in the event of (i) poor execution, delay in execution or non-performance of its obligations by one of both Parties ten (10) working days after the date of issuance of a written notice to remedy without any effect, (ii) judicial liquidation dissolution, bankruptcy or restructuring proceedings, or settles with creditors generally, (iii) extension of a force majeure event for more than two (2) months or (iv) decision taken by other party to suspend or terminate all or part of its activity or (v) any other events of early termination provided by these General Conditions.

9.2 The application of article 9 does not preclude the Parties from being able to claim any damages and interests. The early termination of the Order, whether on the initiative of the

Customer or the Supplier and for any reason, shall not affect any other Orders placed by the Customer with the Supplier. Clauses that expressly or by implication survive termination of the Contract shall continue in full force and effect.

10. GOVERNING LAW

The General Conditions are governed by and construed in accordance with the laws of the People's Republic of China (excluding for the purpose of this Order, Hong Kong and Macau Special Administrative Regions and Taiwan area). Any disputes arising out of or in connection to this Order or these General Conditions shall be submitted to the China International Economic and Trade Arbitration Commission for arbitration in Shanghai in accordance with the said Commission's arbitration rules then in force. The arbitration awards shall be final and binding on the Parties

11. GENERAL

11.1 If any of the provisions of the General Conditions or their part is or becomes null with regard to a legal rule or a law in force, it will be deemed unwritten but without any effect of the nullity of a clause partially concerned, remaining clauses of the General Conditions or of the Order itself.

11.2 The Order or the Contract or its part cannot be the subject of a total or partial transfer, whether free of charge or against payment, by the Supplier, without Customer's prior and written agreement. If a contribution or a transfer is concluded without the Customer's authorization, the Supplier remains personally responsible to the Customer and to third parties as well. The Customer may assign the Order or the Contract or its part to any person, company or one of the Ipsen group companies.

11.3. Any defect or delay in the exercise of a right by one of the Parties cannot be interpreted as a waiving of such right.

11.4. The Parties agree that the Order placement or the conclusion of a Contract between the Customer and the Supplier does not create any obligation for the Customer to place any other order with the Supplier. In addition, nothing in the Order or the Contract is intended, or could be considered as, a partnership or a joint venture establishment between the Parties, the Contract reclassification as an agent contract, or authorisation conclude or make commitments by one Party on behalf of another one.

11.5 A person who is not a party to the Conditions shall not have any rights under or in connection with them.