



GENERAL TERMS AND CONDITIONS OF SALE

Pierre Fabre is the world's 2nd largest dermo-cosmetic laboratory, the 2nd largest private French pharmaceutical group and the leader of non-prescription Products sold in French pharmacies. Its portfolio includes several medical franchises and international brands.

The Client acknowledges it shall attach significative interest to the knowledge, understanding and proper analysis of its own needs; Without such preparatory work, Pierre Fabre will be unable to Manufacture and/or supply the Products, and/or perform the Services.

The Client declares that all the necessary and relevant information to enable Pierre Fabre (i) to estimate the price of its proposal and to (ii) understand the context in which the Products and/or the Services are intended to be Manufactured and/or provided has been sent to Pierre Fabre as part of the pre-contractual phase and the numerous working meetings that took place on this occasion.

These pre-contractual declarations and undertakings by the Client are determinant of Pierre Fabre's willingness to enter into an Agreement with the Client.

1. SCOPE OF THESE T&Cs

1.1 These standard terms and conditions (the **"T&Cs"**) apply to the Manufacture and/or supply of any pharmaceutical, cosmetic and nutraceutical active ingredients (the **"Product"**) and/or the provision of services and related deliverables pertaining to the development or Manufacturing of pharmaceutical, cosmetic, nutraceutical Products and medical devices (the **"Services"**) made by PIERRE FABRE MEDICAMENT or its affiliates (collectively **"Pierre Fabre"** or the **"Seller"**) to professionals (the **"Client"**).

1.2 These T&Cs apply to the parties hereto as identified in the Quotation (hereafter referred to collectively as the **"Parties"**, and individually as a **"Party"**).

- **"Agreement"** means these T&Cs, if applicable its appendices and/or its specific conditions, and any Order issued under these T&Cs;
- **"Component"** means any raw materials (i.e. ingredient) and packaging (i.e. primary, secondary and tertiary packaging items and accessories) used for the Manufacturing of the Products; if applicable, the Component is set out in the Specification;
- **"Control"** means the (direct or indirect) legal, beneficial or equitable ownership of fifty per cent (50%) or more of the capital stock (or other ownership interest, if not a corporation) of the entity ordinarily having voting rights, or the equivalent right under contract to control management decisions with regard to relevant subjects, and Controlled and Controlling shall be interpreted accordingly;
- **"Effective Date"** means the date of signature of these T&C and/or, if not applicable, the date of the specific conditions;
- **"Deliverable"** means all tangible items (including those in electronic form), developed or created by Pierre Fabre through performance of the Services;

- **"Manufacturing"** and /or **"Manufacture"** means all the procedure entrusted to Pierre Fabre by the Client in order to manufacture and/or supply the Products and/or perform the Services;
- **"Order"** means any purchase Order thereto placed by the Client under the Agreement;
- **"Product"** means the products in final form (i.e. containing the Component) set out in the Order; if applicable, the Products are set out in the Specification;
- **"Project"** means the operations of Manufacturing and supply of the Products and/or the provision of the Services detailed in the Quotation;
- **"Quality Agreement"** means the documents that govern exclusively the quality, technical and supply process and requirements agreed between the Parties. The Quality Agreement may be included by reference in the Quotation and/or the Order;
- **"Quotation"** means any such quotation duly accepted by both Parties pursuant to Article 2 hereunder;
- **"Specification"** means the document(s) describing the technical characteristics specific to each Product and/or Service (including in particular the shelf life, transport and storage conditions, chemical characteristics, etc.).

1.3 These T&Cs are applicable, prevailing over and excluding any other terms and conditions either (i) implicitly established by practice or business relationships and/or (ii) contained in any document of any type even signed or accepted before or after signature of these T&Cs, including but not limited to any Client's purchase order, order acknowledgement, quotation, catalogue, purchase documentation, price list or invoice, that may be invoked by Client.

1.4 If a contradiction was to be identified between the provisions contained in these T&Cs and the provisions of the Quotation, the Quotation's provisions shall prevail.

1.5 These T&Cs may be unilaterally modified at any time by Pierre Fabre; these modifications shall become effective in full force within thirty (30) days following any notice to Client. Unless Client makes express reservations regarding such modifications prior to any Order, and provided that such reservations have been duly accepted by Pierre Fabre on the front of the applicable invoice, any Order implies full and unconditional acceptance of the T&Cs in force on the date of the Order.

1.6 If any provision of these T&Cs (including, without limitation, any portion or provision of any section) shall to any extent be declared invalid, illegal or unenforceable by a court or other competent jurisdiction, it shall (i) not affect the validity of any other provision of these T&Cs, which shall remain in full force and effect.

2. ORDERS

2.1 Upon Client's request, a Quotation is issued by Pierre Fabre, detailing the Products and/or Services to be provided by Pierre Fabre as well as the ordering process.

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2.2 The Quotation shall be binding on the Parties if (i) Client approves it and signs it within the validity period set out therein or (ii) in the event of any reservations made by the Client, if Pierre Fabre accepts the amended Quotation in writing (by return of mail, email and/or fax). For clarity, the term “reservation” shall in no way be interpreted as enabling the Client to challenge the enforcement of these T&Cs.

2.3 Pursuant to the Quotation, Client shall place Orders in accordance with the schedule or lead times set out by Pierre Fabre in the Quotation. Each Order set out (i) the Products to be manufactured and supplied by Pierre Fabre and quantities ordered, and/or (ii) the Services to be performed by Pierre Fabre (the “Order”). Pierre Fabre will confirm Client’s Order within five (5) business days from the date of receipt of the Order; should Pierre Fabre fail to accept any Order within the timeframe specified herein, this Order is deemed not accepted by Pierre Fabre. The cancellation or modification of any Order, whether totally or partially, shall require the prior express written consent of Pierre Fabre.

3. MATERIALS

3.1 Where necessary for the Project and as detailed in the Quotation, Client shall supply at its own cost and expenses (i) the raw materials, Components and other supplies required for the Manufacture of the Product and/or the performance of the Services (the “**Client-Supplied Materials**” and/or (ii) any information in its possession necessary for Pierre Fabre to Manufacture and/or supply the Products and/or perform the Services (the “**Client-Supplied Information**”).

3.2 Client warrants that any instructions applicable to any Client-Supplied Materials shall be disclosed in writing fifteen (15) days at the latest prior to their delivery to Pierre Fabre.

3.3 Client shall promptly inform Pierre Fabre in writing of all potential or actual risks / hazards related to the handling, storage or processing of Client-Supplied Materials.

3.4 Client shall provide a material safety data sheet for all Client-Supplied Materials.

3.5 Client shall remain responsible for all Client-Supplied Materials.

3.6 Manufacture and/or supply of the Products, and/or performance of the Services shall depend on the accuracy, completeness, and reliability of the Client-Supplied Information.

4. PRICE AND PAYMENT TERMS

4.1 Products and Services shall be invoiced according to the prices set out in the Quotation.

4.2 Pierre Fabre shall be entitled to request a modification of the prices (i) if Client’s requirements or any Client-Supplied Information is inaccurate, incomplete and/or unreliable; (ii) if Client modifies Pierre Fabre’s responsibilities and/or the Specifications, instructions, procedures, processes, tests protocols, test methods or analytical requirements stated in the relevant Order, and/or (iii) in case of fluctuations of the Production costs and/or the Pierre Fabre’s operating expenses.

4.3 The costs of destruction of any Product and/or Component not used by Pierre Fabre are not covered by Pierre Fabre’s offering prices and shall therefore be charged to the Client.

4.4 Invoices shall be paid within thirty (30) days as from the date of invoice in Euros, net prices free of taxes and other levies, by bank transfer to Pierre Fabre’s bank account indicated on the invoice.

4.5 Failure to pay a single invoice at the due date renders all claims, even those not yet due, forthwith due and payable by rights. In case of payment after the due date, Pierre Fabre shall be entitled to charge a late payment fee which shall be calculated on the basis of sums due (inclusive of all taxes) by Client from the due date up to the date on which payment is actually made, at the rate of three (3) times the legal interest rate increased by ten (10) points. Moreover, Client shall pay to Pierre Fabre all costs and expenses incurred by Pierre Fabre for the collection of the amounts due by Client. Such late payment fee is to be paid by Client the next day of the due date mentioned on the invoice.

4.6 Client shall not be entitled to unilaterally set off its payment obligations, particularly if Client notifies any delivery delay or any non-compliances of the Products and/or Services.

4.7 In any case, Pierre Fabre shall be entitled to refuse any Orders without incurring any liability whatsoever.

5. DELIVERY TERMS

5.1 Client shall take delivery of the Products at the delivery date set out in the Order. In the event Client does not take delivery of the Products upon the delivery date, Pierre Fabre shall be entitled to charge storage fees equal to two per cent (2%) of the price of the Product, per each full week.

5.2 Upon delivery of the Products and/or the performance of the Services, Client shall carry out a complete inspection of the Products and/or Services in order to check their quality and quantity with the Quotation and/or the Specification. Any non-quality, apparent damage or missing quantity shall be reported within twenty-four hours (24h) to Pierre Fabre. Quality and quantity of the Products and/or the Services is automatically deemed accepted once the Client does not make any written claim (i) within twenty-four hours (24h) following the delivery of the Products and/or the performance of the Services and (ii) without any condition of lead time in the event the Products were transported after delivery.

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In the event liquidated damages for late delivery are set out in the Specific Terms and Conditions, the Parties agree that such liquidated damages shall be the Client sole remedy.

6. REPRESENTATIONS AND WARRANTIES

6.1 Each Party hereby warrants and represents that:

- (i) Execution of these T&Cs has been duly authorised by the Client's representatives;
- (ii) It has all the necessary authorisations for the execution of these T&Cs;
- (iii) The execution of these T&Cs does not contravene, or result in any breach of, or does not constitute any default under, any agreement to which it or any of its affiliates is a party;
- (iv) There is no pending or any risk of dispute, action or proceeding before any court or agency which, either individually or in the aggregate, might adversely affect its ability to perform its obligations under these T&Cs;
- (v) It shall not enter into any agreement, or act or omit to act, in such a way that would impair in any way its ability to perform this Agreement; and
- (vi) It shall not enter into any agreement, or act or omit to act, in such a way that would limit, condition or alter the full exercise of the rights granted to the other Party under these T&Cs.

6.2 Pierre Fabre performs, under a reasonable best effort basis, the Orders in accordance with these T&Cs and the European Union current Good Manufacturing Practices ("**cCGMP**") Good Clinical Practices ("**cGCP**"), or current Good Laboratories Practices ("**cCGLP**"), where applicable.

6.3 Client warrants that all Client-Supplied Materials shall comply with the Agreement and the applicable regulatory approvals and cGMP.

6.4 Pierre Fabre ensures that: (i) the Products and/or the Services will be substantially compliant with the material features and functionality submitted to the Client, and (ii) that he performs all Manufacturing activities and/or Services in a professional, workmanlike manner in accordance with generally recognized industry standards.

6.5 EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE 6, THE MANUFACTURING ACTIVITIES AND SERVICES ARE PROVIDED "AS IS," "AS AVAILABLE," AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. PIERRE FABRE DOES NOT WARRANT THAT THE MANUFACTURING ACTIVITIES AND/OR SERVICES (A) WILL OPERATE ERROR FREE OR UNINTERRUPTED OR THAT PIERRE FABRE WILL CORRECT ALL PRODUCTS AND/OR SERVICES ERRORS; (B) WILL MEET CLIENT REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS,

OR (C) WILL ACHIEVE ANY INTENDED RESULT. CLIENT ACKNOWLEDGES THAT PIERRE FABRE DOES NOT MAKE ANY WARRANTIES REGARDING, CLIENT'S DATA AND/OR INFORMATION SUPPLIED BY A THIRD-PARTY AND HEREBY DISCLAIMS ALL LIABILITIES ARISING FROM OR RELATED TO THESE DATA AND/O INFORMATION.

7. NON-CONFORMITY

7.1 If Pierre Fabre agrees that the Products and/or Services are defective due to its gross negligence or wilful misconduct, Pierre Fabre will, at its sole discretion, either (i) replace the defective Products and/or Services, (ii) refund the price paid by Client for such Products and/or Services or (iii) if the price has not already been paid by the Client, grant the Client a discount. The provisions set out in this Article 7.1 shall constitute the Client's sole and exclusive remedy and Pierre Fabre's sole obligation in the event of non-conformity and/or defects of the Products and/or Services.

7.2 Products and Services are deemed accepted two (2) days after delivery of the said Products and/or Services, unless Customer provides written notice with specific identification of the reason for rejection of the said Products and/or Services.

8. AUDITS AND REGULATORY INSPECTIONS

8.1 Client may request the performance of an audit, it being already specified that (i) the purpose of the audit shall be justified by the Client and shall be validated by Pierre Fabre in advance, (ii) the audit shall only be performed , during normal business hours, (iii) the audit shall not be organised more than once every two (2) years, (iv) the Client shall give Pierre Fabre thirty (30) days prior written notice, (v) the Client shall be entitled to appoint a third party provided that said third party shall not be a competitor of Pierre Fabre, (vi) the duration of the audit shall be limited to one (1) day. Pierre Fabre. The audits costs shall be invoiced separately to the Client.

8.2 Pierre Fabre will inform as soon as possible the Client of any regulatory inspections directly related to the Products manufactured and/or the Services performed under the Quotation.

8.3 The Client shall reimburse Pierre Fabre for documented costs associated with any such inspection.

9. CONFIDENTIALITY – PUBLICITY

9.1 For the purposes of these T&Cs, "**Confidential Information**" cover all confidential or proprietary information disclosed by the disclosing party (the "**Disclosing Party**") to the receiving party (the "**Receiving Party**") whether orally, in documentary form, by demonstration or otherwise and contained in any form whatsoever (including data, documents, drawings, films, computer media, magnetic tapes, manuals, Specifications, flowcharts, program listings and data file printouts).

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9.2 The Confidential Information shall be dated and marked "CONFIDENTIAL – PROPRIETARY" or with similar other marking. If initially disclosed orally, visually and/or in a tangible form, the Confidential Information shall be confirmed in writing within fifteen (15) days from disclosure. Confidential Information shall, in any event, include all information which due to its nature would cause a reasonable businessperson to know that it is confidential and proprietary.

9.3 The Parties shall, from the issuance of the Quotation, for the full duration of any Orders and for ten (10) years after its termination and/or expiration:

- (i) Not use the Confidential Information in any manner whatsoever, except for the purposes of these T&Cs, without obtaining the Disclosing Party's prior written consent thereto;
- (ii) Not disclose such Confidential Information to any third party without the Disclosing Party's written permission, except to directors, officers and employees, consultants and advisors of the Receiving Party and its affiliates (the "**Representatives**"), provided that they have a need to know the Confidential Information for the purposes of these T&Cs and further provided that they are bound by obligations of confidentiality and use which are no less strict than those contained herein;
- (iii) Treat, maintain and shall procure that its Representatives shall treat and maintain in strict confidence the Confidential Information and;
- (iv) Remain responsible to the Disclosing Party for any breach by its Representatives of the confidentiality and use obligations under this Article.

9.4 Each Party agrees that all Confidential Information provided hereunder is and shall remain the Disclosing Party's property and that nothing herein contained shall be deemed either to convey the Receiving Party benefit any rights under any patents, patent application, know-how, patterns, or trademarks owned by the Disclosing Party.

9.5 Publicity and public announcements. Neither Party shall make any news release or public announcement referring to its commercial relationships with the other Party, nor use, reproduce, or imitate for any purpose whatsoever any of the filed, registered, or unregistered trademarks of the other Party, including its company names, associated logos, names, or logos associated with its Products and/or Services, unless a prior written consent is given by the other Party.

10. LIABILITY

10.1 In no event shall:

- (i) Pierre Fabre's aggregate liability for all claims, actions, omissions and/or matters arising from or related to the performance of any Order, whether in contract, tort, or

otherwise, shall not exceed thirty percent (30%) of the amounts paid by the Client under the defective Order.

- (ii) PIERRE FABRE SHALL NOT BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, SUCH AS DAMAGES FOR LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF REVENUE INCURRED BY THE CLIENT, WHETHER IN AN ACTION OR CONTRACT OR TORT OR OTHERWISE, ARISING FROM OR RELATED TO THE USE OF THE PRODUCTS AND/OR FOR THE BENEFIT OF THE SERVICES.

- (iii) Pierre Fabre shall not be liable of any non-conformity and/or default attributable to misuse, abuse, negligence, unauthorized modification of the Product and/or Services by the Client and/or by any third parties.

10.2 The Client acknowledges that Pierre Fabre shall not be liable when (i) the Client has provided inaccurate and/or incomplete information and/or documentation necessary, (ii) the Client has accepted the Products and/or the Services according to Article 5.3 of these T&Cs.

11. INDEMNIFICATION

11.1 "**Losses**" mean all direct costs, expenses, including attorneys' fees, costs of proceeding (including experts' costs), damages, or other amounts finally awarded following a final decision of a court of competent jurisdiction or an amicable settlement validated by Pierre Fabre, knowing that in all events (i) such costs shall be duly documented and (ii) compensation for potential loss of profits, damage to reputation, and/or loss of goodwill shall be expressly excluded.

11.2 Client hereby agrees to save, defend, indemnify and hold harmless Pierre Fabre and its affiliates and their respective officers, directors, employees, contractors, consultants and agents (a "**Pierre Fabre Indemnatee**") from and against any and all Losses and reasonable legal expenses and attorneys' fees, to which any Pierre Fabre Indemnatee may become subject as a result of any claim, demand, action or other proceeding by any third party (a "**Claim**") against a Pierre Fabre Indemnatee arising or resulting from:

- (i) Use of Products and/or benefit of Services benefit outside of their intended purpose;
- (ii) The negligence or wilful misconduct of any Client Indemnatee and/or the material breach by Client of any warranty, representation, covenant or agreement made by Client,
- (iii) Conception, promotion, sale and/or distribution of the Product and/or use of Component supplied by the Client;
- (iv) The violation of any Intellectual Property Rights or proprietary right relating to (a) the use of any Client-Supplied Materials and Client-Supplied Information to enable Pierre Fabre to Manufacture and/or supply the Product, and/or perform the Services, and/or (b) any process to be implemented by Pierre Fabre at Client's request for the Manufacturing and/or supply of the Products, and/or performance of the Services.

11.3 Pierre Fabre hereby agrees to save, defend, indemnify and hold harmless the Client and its affiliates and their respective officers, directors, employees, contractors, consultants and agents (a **“Client Indemnatee”**) from and against any and all Losses and reasonable legal expenses and attorneys’ fees, to which Client Indemnatee may become subject as a result of any Claim against a Client Indemnatee arising or resulting from:

- (i) The negligence or wilful misconduct of any Pierre Fabre Indemnatee and/or the material breach by Pierre Fabre of any warranty, representation, covenant or agreement made by Pierre Fabre; or
- (ii) The violation of any proprietary right relating to Pierre Fabre’s Manufacturing methods;

Except, in each case, when such Losses result from the negligence or wilful misconduct of any Client and/or Client Indemnatee or from the breach by Client and/or Client Indemnatee of any warranty, representation, covenant or in the event of agreement made by Client and/or Client Indemnatee.

12. INSURANCE

Each Party shall subscribe and maintain, with insurers of recognised reputation and solvability, the insurance policies needed for the coverage of their respective liabilities set out above.

13. TERMINATION

Orders related to these T&Cs may be terminated early, by one or the other Party, in the event of:

- Material breach of all or part of its contractual obligations by a Party that has not been cured within ninety (90) days upon a formal notice sent by registered letter with acknowledgment of receipt, by the other Party;
- Force Majeure event that is not capable of remedy.

14. CONSEQUENCES OF EARLY TERMINATION

As of such effective termination of the Orders:

- Pierre Fabre will send to the Client a status report regarding notably (i) the Products and/or Services totally completed in stock at Pierre Fabre’s premises, and (ii) the Products and/or Services partially completed and their status of completion and (iii) the stocks of the remaining materials and/or Components;
- The Client shall pay to Pierre Fabre (i) all Products manufactured or completed by Pierre Fabre, (ii) all Services performed or completed by Pierre Fabre, (iii) all works performed by Pierre Fabre or its subcontractors which are under process, (iv) all materials and/or Components ordered by Pierre Fabre, (v) all remaining materials and/or

Components and (vi) an amount equal to fifty percent (50%) of the price for the Products not manufactured and/or the Services not performed by Pierre Fabre by reason of the early termination.

15. INTELLECTUAL PROPERTY

15.1 “Intellectual Property Rights” mean all registered intellectual property rights (such as patents, trademarks) and all unregistered intellectual property rights granted by law (such as but not limited to copyright, database rights) related to any information, documentation (such as design and Manufacturing data package), data, specific tools (such as data process), blueprints, plans, diagrams, models, formulae and Specifications, know-how and trade secrets.

15.2 Neither the Manufacture and/or supply of the Products, nor the performance of the Services, nor anything contained in the Agreement shall be construed as expressly or implicitly granting any Intellectual Property Rights to the Client (i) owned or controlled by Pierre Fabre prior to these T&Cs entering into force, or (ii) generated or acquired by Pierre Fabre at any time independently from the performance of the Agreement or, (iii) licensed to Pierre Fabre by third parties, and, which are required for the full and proper performance of the Agreement.

15.3 The performance of the Agreement shall result in the creation and development of certain Intellectual Property Rights (the **“Foreground Intellectual Property Rights”**). Pierre Fabre shall upon its creation be the sole owner of, and shall have full title to such Foreground Intellectual Property Rights. However, if by operation of law, the Client is the owner of any Foreground Intellectual Property Rights, the Client hereby assigns and shall cause its employees, agents and contractors to assign to Pierre Fabre, as soon as created and in consideration of the Price set out under Article 4 of these T&Cs, on an exclusive and worldwide basis, and for the duration of the said Foreground Intellectual Property Rights, all such Foreground Intellectual Property Rights.

15.4 Pierre Fabre shall be entitled to enforce against Customer Intellectual Property Rights licensed by third parties once such Intellectual Property Rights are required for the full and proper performance of the Agreement.

15.5 The Client grants to Pierre Fabre the right to use its Intellectual Property Rights for all the duration of the Agreement.

16. NO WAIVER

Any failure or delay on the part of any Party exercising any power or right hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right or power preclude any other or further exercise thereof or the exercise of any right or power hereunder or otherwise available in law.

17. ETHICS & COMPLIANCE

Pierre Fabre Group has adopted a Code of ethics and a 3P Code, which can be consulted at the following address: <http://www.pierre-fabre.com>, intended to apply to its employees, directors and partners, and expects them to behave ethically in the conduct of their own activities, particularly with regard to human rights, working conditions, the fight against all forms of corruption and environmental protection. Consequently, the Client acknowledges having read and fully understood the Code of ethics and the 3P Code of the Pierre Fabre Group and confirms that its practices, are not contrary nor inconsistent with the Pierre Fabre's values set out in the said Code of Ethics and the 3P Code.

18. ASSIGNMENT

Neither Party shall assign all or part of the Agreement, directly or indirectly, in part or in whole, subject to payment or not, to any third party without the prior written approval of the other Party. As an exception to the above, Pierre Fabre shall be entitled to assign any Order to its affiliates.

19. NOTIFICATION

All notices and communication by and between the Parties shall be deemed to be duly made when in writing and duly delivered when sent by registered electronic mail, which exclude the risk of incorrect reproduction, to the contact addresses, persons and details, as set out by either Party to the other.

20. DEMATERIALISATION

In order to facilitate their business relationship and in particular the transmission and signature of contractual documents, the Parties agree to implement a process of dematerialization of the documents exchanged between them. This process of dematerialization envisaged by the Parties is based on the use of electronic signature tools that guarantee the identification of the signatory, the integrity of the signed document, the link between the signatory and the document and the signatory's consent to the content of the said document.

21. FORCE MAJEURE

21.1 For the purposes of these T&Cs, a "**Force Majeure Event**" shall mean any event beyond the control of Pierre Fabre and/or the Client, which could not be reasonably foreseen upon the date of the Order and whose effects, which cannot be avoided by appropriate measures, prevent Pierre Fabre and/or the Client from performing all or part of its obligations.

21.2 The Parties agree that (i) the failure of the Client to provide information and documents, (ii) the inability for a Party to get raw materials and/or Components necessary for the Products Manufacturing and/or supply and/or the Service performance, (iii) a failure or default of a Party's suppliers and/or subcontractors, (iv) delays caused by the application of new legislative and/or regulatory constraints (e.g., sanitary crisis) shall constitute a Force Majeure Event.

21.3 The Party affected by a Force Majeure Event shall notify to the other Party within eight (8) calendar days of its occurrence. If the force majeure event exceeds three (3) months, Pierre Fabre shall be entitled to terminate any Order pursuant to Article 20 of these T&Cs.

22. PERSONAL DATA

22.1 For Pierre Fabre and Client's internal personal data, collected and processed as data controller, the Parties shall comply with the regulations in force applicable to the collection and processing of personal data and, in particular, Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("**GDPR**").

22.2 Pierre Fabre does not perform any act pursuant to the Agreement that may constitute a "Processing" of "Personal Data" as those terms are defined in GDPR unless Pierre Fabre and Client sign a prior written amendment to that end, adding appropriate contractual provisions on the conditions of transmission and processing of said data to comply with the GDPR.

22.3 The Pierre Fabre group global privacy policy is available at the following address: <http://www.pierre-fabre.com>.

23. APPLICABLE LAW AND LITIGATION

23.1 These T&Cs, any Quotation, any Order and/or any issue regarding the Manufacturing and/or delivery of the Products, and/or performance of the Services (including but not limited to the validity, interpretation, performance termination of these T&Cs) shall be governed by, construed, and enforced in accordance with, the laws of France, without reference to conflict of law rules.

23.2 Any dispute relating to the performance or interpretation of the Agreement which cannot be resolved amicably, shall be submitted to the competent courts of Paris.

| For PIERRE FABRE | For The SUPPLIER |
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| MEDICAMENT | |
| Name | Name |
| Title | Title |