

PENN PHARMACEUTICAL SERVICES LIMITED, TRADING AS PCI PHARMA SERVICES ("PCI")
CONDITIONS FOR THE PROVISION OF SERVICES – VERSION 16

1 General

1.1 This Contract comes into force when both parties sign the Proposal ("the Signed Proposal"). The Contract includes these Conditions, the Signed Proposal, the Technical Specification ("the Technical Specification"), protocols and procedures agreed and signed by both parties ("the Contract"). The Contract excludes all other terms and conditions contained or referred to in any other document or communication between the parties.

1.2 The **Company** means the client named in the Signed Proposal.

2 Services

2.1 PCI shall provide the services set out in the Signed Proposal and Technical Specification ("the **Services**") in accordance with and subject to the Contract with reasonable care and skill and in accordance with statutory and regulatory requirements. All times or periods for completion of the Services and/or delivery of any products produced by PCI for the Company pursuant to the Contract ("**Finished Products**") or supplied by the Company to PCI in order for PCI to perform the Services ("**Company Products**") (together referred to as "**the Products**"), are given by PCI in good faith but are intended as an estimate only.

2.2 All Finished Products are delivered to the Company Ex-works PCI's facility (EXW Incoterms® 2010), unless otherwise agreed in writing between the parties.

2.3 Company may conduct a GMP compliance audit of the Services no more than once per annum, involving a maximum of two auditors for a maximum of 2 days. All additional audits (if not for cause) are subject to PCI's standard audit hosting charge as set out in the Proposal.

2.4 PCI will provide additional quality and regulatory support services at the request of Company. PCI reserves the right to charge Company for such additional support services, including but not limited to the investigation of complaints and deviations not attributable to PCI's failure to comply with the Technical Specifications.

3 Price and Payment

3.1 The Company shall pay to PCI the price set out in the Signed Proposal ("the **Price**"), which is PCI's best estimate based on the information provided by the Company and is subject to review. The Price is subject to adjustment to take account of PCI's costs and related third party costs. The Price is exclusive of value added tax.

3.2 Unless agreed otherwise, payment by electronic transfer to PCI's bank account as nominated in PCI's invoice is due 30 days from date of invoice save that payment shall become due immediately if Clause 8.1 applies. Time for payment is of the essence. PCI may charge interest at the rate of 4% above the Barclays Bank base rate from time to time on overdue amounts.

3.3 The Company shall notify PCI if it disputes any sums in an invoice within 10 days of the invoice date, failing which the Company is deemed to accept that the sums stated are properly due and to waive all its rights to subsequently dispute those sums.

3.4 If the Company disputes some but not all amounts in an invoice, the Company shall pay the sums not in dispute and the dispute shall be settled in accordance with Clause 10.

3.5 If the Company fails to make any payment that is due under this Contract or any other contract with PCI, PCI may without prejudice to its other rights and remedies suspend the Services until all such payments, with interest thereon, have been made.

3.6 The Company may not exercise any set-off, lien or any other similar right or claim.

3.7 In the event that the Company, at short notice, cancels or postpones any of the Services or significantly reduces its requirement for Services or Finished Products as set out in the Technical Specification and/or Signed Proposal, the Company is responsible for payment for the cancelled or postponed Services or the reduction in its requirements, at a percentage of the relevant Price, according to the following table:

Notification of cancellation or postponement of Services, or reduced requirement prior to planned start date	Percentage of Price payable
8-30 days	50%
< 8 days	100%

The Company is also liable for the payment of all exceptional costs and reasonable pass-through expenses which PCI is unable to recover as a result of the cancellation or postponement of, or a reduction in the requirement for the Services or Finished Products. Provided, however, that all amounts payable will be reduced to the extent that PCI is able to mitigate the loss by scheduling a replacement project or other means.

4 Company Warranties and Obligations

4.1 The Company warrants that:

- a) it is the owner of all Company Products or has the consent of the owner for PCI to use the Company Products for the provision of the Services;
- b) it will inform PCI of any known health and safety hazards arising from handling the Products or any product waste, and that it shall inform PCI in advance of any special precautions to be taken in the handling or care of Products or product waste by providing an MSDS, and ensure that such information is updated when required; and
- c) it is solely responsible for the safety and efficacy of the Products.
- d) it has received no notice or other indication alleging that the manufacture, use or sale of the Products have infringed or will infringe any intellectual property rights.

4.2 The Company shall:

- (a) promptly provide PCI with all Company Products in appropriate packaging, and information which PCI may require to perform the Services;
- (b) take all steps to cooperate with PCI in providing the Services, including the provision to PCI of adequate forward demand forecasts for Finished Products or any other Services; and
- (c) comply with all applicable statutory and regulatory requirements and ensure that all changes to relevant GMP regulatory documents (eg IMPDs, MAs) are communicated without delay to PCI.

4.3 Title to the Products shall remain with the Company at all times.

5 Confidentiality and Intellectual Property

5.1 Each party shall keep secret and confidential all business and trade secrets, methods of doing business, customer lists, commercial, scientific and technical information, data specifications and instructions in relation to the Products and the Services ("**the Confidential Information**") and shall use it solely for the performance of its obligations under this Contract.

5.2 Each party shall on termination of this Contract return or procure the return to the other of all Confidential Information save that the Company acknowledges that PCI must retain originals or copies of certain documents generated by it in relation to the Services in order to comply with statutory and other regulatory requirements.

5.3 The Company owns all intellectual property rights in the Products and PCI owns all intellectual property rights in relation to its expertise in providing of the Services.

6 Company Indemnity

6.1 The Company indemnifies PCI and will keep PCI indemnified against all claims, costs, losses (including, but not limited to, consequential or indirect loss and loss of profit whether foreseeable or not), damages, expenses and proceedings in respect of:

- (a) PCI's use of any Products or information provided by the Company;
- (b) any negligence or default on the part of the Company, its employees, agents or subcontractors

<p>(c) any act by PCI expressly authorised or ratified by the Company; or</p> <p>(d) any failure or delay in delivering Company Products or taking delivery of Finished Products.</p>	<p>10</p> <p>10.1</p> <p>10.2</p>	<p>Dispute Resolution</p> <p>The parties shall use reasonable endeavours to resolve any dispute by prompt discussion in good faith at a managerial level appropriate to the dispute in question. Other than in relation to non-payment, this discussion shall be a pre-condition to the commencement of legal proceedings before any court. This procedure commences when either party gives notice to the other setting out the issues in the dispute and referring to this clause and, unless the parties agree otherwise, shall be treated as having been exhausted if the dispute has not been resolved within 10 business days after the giving of the notice.</p> <p>If and to the extent that the parties do not resolve a dispute following the application of this Clause 10 either party may commence proceedings subject to the exclusive jurisdiction of the English courts and this Contract shall be governed and interpreted in accordance with English law.</p>
<p>7</p> <p>7.1</p> <p>7.2</p> <p>7.3</p> <p>7.4</p> <p>7.5</p> <p>7.6</p> <p>7.7</p>	<p>11</p> <p>12</p>	<p>Privacy Statement</p> <p>PCI respects the privacy of its customers. Information obtained about the Company including contact information, postal addresses, email addresses, telephone numbers, and other information volunteered to PCI by the Company (such as survey data) will only be shared within PCI or its affiliated or subsidiary companies. Information will not be shared with any outside company without the prior written approval of the Company. PCI may communicate with the Company and its employees via email, direct mail or telephone for the purpose of providing support for the provision of services, for commercial messages, or to keep the Company informed on new products, services or upcoming events.</p> <p>Changes to the Services</p> <p>If the Company wishes to make any changes to the Services, it will submit to PCI details of the proposed changes and the reasons for them. The parties will negotiate the proposals and if agreement is reached, PCI will produce a change order (“the Change Order”) which will be incorporated into this Contract upon signature.</p>
<p>8</p> <p>8.1</p> <p>(a)</p> <p>(b)</p> <p>8.2</p> <p>8.3</p> <p>8.4</p>	<p>13</p> <p>14</p> <p>14.1</p> <p>14.2</p> <p>14.3</p> <p>14.4</p> <p>14.5</p> <p>14.6</p>	<p>Anti-Corruption and Bribery</p> <p>The Company shall:</p> <p>(a) Comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.</p> <p>(b) Comply with the PCI's Anti-Bribery and Anti-Corruption policies which are available on our website (as amended from time to time).</p> <p>(c) Have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to, adequate procedures under the Bribery Act 2010.</p> <p>General</p> <p>Delay in exercising, or a failure to exercise, any right or remedy in connection with this Contract shall not operate as a waiver of that right or remedy.</p> <p>All notices shall be sent by recorded delivery or registered post or by fax to the other at the address stated in the Signed Proposal and shall be deemed to have been received by the other, if sent by pre-paid recorded delivery or registered post, 3 business days after posting, or if sent by fax, on the date sent provided that a printed report confirming transmission is received.</p> <p>PCI has the right to sub-contract any part of the Services and may assign this Contract. The Company shall not assign or transfer this Contract without the prior written consent of PCI.</p> <p>This Contract contains the entire understanding between PCI and the Company and supersedes all previous agreements in respect of the Services.</p> <p>A person who is not a party to this Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of it.</p> <p>This Contract may be executed in one or more counterparts by the parties, which may be by facsimile signature, email or .pdf, each of which when executed and delivered, by facsimile transmission, email or .pdf, will be an original and all of which will constitute but one and the same Contract.</p>
<p>9</p> <p>Force Majeure</p> <p>PCI shall not incur any liability to the Company in the event it is prevented from or delayed in the performance of its obligations under this Contract by reason of any circumstances beyond its reasonable control, including (without limitation) strikes, riots, sabotage, war, terrorism, fire, storm, flood, earthquake, failures of, shortages in or a loss of access to equipment, power, supplies, fuel or transport facilities, inability to obtain materials or government action.</p>		