LEO General Purchase Conditions

1. Acceptance

These general purchase conditions (hereinafter the "**Conditions**") together with the relevant order (the "**Order**") issued by LEO Pharma A/S (the "**Buyer**") to a seller/supplier (the "**Supplier**") collectively set forth the terms under which the Buyer offers to purchase the goods (the "**Goods**") to be delivered and/or services (the "**Services**") to be performed by the Supplier (collectively the Goods and Services are referred to as the "**Deliverables**"). When the Supplier accepts an offer from the Buyer, either by acceptance, delivery of any Deliverables and/or commencement of manufacturing and/or performance of the Deliverables, a binding contract shall be formed. Conditions other than those stated in the relevant Order or in these Conditions, or any amendment thereto, shall only be part of the order in question if, and insofar as, both parties have agreed so in writing. The Buyer assumes no obligation to buy the Deliverables exclusively from the Supplier or to buy a minimum quantity of Deliverables from the Supplier. In the event that these Conditions deviate from the conditions in the Order, the conditions in the Order shall prevail.

The Buyer is not bound by, and hereby expressly rejects, any of the Supplier's general conditions of sale and any additional or different terms and provisions that may appear on any proposal, quotation, price list, acknowledgement, invoice, packaging slip or the like used by the Supplier. Course of performance, course of dealing, and usage of trade shall not be applied to modify these Conditions.

These Conditions may from time to time be supplemented or replaced by special conditions for purchase by the Buyer.

2. Delivery Time and Delivery

The Order shall state the delivery time or latest date of delivery/performance of the Deliverables. The term for delivery shall commence on the day on which the Buyer has placed the Order in writing. The term for delivery is fixed and material. If the term for delivery is exceeded, the Supplier is deemed in default without any further notice being required. If it is imminent that the term of delivery may be exceeded, the Supplier shall notify the Buyer forthwith in writing. Any such notice shall not affect the Buyer's rights if the term of delivery is exceeded.

Where delivery is made after the date specified in the Order without the prior written consent of the Buyer to postpone delivery, the Buyer reserves the right to:

- claim from the Supplier liquidated damages for late delivery, which shall start to accumulate on the first day of delay, for an amount equal to 2% of the total amount of the Order per week of delay; these liquidated damages will be due and payable immediately upon the Buyer sending a formal notice and the Buyer may choose to receive these liquidated damages either in the form of a discount or as a credit note issued by the Supplier. These liquidated damages for late delivery shall not prevent, nor even be deducted from, any damages which the Buyer reserves the right to claim in the event of damage or losses arising from the delay; and/or

- cancel, by simple registered letter or otherwise, all or any part of the undelivered Order, without prejudice to any damages that the Buyer reserves the right to claim from the Supplier by way of compensation for damage or losses suffered as a result of the failure to deliver.

In addition to any other remedies, the Buyer reserves the right to obtain the Deliverables covered by the Order in question from whomever the Buyer thinks fit. In such event, the Supplier is obliged to defray all expenses incurred by the Buyer to compensate for the Supplier's breach.

If due to special circumstances, the Buyer is not able to accept the Deliverables at the agreed time, the Supplier must, at the Buyer's request, postpone the delivery for a reasonable period of time, such to be determined by the Buyer.

The Buyer reserves the right to refuse receipt of Goods delivered if the delivery is not accompanied by a delivery note including the following information (to the extent relevant): name of supplier, place and date, place of receipt, order number, gross and net weight, net quantity delivered and a specific packing list describing the content of each product using the same name as the one that appears on the Order.

Unless stated otherwise in the Order, the Deliverables shall be "Delivered Duty Paid" (DDP, Incoterms 2020 (the "**Incoterms**") at the date of the Order) to the Buyer's address. The Supplier shall designate the Deliverables as destined for the Buyer and safely store and insure the Deliverables until the delivery to the Buyer.

The Buyer reserves the right to return the (partial) delivery or deliveries of Deliverables not agreed to at the Supplier's account and risk. If quantities delivered deviates more than what are usual in the branch of industry concerned from the quantities agreed upon, the Buyer is entitled to refuse delivery of the surplus, and if lower quantities are delivered, delivery of all the Deliverables, and return the Deliverables concerned at the Supplier's account and risk.

3. Packaging and Transport

The Supplier must ensure that the Goods are properly packed, safeguarded and, if the Supplier provides transport, transported in such a manner that upon transportation it will reach the place of delivery in a good state and can be safely unloaded. The Supplier is liable for compliance including for compliance by the transporters contracted by it, to national, international and/or supranational regulations applicable to packaging, safety, and transport. At the Buyer's first request, the Supplier must take back at its own account and risk the packaging material used by the Supplier and dispose of this material in a responsible manner.

4. Receipt, Inspection and Testing

Deliverables delivered or performed must fully comply with the Buyer's Order and present no defects whatsoever. The Supplier is bound by an obligation of result to comply with this provision. Upon receipt of the Goods, the Buyer may conduct a visual inspection of the Goods delivered; this shall be considered "provisional" acceptance. After opening the package, or following completion of the service, and technical inspection by the Buyer or by any inspection body (within a maximum of one month from the date of delivery of Goods/final acceptance), the Buyer reserves the right, should a defect or non-compliance with the Order be found, to send a complaint to the Supplier, who shall, upon simple request from the Buyer, promptly either refund, repair, replace or take back at the Supplier's own cost and expense, the non-compliant Goods, or, as applicable, repeat the non-compliant Service. If the defect in question should cause any harm whatsoever to the Buyer, the Buyer reserves the right to seek compensation from the Supplier for any such damages.

In no event shall payment (in full or in part) for Deliverables imply final acceptance by the Buyer.

The Buyer may, at any time, inspect the Goods or the manufacturing/performance process for the Deliverables. If any inspection or test by the Buyer is conducted on the premises of the Supplier then the Supplier must provide reasonable facilities and assistance for the safety and convenience of the Buyer inspection personnel.

5. Prices and Payment

Unless otherwise specified in the Order, prices are firm and final and may not be revised. Unless otherwise stated, the prices given include the packaging necessary for the proper storage of the Goods and packaging suitable for transport of the Goods.

Subject to acceptance of the delivered Goods or Services performed, payment shall be due end of month plus sixty (60) days from receipt of correct invoice by the Buyer, provided that, the invoice meets the applicable value-added tax requirements. Payment of an invoice shall not imply acceptance of the Deliverables concerned. The Buyer is entitled to suspend payment if the Buyer notices a shortcoming in the Goods or non-performance of the Service.

The Buyer is entitled to set-off or reduce any amount to be paid by any amount (whether related or not) due to the Buyer from the Supplier.

Invoices must state the Order number and/or the department or employee requesting the Order and invoices must be separate and auditable for each purchase order.

(Interest on Late Payments) In the event of late payment, the Buyer shall pay interest on the outstanding amount from the due date until actual date of receipt of payment. The applicable interest rate shall be EURIBOR 3 months.

6. Transfer of Ownership and Risk

Full title to, and ownership of, the Goods or performance result of any Service shall pass unencumbered and unconditionally to the Buyer no later than upon delivery of the Goods in accordance with the Incoterms, or performance of the Service. Immediately thereafter, the Supplier shall hand over to the Buyer a complete set of shipment documents (bill of lading, master's receipt or other relevant documents) or, if agreed upon, transfer the equivalent data file. If within the framework of the Order, partial payments are made for (parts of) the Deliverables in anticipation of delivery/performance of the Deliverables, the ownership of (parts of) the Goods or performance result shall pass to the Buyer at the moment of delivery of (part of) the Goods to the Supplier by a sub-supplier or – in the case of manufacturing or Service performance – at the moment the Supplier commences manufacturing or performance; the risk for the Goods shall be transferred to the Buyer in accordance with the Incoterms.

To the extent the Buyer is deemed the importer of any Good (either per agreement or by law), the Supplier shall provide the Buyer with all documents and information necessary to prepare, complete and/or lodge any import declaration to relevant authorities, as required in the customs legislation of the country of import.

7. Intellectual Property Rights and Confidentiality

Any and all information, data, material, Results and documents of any kind whatsoever provided and/or disclosed by the Buyer and/or any affiliate of the Buyer to the Supplier, or otherwise learned of and/or acquired by the Supplier whatsoever, is the exclusive property and intellectual property right of the Buyer (collectively, the "Buyer Information") and nothing in an Order and/or in these Conditions shall be construed as granting to the Supplier, by implication or otherwise, any license or proprietary right with respect to the Buyer Information.

New intellectual property rights in or arising out of Goods delivered and/or Services performed by the Supplier at the Buyer's request, as well as improvements thereof and additions thereto, shall pass to or be transferred (and the Supplier now assigns all of the Supplier's right, title and interest in the same) to the Buyer and shall promptly from its creation be the exclusive property and intellectual property right of the Buyer (the "**Results**"). Insofar as for the transfer of said rights, if a further act is necessary, the Supplier must, at the Buyer's first request, grant its cooperation (including ensuring the cooperation of any employees and/or subcontractors) to promptly transfer these Results to the Buyer. The Supplier must renounce its moral rights to the Results by the Supplier as part of the Order (including ensuring any employees and/or subcontractors have renounced their moral rights).

The Supplier must at all times treat any and all information and/or documents of any kind whatsoever provided by or on behalf of the Buyer or generated by the Supplier for the Buyer under an Order and/or as the Supplier otherwise becomes aware of during the delivery and/or performance of the Deliverables for the Buyer under an Order as confidential. All such information may be used by the Supplier solely for the purpose of, and only to the extent required to, fulfill the Supplier's obligations under an Order. The Supplier must at all times protect the Buyer's information using not less than the same degree of care with which the Supplier treats its own confidential information, but must at all times use at least reasonable care. All such information remains the property of the Buyer and the Supplier shall, upon the Buyer's demand, promptly return such information (including any copies thereof). The existence and the content of the Order shall be treated as confidential by the Supplier. The Supplier shall ensure that any person or third party entity under its charge complies with these Conditions at all times.

Without the Buyer's prior written consent, the Supplier is not entitled to use Buyer's name, logo, trademarks, copyrights and/or any other intellectual property rights, or the name of any employee or agent, in any advertising or sales promotional material and/or in any other manner.

Save as unavoidable in order to fulfil the Order, the Supplier is not entitled to refer to, or otherwise publicly disclose, its business relationship with the Buyer without the prior written consent of the Buyer.

8. Disclosure right and obligations due to listing (IPO, Stock exchange rules)

(Permitted Stock Market Disclosures) In the event of any stock market transaction or other event, including but not limited to an initial public offering (**"IPO"**), that under the applicable stock market laws, regulations, stock exchange rules and/or guidelines requires the disclosure of confidential information, including the Order and the terms of these Conditions, a party shall have the right to disclose such confidential information to the relevant authorities, stock exchanges and the public.

(Inside Information) The Parties understand, acknowledge, and agree that during the term of the Order and these conditions, the Parties' collaboration in itself, or any part of the collaboration, may constitute or include confidential information that is or may be considered material non-public inside information ("**Inside Information**") if a party is or becomes listed on a publicly listed stock exchange or trades its company shares in a stock market (a "**Listed Party**"). If a Listed Party deems that certain information constitutes Inside Information, then the Listed Party shall inform the other party thereof. The other party represents and warrants that it shall comply with any and all relevant stock market laws, including but not limited to the U.S. Securities and Exchange Act of 1934, as amended, and any and all regulations, stock exchange rules and/or guidelines, as applicable with respect to a Listed Party's jurisdiction ("**Trading Laws**"), including but not limited to establishing an insider list and imposing a trading ban on relevant employees, and ensuring that its employees, agents, officers, directors, consultants or third-parties that are privy to such Inside Information, through or during the Order and the terms of these Conditions, comply with such Trading Laws and such Listed Party's internal policies and procedures. Each party agrees that this provision shall survive termination of the Order and these Conditions for as long as required under applicable Trading Laws.

9. Transfer of Rights and Obligations

The transfer of rights and obligations by a party to a third party requires the prior written consent of the other party. In that case the transferring party must ensure that the Order will be fulfilled by that third party. However, the Buyer is entitled to instruct the Supplier to deliver the Goods or perform the Services to another LEO entity and in connection therewith to transfer all its rights and obligations to that other LEO entity. The Supplier hereby gives, in advance, its consent to such transfer. The Supplier is, regardless of any transfer, fully responsible and liable for activities carried out by third parties at the Supplier's request (including activities by independent contractors and representatives) and must indemnify the Buyer against any claims from third parties which arise from or relate to activities carried out by or goods used or delivered by third parties at the Supplier's request.

10. Warranties, Representations and Indemnity

The Supplier warrants and represents to the Buyer that:

a) the Deliverables are (as applicable) (i) new, of good quality and free from defects, (ii) entirely in conformity with the Buyer's requirements, specifications, conditions, drawings, samples, business needs and/or other data provided by the Buyer, (iii) free from design faults, (iv) complete and suitable for the business purpose and use indicated by the Buyer and (v) do not infringe any intellectual property right of third parties, also with regard to the aforementioned business purpose and use, and that the Supplier is owner of the intellectual property rights or holds sufficient rights to transfer the Goods and/or perform the Service, free from obligations toward third parties;

b) with regard to the Deliverables, the legal requirements and governmental regulations have been met and that all approval documents required by the authorities have been obtained and will be provided to the Buyer, that the Deliverables meet the requirements of the safety and quality standards commonly used within the branch of industry, that all Goods will be provided with the approvals and certificates required to operate or needed for the intended use, and that, insofar as required for the health or safety of persons or property, it is provided with clear operating instructions, safety prescriptions and warnings; and

c) the Supplier will indemnify the Buyer of all claims by any third parties for acts, omissions, or nonfulfillment of obligations (including the representations given in subsection a) and b) toward the Buyer by the Supplier and/or third parties acting on the Supplier's behalf in the execution of the Order, and for any infringement or claimed infringement of industrial and/or intellectual property rights of third parties due to (the use of) the Goods or performance result of the Services.

If any Goods are defective or unsuitable for intended use, any performance result of a Service is faulty, or the Deliverables otherwise do not conform to the requirements of the Order, the Buyer shall notify the Supplier and may, without prejudice to any other right or remedy available to it under the Order, these Conditions or at law, in its sole discretion: a) terminate the Order in whole or in part and claim full refund of the price paid to the Supplier; or b) require the Supplier promptly to remedy the non-conformance or to replace/reperform the nonconforming Deliverables with Deliverables meeting the specifications.

The Buyer's warranty claims shall become time-barred twenty-four (24) months after the later of (i) the time at which risk has passed to the Buyer, (ii) the date of invoice and (iii) the date of expiration of any warranty prescribed by law. The Supplier shall bear all the cost of repair, replacement and transportation of the nonconforming Goods or reperformance of the Service, and shall reimburse the Buyer in respect of all costs and expenses (including, without limitation, inspection, handling and storage costs) reasonably incurred by the Buyer in connection therewith.

All risk associated with the nonconforming Goods shall pass to the Supplier upon the Buyer's notice thereof.

11. Quality

The Supplier must inform the Buyer of any issues which could potentially have negative influence on the Supplier's performance of Service and/or delivery or quality of Goods, immediately upon the Supplier becoming aware of any such issues.

If in the Order, the Deliverable is intended for use in production of pharmaceutical or regulatory process related to production, sale, transport, distribution or monitoring of pharmaceuticals, the Supplier must maintain and retain all documents and records related to quality. The Supplier shall grant the Buyer full access at any time to all relevant documentation and documentation related to training of personnel and administration of their assigned duties shall be kept by the Supplier for eight (8) years after delivery of the Goods or performance of the Service.

Supplier shall inform the Buyer of any changes regarding Deliverables intended for use in production of pharmaceutical or regulatory process related to production, sale, transport, distribution or monitoring of pharmaceuticals, which may have an impact on the quality of Service or quality of Goods, and/or on any regulatory applications related to the Service or Goods. Supplier shall notify the Buyer within a reasonable time, prior to implementation, to allow the Buyer to assess the potential impact of the change. A global e-mail address is dedicated for any change notification: *supplier_notifications@leo-pharma.com*.

12. Force Majeure

Either party is excused from performing its obligations if its performance is delayed or prevented by any reasonably unforeseen cause beyond such party's control including, but not limited to fire, explosion, war, insurrection, civil strife, riots, government action or power failure. Performance shall be excused only to the extent of and during the reasonable continuance of such disability and the excused party must take all reasonable measures to overcome any such disability.

Each party shall promptly notify the other party in writing upon becoming aware of an event of force majeure as well as the expiration thereof. However, if the force majeure persists for a period of fourteen (14) calendar days after receipt of notice, such other party shall be entitled to terminate in whole or in part the applicable Order in writing without further notice.

13. Applicable Law and Arbitration

Danish law without regard to the conflict of law provisions shall be applicable to these Conditions and any Order. The United Nations Convention on contracts for the international sale of goods (CISG) shall not apply.

With regard to any dispute that may arise from these Conditions or an Order or from any other agreements as a consequence thereof, the parties agree that the dispute shall be settled by arbitration in Copenhagen and in accordance with the rules of arbitration procedure adopted by the Danish Institute of Arbitration (the "Institute") (http://www.voldgiftsinstituttet.dk/en) and in force at the time when such proceedings are commenced. Unless otherwise agreed upon in writing the arbitration tribunal shall be composed of three (3) arbitrators. Each Party shall appoint one (1) arbitrator and the Institute shall appoint one (1) arbitrator who shall be the chairman of the arbitration tribunal. If a party has not appointed an arbitrator within thirty (30) days of having been requested hereto or received a notice of the arbitration, such arbitrator shall be appointed by the Institute. Unless otherwise agreed upon in writing the proceeding shall be conducted in the English language.

Despite the aforementioned arbitration provision, nothing in these Conditions shall restrict the right of a party to seek equitable relief (including, but not limited to injunctive relief and/or specific performance) in any court of competent jurisdiction in order to enforce the obligations of such party.

14. Conditions that remain in Force; Nonbinding Conditions

After termination of the Order, regardless of the cause thereof, the provisions of these Conditions and the Order which by their nature are meant to remain in force after termination, including, but not limited to, clauses 7 (*Intellectual Property rights and Confidentiality*), 8 (*Disclosure right and obligations due to listing (IPO, Stock exchange rules)*) and 13 (*Applicable law and Arbitration*), shall remain in force between parties.

If these Conditions or the conditions in the Order are or become partially invalid or unbinding, parties shall remain bound to the remaining part of the Conditions or the Order. Parties shall replace the invalid or nonbinding part by stipulations that are valid and binding and with consequences which, considering the contents and purpose of these Conditions and the Order, are similar to the invalid nonbinding parts.

15. Compliance with Laws and Export Control

The Supplier must at all times comply with all laws, rules and regulations applicable to the Order, including but not limited to, all labor and environmental laws, rules and regulations.

(Export Control and Trade Sanctions Regulation) In these Conditions, **"Export Control and Trade Sanctions Regulation"** means export control and trade sanctions laws, regulations, rules and licenses of (a) the United Nations, the European Union, the member states of the European Union, the United Kingdom, Norway, Switzerland, the United States of America or (b) the respective governmental institutions and agencies of any of the foregoing, including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC"), the United States Department of State, the U.S. Department of Commerce, any other agency of the United States government and HM's Treasury, or other relevant sanctions authority, as amended from time to time.

The Supplier represents and warrants that (a) neither it nor any of its sub-suppliers or any of its or their respective personnel, directors, officers, shareholders or business partners is a designated or sanctioned parties under Export Control and Trade Sanctions Regulation (a **"Sanctioned Party"**) and that (b) in connection with the Order and these Conditions and performance thereunder, the Supplier will not directly or indirectly deal with any Sanctioned Party. The Supplier will notify Buyer immediately (i) if Supplier or any of its affiliates, subsidiaries, directors or officers becomes a Sanctioned Party, (ii) of any changes in the ownership of the Supplier or (iii) if Supplier becomes subject to or involved in any enquiry, claim, action, suit, proceeding or investigation against it with respect to Export Control and Trade Sanction Regulation. Furthermore, each of the Parties shall comply with the applicable Export Control and Trade Sanctions Regulation regarding the shipping, purchase, procurement, import, export and any other transfer of Deliverables and any parts, components or materials incorporated into the Deliverables. To the extent that Supplier will deliver any goods, software and/or technology subject to Export Control and Trade Sanctions Regulation, Supplier shall for each such goods, software and/or technology inform the export/re-export classification, including the US export control classification number (ECCN), EU dual-use number or other relevant means of classification. Supplier shall further identify

the country of manufacture and inform whether 10% thereof comprises components or other content made in the United States.

(Non-Compliance with Clause 15) The Supplier must at all times and promptly take all appropriate steps to resolve and correct any identified non-conformity. In the event that (a) the Supplier becomes a Sanctioned Party or fails to comply with this Clause 15, or (b) if the Buyer in its discretion believes there is a risk of the Buyer breaching Export Control and Trade Sanctions Regulation or becoming a Sanctioned Party as a result of or in connection with the Order or these Conditions, it shall be deemed to constitute a material breach of such and shall, without limiting any other right or remedy available, entitle Buyer to terminate the Order and these Conditions in whole or in part with immediate effect without incurring any liability.

16. Personal Data

Where the Supplier in the performance of the Supplier obligations in an Order processes personal identifiable data (as defined in applicable law) of the Buyer's employees, contractors or business partners and/or any other persons having a relation to the Buyer (collectively referred to as "Personal Data"), then the Supplier must:

a) comply with all privacy and data protection law and regulation applicable for the Order;

b) process Personal Data only insofar necessary for the Order rendered to the Buyer and as permitted or required by law;

c) keep the Personal Data confidential;

d) take all appropriate technical, physical and organizational security measures to protect the Personal Data against loss, unauthorized or unlawful processing;

e) promptly inform the Buyer of any actual or suspected security incident involving the Personal Data; and

f) delete the Personal Data when the data is no longer needed for the supply of Goods and/or performance of the Service.

The Supplier must indemnify and hold harmless the Buyer, the Buyer's officers, agents, and personnel from any claims, fines and damages arising out of the Supplier's breach of this provision.

17. Anti-Corruption and Third-Party Code of Conduct

(Anti-Corruption) The Supplier acknowledges that the Buyer is committed to maintaining the highest standards of ethical conduct and the Buyer will not tolerate the use of bribery, corruption or facilitation payments to achieve its business objectives. The Supplier agrees to comply at all times with all applicable anti-bribery and anti-corruption laws, rules and regulations (including the UK Bribery Act and the United States Foreign Corrupt Practices Act) when fulfilling the Supplier obligations. For the avoidance of doubt, the Supplier shall not offer or give a financial or other advantage to any national or foreign public official with the intention of influencing that official in connection with the performance of the official's duties to obtain or retain a business advantage for the Buyer.

(Third Party Code of Conduct) The Supplier and its representatives shall at all times conform to the Buyer's Third Party Code of Conduct (**"TPCC"**). The latest effective version of the TPCC is always available at www.leo-pharma.com/thirdparty. Upon request, the Supplier shall provide information on its level of compliance with the TPCC so that the Buyer can assess whether the Supplier actually complies with these or not, and grant rights to the Buyer to conduct a compliance audit of Supplier. Supplier shall at all times and promptly take all appropriate steps to resolve and correct any identified non-conformity. Prior to commencement of any collaboration and at any time from placing the Order to delivery of same and one (1) year thereafter the Buyer and/or any representatives of the Buyer is entitled to inspect and audit the Supplier in regard to the Supplier's level of compliance with the TPCC. Inspections/audits will be carried out on-site and relevant documents, resources, facilities and records (including records on electronic devices) may be examined during such audits. If non-conformities are identified during these inspections/audits, relevant corrective action(s) must be implemented without undue delay.

The Supplier must at all times and promptly take all appropriate steps to resolve and correct any identified non-conformity. Any breach of this Clause 17 shall be deemed material and shall, without limiting any other right or remedy available, entitle Buyer to terminate the Order and these Conditions in whole or in part with immediate effect without incurring any liability.

18. Interaction with Healthcare Professionals and the General Public

The Supplier must refrain from interacting with, or making any payments to, Healthcare Professionals directly or indirectly on behalf of the Buyer without the prior written approval of the Buyer. For the purposes of these Conditions "Healthcare Professionals" means any member of the medical, dental, pharmacy or nursing professions or any other person who in the course of his or her professional activities may prescribe, administer, recommend, purchase, pay for, reimburse, authorise, approve or supply a medical product.

If, in connection with fulfilling the Supplier's obligations, the Supplier is required to interact or communicate with the General Public (the "General Public" is defined as anyone who is not considered a Healthcare Professional) directly or indirectly on behalf of the Buyer, such interactions must be done in a highly professional manner and in a way that will not disrepute the Buyer. The Supplier must ensure that, in addition to any procedures agreed between the Buyer and the Supplier relating to the Supplier's obligations set out in an Order and these Conditions, the Supplier's obligations are at all times provided in accordance with all relevant applicable laws, regulations, government regulatory requirements, guidelines and/or ethical industry codes in the Supplier's jurisdiction and any other relevant jurisdiction as in force from time to time.

19. Adverse Events Reporting

In the unlikely event that the Supplier should receive any customer complaints or any information related to drug safety, including adverse events (side effects), other experiences, medical inquiries, and/or safety related requests from regulatory authorities, in relation to any products or services of Buyer, the Supplier must forward these to Buyer by e-mail to drug.safety@leo-pharma.com within 1 (one) calendar day.

20. Termination

The Buyer may at any time, at the Buyer's sole discretion, and without cause, terminate an Order in whole or in part with immediate effect prior to completion of the Goods or performance of the Service by giving written notice of such termination to the Supplier. In case of such termination, the Buyer shall pay the Supplier the costs for the actual Goods delivered/Service performed/time spent prior to receipt of such notice with respect to the payments set forth in the Order and any documented, non-cancellable expenses directly related to the Goods delivered or Service performed, provided that the Supplier has made all reasonable attempts to mitigate such expenses. The parties shall cooperate with respect to an orderly wind-down of the collaboration and/or Deliverables provided by the Supplier.

If one of the parties commits a material breach of any provision of an Order or these Conditions, and such breach is not remedied within ten (10) days after written notification of the breach by the non-breaching party, the non-breaching party is entitled to terminate the relevant Order by written notice with immediate effect.

21. Staff provided

The Supplier must ensure that all employees, third parties or other persons or entities whom the Supplier are responsible for or acts on the Supplier's behalf have the skills, experience and qualifications required to perform and handle the Deliverables entrusted to them to the standard of competent professionals in the relevant fields. The allocation of additional resources may in no event be charged to the Buyer without the Buyer's prior written consent. The Supplier must ensure that the Supplier's staff complies strictly with the internal rules of the Buyer during work undertaken on the Buyer's premises.

22. Miscellaneous

The Supplier must at all times hold a sufficient insurance policy and coverage from a reputable insurance company covering the Deliverables delivered by the Supplier and/or any liability of the Supplier. Certificate of insurance evidencing the Supplier's sufficient insurance policies, coverage and limits must be submitted to the Buyer promptly upon the Buyer's request.

The rights and remedies in these Conditions are cumulative and are in addition to any other right or remedy available under an Order or by law.

Neither the failure nor the delay of the Buyer to enforce any provisions of these Conditions shall constitute a waiver of such provision or of the right of the Buyer to enforce each and every provision of these Conditions. No course or prior dealings between the parties and no usage of the trade shall be relevant to determine the meaning of an Order or these Conditions. No waiver, consent modification or amendment of the Order or these Conditions shall be binding unless made in writing specifically referring to the relevant Order or agreement between the Supplier and the Buyer.

23. Notices

All notices, requests and other communications under or in connection with the Order and these Conditions shall be made in writing (for the avoidance of doubt "written" or "in writing" as used in the Order and these Conditions shall also include e-mail), in the English language and delivered by hand, courier, mail or e-mail to the person or address as may be designated by the respective party in writing from time to time. Any such notices to the Buyer shall also be sent to legal@leo-pharma.com.