

General Terms of Cooperation of Sanofi and Suppliers

1. Terms

- 1.1. **Adhesion agreement** is Order (PO – Purchase Order) and General Terms of Cooperation (GTC) (only in case of absence of reference in PO to the framework agreement concluded between the Parties);
- 1.2. **Task** is a scope of procurement, specified in Order in the “Description” section and in the attachment (addendum) to PO (if applicable);
- 1.3. **Order (“PO”)** is the order to Supplier from Sanofi for the provision of services/execution of works/supply of goods containing the Task and terms;
- 1.4. **Confidential information** is any information, that is not publicly available which has become known to the Parties in the course of Adhesion agreement;
- 1.5. **General Terms of Cooperation, GTC** is the present document posted on the official website of Sanofi at https://www.sanofi.ru/-/media/Project/One-Sanofi-Web/Websites/Europe/Sanofi-RU/Home/about-us/sanofi-russia/to-suppliers/2020/GTC_ENG_190220.pdf?la=ru&hash=4AA4825DDC5FB9C53777C91F2EA0DF5 (“Web-site”);
- 1.6. **Supplier** is a legal entity or an individual entrepreneur, which was assessed and approved through Due Diligence procedure and which has received Order (PO) from Sanofi;
- 1.7. **Sanofi** is a JSC (Joint-Stock Company) “Sanofi Russia” or the representative office JSC (Joint-Stock Company) “Sanofi Aventis Group” depending on which of these organizations requisite details are specified in Order (PO) in the “The account must be registered to the legal entity” section ;
- 1.8. **Party** is Sanofi or Supplier;
- 1.9. **Parties** are Sanofi and Supplier collectively.

2. Conclusion procedure of Adhesion agreement

- 2.1. GTC and PO collectively represent a single Adhesion agreement in accordance with Article 428 of the Civil code of the Russian Federation.
- 2.2. Sanofi can change GTC unilaterally by GTC new version placing on its official Website without notice to Supplier. Amendments to GTC enter into force and become obligatory since their publication on Website.
- 2.3. Supplier confirms his adherence to Adhesion agreement and his agreement with GTC and PO conditions by acceptance of PO by performing implicative actions, focused on performing the PO. The acceptance is carried out in regard to full-blast of the Task in PO including, if the PO involves several execution stages, then implicative actions, focused on performing the first stage of the Task will mean that Supplier undertakes to perform full-blast of the Task.
- 2.4. PO with the description of the Task is sent to the Supplier’s email address, specified in SAP-CEP system of Sanofi.

3. Rights and obligations of the Parties

- 3.1. Supplier undertakes to carry out the Task in accordance with the terms specified in PO and within the time limit specified in PO.
- 3.2. If the Task involves supply of goods, Supplier must supply the goods to Sanofi applicable for the purpose for which the goods of this type are usually used. If Supplier was informed about specific purpose of purchasing goods (by specifying purpose in PO or otherwise), Supplier must transfer Sanofi the goods, usable for this purpose. When selling goods by sample and/or by description, Supplier must transfer Sanofi the goods which are corresponding to a sample and/or description.
- 3.3. If the Task involves performance of work/provision of services, Supplier must carry out work/provide services in accordance with requirements ordinary applicable to works/services of appropriate type of work. Unless otherwise provided by law, the result of performed work/service at the moment of transfer to Sanofi must have properties defined by ordinary applicable requirements, and be suitable, within the reasonable period, for common use of the result of work/service of this type.
- 3.4. For the Task performance Supplier may engage the third party. In such a case Supplier is responsible for the actions of such third party as for its own to Sanofi.
- 3.5. Sanofi has the right to check the Task performing process.

4. Acceptance of the Task performance

- 4.1. In order to confirm the proper provision of services/performance of works and perform payment, it is allowed to exchange documents in the electronic document management system or hard copies of the documents if it is impossible to exchange documents in the electronic document management system.
 - 4.1.1. Supplier is obliged to transfer the originals of the following documents:
 - 4.1.1.1. If the Task included provision of services/performance of works: 2 copies of the act of provided services/performed works acceptance (“Act”) signed and stamped by the Supplier or the act in the electronic document management system, invoice for payment, invoice, prepared in compliance with the requirements of tax law of Russian Federation within 5 (five) working days from the date of provision of services/performance of works;
 - 4.1.1.2. If the Task included delivery of goods: delivery note, invoice for payment, invoice, prepared in compliance with the requirements of tax law of Russian Federation simultaneously with the transfer of the goods to Sanofi (when exchanging hard copies of the documents) or within 5 (five) working

<p>days from the date of delivery of the goods (when exchanging documents in the electronic document management system);</p> <p>4.2. Sanofi is obliged to accept proper execution of Task and sign Act within 3 (three) working days from the date of Act receipt and return one copy to Supplier within the same period or to notify the Supplier about the refusal to accept the services/works and sign Act. If Sanofi refuses to sign Act, Sanofi undertakes to send to Supplier written reasoned refusal within 15 working days from the date of Act receipt.</p> <p>4.3. If Task execution envisages transfer of the results of executed works or delivery of goods to Sanofi, then acceptance is carried out in 2 steps:</p> <p>4.3.1. Acceptance of quantity is carried out at the moment of signature of delivery note or Act;</p> <p>4.3.2. Acceptance of appearance, completeness, assortment is carried out during 30 days from the date of acceptance of quantity. During this period, Sanofi may claim for appearance, completeness, assortment, even if otherwise stated in Act or delivery note.</p> <p>4.4. If PO does not envisage otherwise, the Supplier provides to Sanofi the following:</p> <ul style="list-style-type: none"> • In relation to the results of executed works/rendered services: warranty for all results of works/services for term of 12 months from the moment of transfer services/works results to Sanofi; • In relation to delivered goods: warranty for good for the term of 12 months from the moment of good transfer to Sanofi, if more lasting warranty period for good is not determined by manufacturer of such good. <p>4.5. If the Task is executed with violation of requirements specified in PO, in accordance with legislation, Sanofi is authorized to take the following measures including but not limited to:</p> <ul style="list-style-type: none"> • to demand a proportional reduce of price; • to demand full or partial replacement of goods; • to demand gratuitous correction of good/work/service defects by the Supplier; • to refuse part of the Task; <p>4.6. If the Supplier refuses to satisfy Sanofi's requirements in accordance with art. 4.6., Sanofi is authorized to engage third party for correction of defects and make a claim to the Supplier for compensation of corresponding losses/expenses.</p>
<p>5. Settlement procedure</p> <p>5.1. Sanofi makes payments on requisites specified in Supplier's account.</p> <p>5.2. Payments are made via bank transfers to the Supplier's account within the term specified in PO. If Supplier fails to provide the documents on time, in accordance with clause 4.1. the payment term is extended by the number of days of delay in the submission of documents.</p> <p>5.3. Order payment liabilities are considered as fulfilled by Sanofi from the moment of write-off of amounts from the settlement account of Sanofi.</p>
<p>6. Repudiation of agreement and its termination</p> <p>6.1. Sanofi is authorized to repudiate the Adhesion agreement at any time unilaterally and on an extrajudicial basis by sending a notice to the Supplier via e-mail 30 days before the proposed date of termination of Adhesion agreement, except for clause 9.3. of the GTC. In this case, only the part of Task executed by the Supplier is subject to payment. The Parties agree that the fact of Adhesion agreement termination in accordance with this paragraph is not a basis for use any penal sanctions to Sanofi.</p> <p>6.1.1. If according to the Task Supplier was obliged to render services to Sanofi, Sanofi is authorized to repudiate the Adhesion agreement provided that actual expenses are compensated to the Supplier.</p> <p>6.1.2. If according to the Task the Supplier was obliged to execute a certain work, Sanofi is authorized to refuse the Adhesion agreement execution at any time after payment of part of established price to the Supplier proportionally with part of work executed before receipt of notice from Sanofi about repudiation of Adhesion agreement.</p>
<p>7. Responsibility of the Parties</p> <p>7.1. If conditions of the Adhesion agreement are breached only documented losses of the Parties should be compensated (loss benefit should not be compensated).</p>
<p>8. Confidentiality</p> <p>8.1. The Parties hereby agreed that any information transferred by the employee and/or representatives of the Parties to each other, in the event that it is designated written or oral by the relevant Party as "confidential", is Confidential information and should not be disclosed to third parties.</p>
<p>9. Anti-corruption law</p> <p>9.1. The Supplier represents, warrants and undertakes to (a) comply with requirements of the applicable anti-corruption law including the US Foreign Corrupt Practices Act and the UK Bribery Act, and; (b) not to offer, promise and give funds and other material valuables (directly or indirectly) (i) to natural persons, (ii) entities, including associations, (iii) state authorities (including but not limited to state employees and other employees of above mentioned authorities, who because of official powers or personal capabilities can influence, provide and support activity (and/or provide financial and other benefits) of Sanofi, unlawfully performing own official functions or professional activity having purpose or consequence an illegal gratification or a commercial bribery, acceptance or admitted an</p>

- extortion, bribery and other illegal activities, focused on obtaining or retaining business benefit, as well as represents and warrants that the Supplier didn't perform the above mentioned actions before.
- 9.2. The Supplier will immediately notify Sanofi if, at any time during the term of the Adhesion agreement, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out above at the relevant time.
- 9.3. Failure to comply the provisions of the antitrust law will be deemed a material breach of the Adhesion agreement. Sanofi may immediately terminate the agreement/arrangement unilaterally extra-judicially at any time by means of prior written notice having effect in the date indicated therein in the event of a breach by the Supplier of the such provisions.

10. Intellectual property

- 10.1. In relation to the results of works/services, as well as in relation to any other objects created by the Supplier (both by the Supplier's employees and other third parties engaged by the Supplier) within the Task and constituting the intellectual property (copyright and related right items, including computer programs, Content Management Tool, databases, works of science, literature and art, etc.) ("**IP**"), exclusive rights to such IP shall be alienated to the Sanofi in full.
- If IP is a complex, compound work or derivative of the IP, Sanofi completely alienates the exclusive rights only to such a work (complex or compound). At the same time, rights to elements that are part of such IP remain with the Supplier, unless otherwise specified in PO.
- 10.2. Exclusive IP rights shall be alienated to the Sanofi upon signing the act of acceptance of the works performed/ services provided unless otherwise indicated in PO.

If the works/services are carried out by the Supplier on a stage-by-stage basis and act of acceptance is signed for each stage, the exclusive IP rights shall be alienated to the Sanofi upon signing the act of acceptance regarding the stage, when such IP was created, unless otherwise indicated in PO.

- 10.3. The remuneration of the Supplier for the full alienation of the IP exclusive rights shall be included in the cost of works/services under the PO, shall amount to 1% (including VAT) of this cost and shall be distributed in equal shares for each IP.
- 10.4. The Supplier hereby represents that (representations on the circumstances in accordance with Article 431.2 of the Civil Code of the Russian Federation):
- 10.4.1. Full alienation of the exclusive IP rights by the Supplier to the Sanofi, as well as the further use by the Sanofi of such IP (both in the Russian Federation and abroad) or disposal of the rights to such IP, in its sole discretion, does not violate in any way and will not violate any rights of third parties (including exclusive rights, rights of author, but not limited to the above);
- 10.4.2. If IP contains elements not owned by the Supplier, the Sanofi's further use of such IP elements does not in any way violate or will not violate the exclusive rights of the right holders to such elements, and the Supplier has properly settled relations with the right holders for the legitimate use of the elements (or disposal of them) by the Sanofi as a part of IP without any restrictions;
- 10.4.3. The Sanofi has the right to make public the unpublished IP, and also to use the IP anonymously (without specifying the names and pseudonyms of the authors, persons who participated in the creation of the IP, names of third parties involved in the creation of the IP, as well as the names and pseudonyms of persons whose works are an integral part of the IP), and to this end, the Supplier has duly settled relations with such persons;
- 10.4.4. The Sanofi has the right to modify, reduce and add the IP (including, but not limited to, right to delete slides or include additional slides), supply the IP with illustrations, prefaces, afterwards, comments or any explanations and accompanying inscriptions, put the logos of the Sanofi Group on them, adjust IP (including changing the format, the size of the IP, etc., modify IP in accordance with the requirements of local regulations, etc.), exclude any elements from such IP (including, but not limited to, text/photo images/videos/fonts/elements of software code and animation, etc.), and include additional elements in IP, additionally divide the website into separate parts (website pages) and remove/add information/materials from/to the website, and, to this end, the Supplier shall properly settle relations with the IP/IP elements authors;
- 10.4.5. The Supplier obtained, in the manner prescribed by law, all necessary and sufficient consent of individuals appearing in the IP to be used by the Sanofi (including consent to the use of the image or other elements of their personalization, including video clips (films), pictures, sound, images, etc.; agreement that such persons may be associated with patients suffering from a particular disease; permits related to the observance of ethical standards and consent to the processing by the Sanofi of personal data, if applicable, or reliable data of individuals are impersonal and it is impossible to identify the owner of personal data in the IP item; and so forth).
- 10.5. The Supplier shall be responsible for the remuneration of agencies and/or third parties (including IP authors) who participated in the implementation of works/services and the creation of IP, as well as for the payment of all relevant contributions, fees and other charges.
- 10.6. The Supplier shall not be entitled to use the developed IP for own needs.

- 10.7. The Supplier at the time of acceptance of works shall be obliged to transfer to Sanofi all technical information regarding the results of the works/services, if applicable. At the same time, the Supplier shall not be entitled to demand any additional remuneration from the Sanofi for the transfer of the objects listed in this paragraph to Sanofi.
- 10.8. In the event the Sanofi, with regard to the use of IP (or IP elements) receives any claims by third parties, including in connection with the violation of exclusive rights, copyrights of such persons, the rights to use the individualization element of their personality, etc., the Supplier shall be obliged at request of the Sanofi to compensate the Sanofi for costs of such claims, as well as losses incurred by the Sanofi due to such actions/claims of third parties, including reasonable attorney fees. At the same time, the Supplier shall also render all possible assistance to the Sanofi in order to protect the interests of the Sanofi and the rights of the Sanofi to such IP.
- 10.9. If for performance by the Supplier of works, services in accordance with PO Sanofi provides to Supplier any intellectual property results, Sanofi ensures that the use of the Supplier in order to perform works, services of such intellectual property results does not violate in any way and will not violate any rights of third parties (including exclusive rights, rights of author, but not limited to the above). At the same time, Sanofi retains all exclusive rights in respect of such intellectual property results, and the Supplier undertakes to use such intellectual property results solely for the purpose of performing works and services. After termination of PO or at request of Sanofi, the Supplier undertakes to return to Sanofi all intellectual property results transferred by Sanofi to the Supplier for the execution of works and services.
- 10.10. The provisions of the Article 10 shall remain valid regardless of the termination of the Task.

11. Other

- 11.1. All disputes between the Parties shall be settled in the Moscow Arbitration Court.
- 11.2. Applicable law is the Russian Federation Law.