

**BOEHRINGER INGELHEIM İLAÇ TICARET A.S.
TERMS & CONDITIONS**

1. DEFINITIONS

- 1.1. "**Authorized Signatory**" is an employee or representative of a Party who has authority by virtue of that Party's internal procedure to commit that Party to a legally binding contract.
- 1.2. "**Agreement**" shall have the meaning as set forth in Section 2.1
- 1.3. "**Background IP**" shall have the meaning as set forth in Section 16.1
- 1.4. "**BI**" shall mean Boehringer Ingelheim İlaç Ticaret A.S., having its business address at Eski Büyükdere Caddesi, Uso Center, Maslak, Istanbul, Turkey.
- 1.5. "**Confidential Information**" shall have the meaning as set forth in Section 15.2.
- 1.6. "**Foreground IP**" shall have the meaning as set forth in Section 16.2.
- 1.7. "**Healthcare Professional**" is defined as being any member of the medical, dental, pharmacy, and nursing professions and any other persons, including administrative staff, who in the course of their professional activities may administer, prescribe, purchase, recommend, or supply a medicine or regulated medical device.
- 1.8. "**Party**" shall mean each, BI and the Supplier (collectively the "**Parties**").
- 1.9. "**Purchase Order**" shall have the meaning as set forth in Section 2.1.
- 1.10. "**Service**" shall mean all the work, goods, services, materials, parts, components, plant, equipment, insurance, transport and all other things which the Supplier is required to provide in order to fulfil its obligations under the Agreement and Service shall be construed as any one or more of the above as appropriate.
- 1.11. "**Service Fee**" shall be the fee to be paid by BI for the Service.
- 1.12. "**Transfer of Value**" is defined as any direct or indirect transfer of value, whether in cash, in kind or otherwise, made, whether for promotional purposes or otherwise.
- 1.13. "**T&C**" shall mean these terms and conditions.

2. GENERAL

- 2.1. These T&C are applicable to agreements ("**Agreement**") between BI and the supplier ("**Supplier**") concluded by issuance of a purchase order issued by BI ("**Purchase Order**") related to a Service to be conducted by the Supplier. These T&Cs do not apply to agreements which have been entered into by BI by way of a customized agreement which specifically excludes the applicability of this T&C.
- 2.2. These T&Cs supersede any terms and conditions oral or written referred to, offered or relied on by the Supplier, whether in negotiation or at any other time in the dealing between BI and the Supplier, with reference to the Services. However, for any aspect particularly stipulated in a Purchase Order conflicting with this T&Cs the Purchase Order shall prevail.
- 2.3. Without prejudice to the matters above, BI will not be bound by any standard, oral, or printed terms or any other terms whatsoever provided by the Supplier in any of its documents or otherwise unless the Supplier specifically states in writing, separately and distinct from such terms that it intends such terms to apply and

an Authorized Signatory of BI confirms its acceptance in writing to the Supplier.

- 2.4. In cases where these T&Cs or an Agreement requires a notification to be given 'in writing', this shall mean by document signed by parties, or by letter, fax, electronic mail and by such other means as are agreed by the Parties.

3. SCOPE OF SERVICE

- 3.1. The scope of the Service commissioned by BI with the Supplier is described in the Purchase Order.
- 3.2. Any change in scope or the deliverables or Service Fee owed for the Service hereunder requires an amendment of the Purchase Order in writing. Such amendment will clearly delineate the required change and the associated implications to fees, timelines, and overall performance. Notwithstanding the foregoing, the Supplier will immediately inform BI with regard to expected changes regarding the rendering of the Services.
- 3.3. The Supplier will keep BI regularly updated on the progress of the conduct of the Services and any potential implication which might lead to a delay of the delivery of the agreed upon deliverables.
- 3.4. The timelines agreed upon and set out in the Purchase Order are fixed. BI retains the right to reject acceptance of the Services in case of the Supplier not delivering the Services within the agreed upon timelines. BI will not be liable for the Service Fee in respect of the rejected Services.

4. SPECIFICATION, DESCRIPTION AND SAMPLE

- 4.1. The Service shall be in conformity with the specifications, drawings, samples or any other description or descriptions of the Service agreed between the Parties in the Purchase Order or otherwise.
- 4.2. It shall be a condition of sale that the Supplier has the right to sell the goods or provide the Services, that the goods are free from any third party encumbrance, that BI shall enjoy quiet possession of the goods, that the Services do not infringe on the intellectual property of any third party and, without affecting the generality of the foregoing, that BI shall have the right to use the goods for any purpose of which the Supplier is, or should be reasonably aware without interference from any third party on the grounds of infringement of any rights.

5. PROVISIONS AND QUALITY OF SERVICE

- 5.1. To the extent that the Service comprises goods, they shall be of merchantable quality and free from defects in material or workmanship.
- 5.2. The Supplier will provide the Service to BI in accordance with all applicable laws, regulations, orders, governmental requirements and industry guidelines.
- 5.3. The Supplier warrants to BI that it has sufficient resources, staff, experience and expertise to provide the Service to the required standard and that it will take all proper and reasonable care and will be diligent in performing its obligations under this Agreement.
- 5.4. BI may at all reasonable times during manufacture, inspect on the Supplier's premises, the manufacture and workmanship of all goods to be supplied by the Supplier, and, if any item is being manufactured on other premises, the Supplier shall obtain for BI permission to inspect and shall give to BI reasonable notice of the dates on and the place which the goods will be ready for testing and shall, at the Supplier's own cost give BI all assistance (by supply of labour, materials and power or

- otherwise) as may be reasonably necessary to carry out the inspection and/or testing effectively. Such inspection or testing shall not relieve the Supplier from his obligations under the Agreement.
- 5.5. No change shall be made to the method of manufacture or ingredients used, compared with agreed material without giving prior written notice to BI, and without obtaining BI's prior written approval.
- 6. CHANGE OF PERSONNEL**
- 6.1. The Supplier is responsible for maintaining reasonable continuity in personnel providing the Service on its behalf, but reserves the right to make changes from time to time. Where substitution of personnel occurs:
- 6.1.1. no additional charge will be made for any handover period, and the Supplier remains responsible for Services performed by any individual on its behalf;
- 6.1.2. where the Supplier's charges are on a time and materials basis, it is the Supplier's responsibility to ensure that the relevant skills and experience of any replacement personnel remain commensurate with the fee rates charged;
- 6.1.3. the terms of the Agreement and in particular (but not limited to) the Service Fee and timetable of the project, will remain unchanged, unless otherwise agreed by the Parties in writing;
- 6.1.4. the Supplier shall ensure that any substitute personnel shall have the necessary qualifications and experience to fulfil the obligations pursuant to the Agreement; and
- 6.1.5. the Supplier acknowledges that BI has the right to refuse to accept the substitute personnel in the event of non-compliance with this clause.
- 6.2. In the event that the Supplier cannot provide either the original personnel or acceptable substitute personnel, BI is entitled to terminate the Agreement immediately by notice in writing to the Supplier.
- 7. DELIVERY**
- 7.1. As appropriate, the Service must be delivered carriage paid to such destination as BI may direct in the Purchase Order. Where applicable, delivery shall be subject to any special conditions or requirements agreed between the Parties.
- 7.2. BI may postpone delivery by informing the Supplier at any time before delivery.
- 8. TIME**
- The date of completion of the Service shall be agreed in writing between BI and the Supplier or where appropriate, specified in BI's Purchase Order. The Supplier shall furnish such programmes of manufacture, delivery and completion as BI may reasonably require and the Supplier shall give notice in writing to BI as soon as is practicable if such programmes are, or are likely to be, delayed.
- 9. SERVICE FEE**
- 9.1. The Service Fee shall be a fixed price unless otherwise agreed in writing as between the Parties.
- 9.2. The Service Fee shall not be increased by the Supplier (whether following an increase in the cost of labour or materials or otherwise) unless BI, at its absolute discretion, expressly agrees in writing in advance to such increase.
- 9.3. In addition to the Service Fee, the Supplier may charge BI for agreed expenses providing such expenses are:
- 9.3.1. reasonably and properly incurred by or on behalf of the Supplier;
- 9.3.2. invoiced by the Supplier at cost; and
- 9.3.3. the Supplier obtains BI's written approval before incurring any such costs or expenses. Invoices issued by the Supplier to BI covering reimbursement of expenses must be accompanied by relevant receipts.
- 9.4. Further to the provisions of Section 9.3.3, the Supplier agrees to provide and will procure that any third party agency it may work with provides, in the performance of its obligations under these terms, copies of all expenses and pass-through costs related to air travel, local transportation, hotel accommodation, meals, catering and any other travel or hospitality related costs or expenses. The Supplier shall maintain and shall procure that the third parties it works with so maintain all records in accordance with generally acceptable accounting practices.
- 9.5. The Supplier agrees that payment of pass-through costs and expenses submitted for payment without the required information and copies of pass-through costs may be withheld or delayed until the required information has been provided.
- 9.6. The Supplier agrees that for purposes of this Agreement, and its collaboration with BI, that BI will handle all contractual arrangements with Healthcare Professionals. To this end, neither the Supplier nor any of its third party contractors, will contract with any Healthcare Professional for any Transfer of Value without prior alignment with BI.
- 10. PAYMENT PROCEDURE**
- 10.1. Payment for the Service and agreed expenses shall be made in arrears against an agreed invoice submitted by the Supplier. Payment will be made by BI within ninety (90) days of the date of issue of such invoice.
- 10.2. All invoices must contain the following information:
- 10.2.1. the amount due, net of Value Added Tax (VAT) (if applicable);
- 10.2.2. the amount of VAT payable (if applicable);
- 10.2.3. the rate of VAT chargeable (if applicable);
- 10.2.4. any further information required to ensure the invoice is a valid VAT invoice (if applicable);
- 10.2.5. a valid purchase order number issued by BI;
- 10.2.6. itemized receipts and copies of pass through costs as set out in Section 9.4, and
- 10.2.7. the name of the Supplier's contact at BI.
- 10.3. BI will be entitled to return any invoice and withhold payment of the Service Fee and/or any other amounts charged by the Supplier to BI until an invoice complying with the requirements of this Section is presented to it.
- 10.4. All payments by BI will be made by electronic funds transfer to the account designated by Supplier on the invoice.
- 11. REJECTION**
- 11.1. If any of the Services do not comply with any term of this Agreement in the reasonable opinion of BI, including quantity, quality or description, or as appropriate with the Purchase Order, BI shall be entitled to (partially) reject those Services at any time after delivery or completion irrespective of whether BI has accepted them or made payment for them.
- 11.2. Any acceptance of such Service by BI shall be without prejudice to any rights that BI may have against the

- Supplier, including but not limited to those set out in Section 11.3.
- 11.3. In the event of rejection of Service under Section 11.1, BI may at its absolute discretion:
- 11.3.1. seek recovery of sums paid to the Supplier in respect of the rejected Service as a debt; or
- 11.3.2. seek alternative Service from the Service which alternative shall in all respects comply with Sections 4 and 5 hereof, or
- 11.3.3. replace the rejected Service with service carried out by another in accordance with the Agreement as near as practicable to the same specifications as circumstances shall permit.
- 11.3.4. Without prejudice to any other remedy which BI has against the Supplier, any defective parts, materials or workmanship which shall appear within a period of twelve months following acceptance of the Service shall be replaced or made good by the Supplier at his own expense within a reasonable time of written requirement of such by BI.
- 11.4. Nothing in Sections 11, 12 and 13 shall prejudice the right of BI to enforce any remedy at law which it may have against the Supplier for breach of the Agreement.
- 11.5. BI reserves the right to cancel the Service on account of late delivery.
- 12. NON-DELIVERY.** If the Supplier does not complete the Service or any part thereof within the time specified in BI's Purchase Order, BI shall be entitled to terminate the Agreement forthwith, complete the Service to the same or similar description to make good such default and recover from the Supplier the amount by which the cost of obtaining such replacement Service exceeds the price which would have been payable to the Supplier in respect of the Service so replaced without prejudice to any other remedy at law.
- 13. LIABILITY AND INDEMNITY**
- 13.1. To the fullest extent permissible by law, BI shall not be liable for loss of revenue, business contract, anticipated savings, profits, data or information, damage to property, or any indirect or consequential loss howsoever arising whether from negligence, breach of contract or otherwise.
- 13.2. Nothing in this Agreement shall limit or exclude the liability of BI for:
- 13.2.1. death or personal injury resulting from negligence; or
- 13.2.2. fraud or fraudulent misrepresentation; or
- 13.2.3. any matter which it would be illegal for BI to exclude or attempt to exclude its liability.
- 13.3. The Supplier shall indemnify BI against all liabilities, costs, expenses, damages and losses (including legal fees and expenses) incurred by BI arising out of or in connection with:
- 13.3.1. any claim made against BI for actual or alleged infringement of a third party's intellectual property rights or other rights arising out of, or in connection with, the supply or use of the Service; and
- 13.3.2. any claim made against BI by a third party arising out of, or in connection with, the supply of the Service, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this
- Agreement by the Supplier, its agents or subcontractors.
- 14. RECORD KEEPING | AUDIT.** As reasonably applicable, the Supplier shall maintain complete and accurate books and records regarding the Supplier's fees and costs, as necessary to allow the accurate calculation of consideration payments due hereunder which shall include invoices received from sub-contractors engaged in the course of rendering the Services. BI shall have the right to engage an independent accounting firm at BI's expense, which shall have the right to examine in confidence the relevant records as may be reasonably necessary to determine and/or verify the amount of payments due hereunder. Such examination shall be conducted during normal business hours, after at least thirty (30) days prior written notice and shall take place where such records are maintained. In the event there was an over-payment by BI hereunder, the Supplier shall promptly (but in no event later than thirty (30) days after receipt of the independent auditor's report) make payment to BI of any overpayment amounts.
- 15. CONFIDENTIALITY**
- 15.1. During the term of the Agreement and for a period of five (5) years thereafter and except to the extent permitted under this Article 15, the Supplier (i) shall keep confidential and shall not disclose to any third party, and shall not use for any purpose other than rendering the Service under the Agreement, any Confidential Information of BI and (ii) shall take all reasonable precautions to protect the Confidential Information of BI (including all precautions a Party employs for its own confidential information of a similar nature).
- 15.2. For the purpose of this Agreement "**Confidential Information**" means all information, data or know-how, whether technical or non-technical, that is disclosed, orally, electronically, visually or in writing, by BI or its affiliates to the Supplier or its affiliates provided, however, that Confidential Information shall not include any such information, data or know-how that:
- 15.2.1. is published or generally known to the public through no fault or omission on the part of the Supplier;
- 15.2.2. was known or used by the Supplier prior to its disclosure by BI to the Supplier, as evidenced by the Supplier's written records;
- 15.2.3. is disclosed (other than in connection with the Agreement) to the Supplier by a third party having no obligation under any agreement to keep such information confidential; or
- 15.2.4. is independently developed by the Supplier as demonstrated by its contemporaneous written records without the use of Confidential Information of BI.
- 15.3. The Supplier may disclose Confidential Information disclosed to it by BI or its affiliates to the extent such disclosure is required by applicable law.
- 15.4. If the Supplier is required by judicial or administrative process to disclose Confidential Information that is subject to the non-disclosure provisions of Section 15.1 of this Agreement, it shall promptly inform BI of the disclosure that is being sought in order to provide BI an opportunity to challenge or limit the disclosure obligations. Confidential Information that is disclosed by judicial or administrative process shall remain otherwise subject to the confidentiality and non-use provisions of Section 15.1, and the Supplier shall take all steps reasonably necessary, including obtaining an order of confidentiality, to ensure the continued confidential treatment of such Confidential Information.

16. INTELLECTUAL PROPERTY

- 16.1. All right to and interest in BI's Background IP (as defined below) shall remain vested solely with BI and no right or interest therein is transferred or granted to the Supplier under the Agreement or through the performance of activities except as set forth in the Agreement. "**Background IP**" when used in these T&Cs shall mean any intellectual property held or controlled by BI and provided to the Supplier for the use in the Services that was developed (i) prior to the Services or (ii) independently outside the scope of the Services.
- 16.2. Any other Foreground IP (as defined below) created in the course of conducting the Services and related to the Services shall be owned by BI. Where any third party (including but not limited to an assistant or contractor) is involved in the Services, the Supplier shall ensure that such third party assigns any intellectual property rights that he/she/it may have in the inventions to the Supplier in order to be able to give full effect to this Section 16.2. "**Foreground IP**" when used in these T&Cs shall mean any intellectual property developed in the course of the Services.

17. COMPLIANCE WITH LAWS

- 17.1. The Supplier will perform its obligations under the Agreement with high ethical and moral business and personal integrity standards.
- 17.2. The Supplier will comply with all applicable laws, regulations and guidelines, including applicable to the Services according to applicable law.
- 17.3. The Supplier will comply with commonly accepted fundamental principles of corporate responsibility and integrity, human rights, working standards as laid down in BI's Supplier 'Code of Conduct' which could be found under https://www.boehringer-ingelheim.com/sites/default/files/Documents/Supplier_Code_of_Conduct.pdf

18. ANTI-BRIBERY AND ANTI-CORRUPTION

- 18.1. The Supplier represents and warrants that it, its owners, directors, officers, employees, sub-contractors and agents will act in full compliance with any applicable anti-corruption laws and regulations, industry and professional codes of and will not offer, promise, pay or arrange for payment or giving of a bribe or any benefit, advantage or anything of value to any public official, individual, entity or any other third party in exchange for an improper advantage in any form either directly or indirectly.
- 18.2. Any violation of this Section by the Supplier constitutes a material breach of the Agreement and will allow BI to terminate the Agreement with immediate effect.
- 18.3. The Supplier shall report any indication of past, actual or potential violations of this Section immediately to BI. If the Supplier is in doubt whether a certain act violates its obligations under this Section, the Supplier shall contact BI and shall await the decision before taking the action.
- 18.4. The Supplier shall indemnify and hold BI harmless for any loss or damage resulting of a breach by the Supplier, its directors, officers, employees, sub-contractors and agents of this Section by the Supplier or of any applicable laws and regulations.

19. DATA PRIVACY

- 19.1. The Parties will use personal data in accordance with applicable laws such as the Law on Protection of Personal Data numbered 6698 and published in the Official Gazette dated 07.04.2016 and numbered 29677.
- 19.2. The Parties represent and warrant that in the event that either Party provides personal data to the other Party,

including, without limitation, any individually identifiable health information, the Party providing the personal data represents and warrants that it has obtained all necessary consents, approvals and authorisations to provide the personal data to the receiving Party, and it is not violating any laws, rules or regulations, or the rights of any individual or entity, by providing such personal data. Upon request by the receiving Party, the providing Party shall provide documentation of any applicable consents, approvals and authorizations.

- 19.3. No personal data, other than the personal data necessary for the Supplier to carry out the Service here-under, shall be provided by the Supplier to BI under this Agreement.

20. DATA INTEGRITY

Any documentation or data relevant to activities performed, must be attributable, original, accurate, legible, complete, controlled, retrievable, and safe from intentional or unintentional manipulation, loss or unauthorised access. This applies to all documents or data under this Agreement, including without limitation those activities or services performed under current GCP, GMP, GDP and other applicable good practice standards. These items are required throughout the retention period of such data / documentation, and the Supplier warrants that it will maintain such protection throughout this period.

21. TERMINATION

- 21.1. BI may terminate the Agreement at any time on giving thirty (30) days written notice to the Supplier.
- 21.2. If the Supplier ceases to conduct business in the normal course, becomes insolvent, makes a general assignment for the benefit of its creditors, suffers or permits the appointment of a receiver for its business or assets or becomes subject to any proceedings in insolvency or for the protection of the rights of its creditors BI may terminate the Agreement with immediate effect and shall be entitled to the immediate return of any monies advanced as partial payment. Such monies shall be returned to BI unencumbered and without any charge or other lien attaching to it.
- 21.3. Should the Supplier cease to conduct business in the normal course and/or in any of the circumstances as set out in Section 21.2 the ownership and copyright and any other proprietary rights including but not limited to of any computer program(s) and the relevant source code and any other ancillary code pertinent to the usual use of the program(s) and any other propriety right associated with the program(s) in which BI has an interest arising out of the Agreement shall vest absolutely in BI forthwith. The Supplier undertakes to execute all necessary documents to give effect to the intention of this sub-clause.

22. CONSEQUENCES OF TERMINATION

- 22.1. Termination of the Agreement does not affect the accrued rights and liabilities of the Parties or the enforceability of clauses of the Agreement that remain in force after its termination by their nature.
- 22.2. Any licences that the Supplier has under the Agreement to use any intellectual property rights belonging to BI or any of its group companies will immediately end when the Agreement is terminated and this shall include the Supplier's right to supply any products that use or are marked with that intellectual property.
- 22.3. Following the termination of the Agreement the Supplier must immediately return to BI or destroy at BIs request:
- 22.3.1. all the property in its possession or under its control that belongs to BI and its group

- companies; and;
- 22.3.2. all copies of any materials and records of any kind that are in its possession or under its control (and in any medium) that contain any part of BI's confidential information except that the Supplier may retain a copy of any confidential information that it reasonably requires for its accounting purposes or to comply with any applicable laws.
- 22.4. On termination of the Agreement for any reason BI shall owe to the Supplier no further obligation other than to pay for such Service as have been properly completed or provided in accordance herewith. Partial payment for incomplete Service shall be at the absolute discretion of BI.
- 23. GOVERNING LAW**
- 23.1. This Agreement shall be exclusively governed by the laws of Turkey.
- 23.2. All disputes arising out of or in connection with the present contract shall be finally settled by Istanbul Central (Çağlayan) Courts and Execution Offices in Turkey.
- 24. PUBLICITY**
- The Supplier agrees not to use or reference in any advertising, press release, interview, presentation to prospective clients, article, promotional material, or other communication, BI's company or representative name, endorsement, direct or indirect quote, code, drawing, logo, trademark, specification, picture, or deliverables arising out of the Service without the prior written consent of BI, which consent may be withheld at its absolute discretion.
- 25. MISCELLANEOUS**
- 25.1. BI may perform its obligations hereunder personally or through one or more affiliates, however, it shall in all cases be responsible for the performance of its affiliates.
- 25.2. The Supplier shall not subcontract any of its obligations under the Agreement to an affiliate or to third parties if not expressly agreed in writing by BI. Upon subcontracting of a third party agreed to by BI, Supplier shall in relation to BI be responsible for the acts and omissions of any subcontractors used to fulfill Supplier's obligations hereunder, as if such acts and omissions were its own
- 25.3. The Agreement may not be assigned or otherwise transferred, nor may any right or obligation under the Agreement be assigned or transferred, by either Party without the consent of the other Party; provided, that BI may, without such consent, assign the Agreement and its rights and obligations hereunder to (i) an affiliate or (ii) a successor in interest (whether by merger, acquisition, asset purchase or otherwise) to all or a substantial portion of the business to which the Agreement relates. If applicable law should require the Supplier's consent to such a transfer, such consent shall be deemed given. Any attempted assignment not in accordance with this Section 25.3 shall be void. Any permitted assignee shall assume all assigned obligations of its assignor under the Agreement.
- 25.4. Except for the payment of money, neither party shall be liable or deemed in default for failure to perform any duty or obligation that such party may have under the Agreement where such failure has been occasioned by any act of God, fire, inevitable accidents, war, or any other cause outside the reasonable control of that party, and occurring without its fault or negligence. The party whose performance has so been interrupted shall give the other party notice of the interruption and cause thereof, and shall use every reasonable means to resume full performance of the Agreement as soon as possible.
- 25.5. It is expressly agreed that the Supplier and BI shall be independent contractors and that the relationship between the Parties shall not constitute a partnership, joint venture or agency. Neither the Supplier nor BI shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other Party, without the prior written consent of the other Party.
- 25.6. Each Party or where applicable, its subcontractors, shall at all times be and remain the sole employer of persons assigned to the performance of work by such Party hereunder and shall assume any and all obligations, responsibilities and risks to such employment and the possible termination thereof.
