

GENERAL TERMS AND CONDITIONS OF PURCHASE ORDERS

1. DEFINITIONS

- Conflict of Interest: has the meaning given in section 13.2 of these General Terms and Conditions.
- Personal Data: has the meaning given in section 13.1 of these General Terms and Conditions.
- Fortuitous Event or Force Majeure: has the meaning given in section 8 of these General Terms and Conditions.
- Controller: has the meaning given in section 13.1 of these General Terms and Conditions.
- Applicable Data Protection Legislation: has the meaning given in section 13.1 of these General Terms and Conditions.
- Conflict Minerals: has the meaning given in section 13.2 of these General Terms and Conditions.
- Purchase Order: contractual document by which SANOFI and the SUPPLIER agree on the conditions of sale of a Product and/or Equipment and/or the provision of a Service
- Processor: has the meaning given in section 13.1 of these General Terms and Conditions.
- Processing: has the meaning given in section 13.1 of these General Terms and Conditions.
- SUPPLIER: means the supplier identified in the Purchase Order which will execute the services and/or supply the goods, as contracted by SANOFI.
- SANOFI: means the legal entity of Sanofi identified in the Purchase Order, entity duly constituted in accordance with the laws of its country, identified with the Tax ID set forth in the respective country.
- Tax ID: Shall mean the type and number of tax identification number (NIT), unique taxpayer registry (RUC) or its equivalent according to the country of domicile of the respective party.
- General Terms and Conditions: means this document, which is an integral part of the Purchase Order to which it is accompanied.

2. OBJECT

2.1. These General Terms and Conditions apply to all purchase orders issued by SANOFI, in order to be sold any type of goods, products or equipment or to be provided with any type of services. These terms may or may not be included in the Purchase Orders, but it will be enough for the supplier identified in the respective Purchase Order (the "SUPPLIER") to be informed of them once, so that it is understood that they know them and will apply them in each Purchase Order that SANOFI issues to them.

2.2. The fact that the SUPPLIER accepts the Purchase Order by any means or initiates the provision established in the Purchase Order (whether the manufacture or delivery of a PRODUCT or EQUIPMENT or the provision of a SERVICE), implies (i) the unrestricted and unconditional acceptance by the SUPPLIER of these General Terms and Conditions; (ii) that any document of the SUPPLIER that regulates the provision established in the Purchase Order is null and void.

2.3. In cases when SANOFI and the SUPPLIER have signed a contract that regulates the provision established in the Purchase Order, the General Terms and Conditions of said contract will prevail over these General Terms and Conditions, but the provisions, guidelines and commercial uses contemplated in these General Terms and Conditions will apply in a supplementary manner in everything not regulated by said contract.

3. TERM

The SUPPLIER undertakes to strictly comply with the delivery times of the PRODUCT(S) / EQUIPMENT(S) / SERVICE(S) established in the Purchase Order, which are non-extendable, except for the occurrence of events constituting force majeure or acts of God, in accordance with the provisions of the applicable civil legislation and Section 8 of these General Terms and Conditions. In any case, the SUPPLIER has the obligation to give immediate written notice to SANOFI of any delay in delivery as soon as it notices the

existence of any circumstance that may affect the timely fulfillment of the latter and such notice will not affect SANOFI'S right to (i) suspend any payment while the delay persists or (ii) cancel this Purchase Order for breach of the terms of the Purchase Order. The implementation of any of the two alternatives indicated above will not generate any type of responsibility, penalty or compensation borne by SANOFI.

4. TERMINATION

4.1. In addition to the grounds provided by law, the Purchase Order may be terminated for the following reasons:

(A) By mutual agreement;

(B) By expiration of the term of duration;

(C) By the involvement of the Parties in any judicial or administrative proceedings related to money laundering and terrorist financing in which case the contract will automatically terminate;

4.2. SANOFI reserves the right to terminate totally or partially, without liability, fine, penalty and / or compensation of any nature, by means of the resolution of full right, without the need for a judicial declaration, the Purchase Order, in accordance with current civil regulations, in the following events:

(A) In the event of total or partial breach by the SUPPLIER of any of the terms and/or conditions stipulated in the Purchase Order or in another agreement signed by the parties, for example, and without limitation, the obligations regarding confidentiality, protection of personal data, security, social regulations, ethics and integrity, HSE/environmental, pharmacovigilance. The delay, without the need for a judicial declaration, in the fulfillment of any of the obligations of the SUPPLIER, is grounds for termination regardless of the duration of the same;

(B) In the event that SANOFI considers that the SUPPLIER its directors, agents, employees, collaborators, partners and in general any person in its charge have acted in contravention of good faith, ethical principles, anti-corruption rules or any other illegal practice in accordance with the provisions of the Purchase Order, in accordance with the provisions of Section 13.2 of these General Terms and Conditions.

(C) SANOFI may terminate the relationship arising from the acceptance of a Purchase Order at any time, in advance and at its discretion, without being considered a breach of the Purchase Order, provided that it notifies the SUPPLIER in writing at least thirty (30) calendar days before the expected date of termination, in which case the Parties shall only be obliged to comply with those obligations that had arisen before the effective termination date.

(D) When in the opinion of SANOFI it is evident that there is a conflict of interest on the part of the SUPPLIER in the terms provided for in these General Terms and Conditions;

(E) For the connection of the SUPPLIER in any judicial or administrative process related to money laundering and financing of terrorism or for acts contrary to the rules of Free Competition or Unfair Competition, Antitrust Law; bankruptcy proceedings, if applicable, when the applicable legislation so permits.

4.3. When there is a result of the termination of the Purchase Order for the aforementioned reasons, the SUPPLIER must return, within a period not exceeding twenty-four (24) hours from the receipt of the respective notification of cancellation, the sums paid in advance by SANOFI.

5. FINANCIAL CONDITIONS

5.1. PRICE: The prices and conditions stipulated in this Purchase Order are fixed and unalterable. With the acceptance of the Purchase Order the SUPPLIER waives any right to request adjustments to such prices and conditions.

5.2. INVOICING:

(A) The SUPPLIER must, when applicable, expressly attend to everything related to tax legislation and must be exclusively responsible for any tax, or rate at its expense, being obliged to issue its invoices, duly identifying the values of labor and materials, making it possible for SANOFI to make the withholdings at source provided for in the law;

(B) An invoice must be issued for each Purchase Order. The invoice value must match the value of the Purchase Order.

(C) The SUPPLIER shall invoice in the name of SANOFI in accordance with the vendors billing and payment policies and/or instructions issued by SANOFI:

(D) The SUPPLIER must list on the invoice the number of this Purchase Order, the code of the material, and the code of the SUPPLIER.

(E) The SUPPLIER's Tax ID included in this Purchase Order must correspond to the Tax ID that appears on the invoice.

(F) For the filing of the invoice, a copy of the referral signed by the distribution center, if applicable, must be attached.

(G) Invoices must be submitted in accordance with the policies and instructions issued by SANOFI, taking into account the billing closing schedule that is delivered by SANOFI on an annual basis.

(H) Electronic invoices must be sent to emails defined by SANOFI. The email sent must contain the graphic representation of the invoice, the HTLM (when applicable) and must comply with the requirements set forth in the tax documentation or determined by the corresponding tax authorities. Additionally, at the time of shipment, the closing schedule of filing sent by SANOFI each year must be taken into account.

(I) Failure to comply with the above specifications may result in not giving the respective course to the invoices, especially with respect to the corresponding payments.

5.3. TERM AND CONDITIONS FOR THE PAYMENT OF INVOICES:

(A) The term for the payment of the corresponding invoice by SANOFI will be the one negotiated and that is related in this Purchase Order, counted from the filing of the invoice with the full legal requirements, complying with the tax and commercial legislation that is applicable.

(B) SANOFI and its affiliated companies make payment to suppliers based on the payment schedule shared by SANOFI each year.

6. RESPONSIBILITY

6.1. Any falsehood, inaccuracy and / or errors found in the information provided by the SUPPLIER, which causes actions and / or judicial, extrajudicial or administrative actions against SANOFI, will be the sole responsibility of the SUPPLIER, who is obliged to pay in favor of SANOFI for any sum that is eventually charged as a result of these occurrences, within forty-eight (48) hours from the communication of SANOFI in that sense.

6.2. SANOFI will not be liable for the errors and faults of the SUPPLIER or its dependents, employees, subcontractors as a result of acts related to the fulfillment or non-compliance with the Purchase Order, or for defects of the PRODUCTS EQUIPMENT or SERVICES, which will be the sole responsibility of the SUPPLIER that cause SANOFI, its dependents, affiliates, personnel, representatives, clients or third parties any type of damage, injury or loss. The SUPPLIER undertakes to hold harmless SANOFI, its dependents, employees, collaborators, directors, affiliates, related, subsidiaries, shareholders, successors for claims, actions or demands of third parties, and the SUPPLIER must assume any expenses that SANOFI has to incur for the non-observance of the provisions of this paragraph.

6.3. The SUPPLIER shall be liable for any total or partial breach of any of the obligations, terms and/or conditions stipulated in the Purchase Order and its General Terms and Conditions, or in any other agreement entered into by the parties, for example, but not limited to, the obligations regarding confidentiality, protection of personal data, safety, HSE/environmental, pharmacovigilance, among others.

6.4. LIABILITY of SANOFI - Except in events of intent or gross negligence, SANOFI's liability under the Purchase Order shall not exceed one hundred percent (100%) of the value thereof.

7. INSURANCE

7.1. The SUPPLIER is obliged to constitute at its sole cost and in favor of SANOFI insurance policies as specified in the Purchase Order.

7.2. Such policies must be constituted with an insurance company that has the power to do so and is acceptable to SANOFI and be approved by SANOFI prior to any disbursement of money by it. Policies must remain in effect for the entire term of execution of this Purchase Order and the additional time specified therein. The SUPPLIER must notify SANOFI of any change, termination, suspension of the insurance policy.

8. FORCE MAJEURE

8.1. For the purposes of this Purchase Order, an Act of God or Force Majeure shall be understood as any unforeseen circumstance that exceeds the diligence and care of the Parties, that occurs without the fault or negligence of the person who intends to allege it and that forces to suspend or delay the fulfillment of the obligations arising from this Purchase Order. It is understood by cause of Force Majeure or Fortuitous Event, in execution of the present, any extraordinary act or event, unpredictable, irresistible and alien and independent of the will of the Parties, or that, being foreseeable, is inevitable. For the purposes of this Purchase Order, the following shall constitute cases of Fortuitous Event or Force Majeure, among others:

8.1.1. Acts of nature such as floods, lightning, hurricane-force winds, earthquakes, hail, storms, cyclones or tornadoes;

8.1.2. Any act of war, terrorism, invasion, war, blockades, embargoes, insurrection, revolts, explosions, armed conflict, or act of foreign enemy, popular tumult, violent demonstration or road blockade;

8.1.3. Strikes or work stoppages declared illegal by the Ministry of Labour or the competent authority according to the applicable legislation;

8.1.4. Malicious acts of third parties beyond the control of the Parties;

8.1.5. Fire that prevents the provision of the Services.

8.1.6. When by any act, fact or omission, order of any national, local or foreign authority, restriction on mobility or locomotion, restriction on the development of certain personal, professional, civil or commercial

activities in certain places or at certain times, or any other condition that affects or may affect, limit or prevent directly or indirectly, the execution of this Purchase Order.

8.2. The Parties shall be excused from the fulfillment of their respective obligations in accordance with this Purchase Order, and shall not be liable for damages or for the payment of penalties, as long as they are unable to comply or are prevented from complying, due to an event of Fortuitous Event or Force Majeure, provided that: a) it notifies its counterpart immediately, describing the details of the event; b) the suspension of compliance does not have a greater scope or duration than strictly necessary, in accordance with the event of act of God or Force Majeure; c) uses its best efforts to mitigate or correct its inability to comply; (b) resume compliance as soon as possible. In the event of an Act of God or Force Majeure, each party will be responsible for covering its own expenses incurred as a result of the occurrence of the corresponding cause.

8.3. If the situation of Act of God or Force Majeure is prolonged for a period of time greater than 30 days from the notification of the event of Force Majeure or Act of God, the Purchase Order may be terminated early at the request of the Party that has not been affected by the event of Fortuitous Event or Force Majeure.

9. AUDIT

9.1. The Parties agree that SANOFI during the term of the Purchase Order and four (4) months after the termination of the Purchase Order may carry out periodic audits directly or through a third party by notifying the SUPPLIER and its permitted subcontractors in advance with a reasonable notice of not less than five (5) calendar days.

9.2. The purpose of the audit, which may be physical/on-site or documentary, will be to exclusively verify compliance with (i) obligations related to the fight against corruption, money laundering and terrorist financing, as well as, (ii) the SUPPLIER's labor obligations with its personnel and (iii) compliance with obligations related to the Purchase Order and the Law, which may include access to accounting, financial and technical information related to the fulfillment of the Purchase Order, obliging in good faith the SUPPLIER to cooperate and guarantee access to all the information required for the audit.

9.3. The SUPPLIER, at its sole cost, will adopt within the following fifteen (15) calendar days the necessary measures to implement, the corrective or preventive actions or the recommendations of SANOFI identified during the audit.

9.4. Any failure to overcome a breach or finding identified in an audit within the term established to implement the corrective action will be considered a breach of contractual obligations leading to the termination of the Purchase Order for non-compliance.

9.5. The costs of the audit shall be borne by SANOFI unless the audit proves that there was a breach on the part of the SUPPLIER, in which case the SUPPLIER shall reimburse SANOFI for all the costs incurred by SANOFI on the occasion of such audit.

9.6. The results of the audit shall be considered as confidential information for both Parties. Without prejudice to this, SANOFI will be entitled to share the results of the audit with any State entity, in the event that any applicable law so establishes, without implying the payment of any penalty, compensation or liability by SANOFI. The signing of a confidentiality agreement between the third party auditor and the SUPPLIER will not be acceptable.

9.7. The SUPPLIER undertakes to cooperate in good faith to ensure access to all information that is required in the conduct of the audit or audits that may take place (including access to systems, documents and information provided by individuals).

9.8. Any request for audit, inspection or investigation made to the SUPPLIER by a regulatory or health authority, which is related to the development of the Purchase Order must be notified within (3) three business days to SANOFI.

10. CONFIDENTIALITY

10.1. The SUPPLIER is obliged to keep secret and for an additional term of ten (10) years from the termination of the corresponding Purchase Order, all verbal, written or stored information electronically or otherwise, that has come to its knowledge by reason of the Purchase Order, in its entirety, as well as other related information and those transmitted by SANOFI that are related to it (hereinafter, the "Confidential Information").

10.2. The SUPPLIER will use the Confidential Information only for what is strictly necessary, for the sole purpose of complying with the provisions of the Purchase Order and/or the contract signed by the Parties, and shall refrain from disclosing and/or using, partially or totally, the confidential information for purposes other than the Purchase Order, that includes but is not limited to, commercial purposes, or third party's purposes.

10.3. The confidentiality obligations will be extended to representatives, shareholders, employees, collaborators, commercial counterparties and other personnel who provide services to the PROVIDER, for which the PROVIDER will inform and adopt the pertinent measures and controls. The SUPPLIER will be responsible for any damage, harm or loss generated by any of the actors referred to in this paragraph.

10.4. The obligation of the SUPPLIER to preserve the confidentiality of the information shall be in force for the term of the Purchase Order and for a period of ten (10) years after the termination of the relationship between the parties. For this purpose, the SUPPLIER will fully comply with the confidentiality agreement signed with SANOFI at the time of its registration as a SUPPLIER of the company, in case an additional confidentiality agreement has been signed.

10.5. All materials and / or documents that have been made available to the SUPPLIER in development of the Purchase Order for the purpose of making the purchase or obtaining the services, must be returned to SANOFI, immediately after use.

10.6. As an exception to Confidential Information, it is stated that information that is publicly known, nor that which is publicly known by unrelated third parties, nor the information that has been obtained in its own right by SANOFI, will not be considered confidential. The obligation of confidentiality will also not be enforceable when, in accordance with the legal provisions in force, it is required by any judicial, arbitral or administrative authority that has legitimate competence to do so.

11. INTELLECTUAL PROPERTY

The Parties acknowledge that they are the owners, respectively, of the existing intellectual property rights prior to the execution of the Purchase Order. The PROVIDER declares to be the legitimate owner of all intellectual property rights applicable to the Services it provides to SANOFI. If the SUPPLIER uses material devices, machines, equipment, software, know-how, business secrets, formulas, databases, works protected by copyright, and / or formulas, techniques and procedures, whether these are patented or patentable or not, or in general protected under any kind of intellectual property, which are not in the public domain, guarantees to have obtained, or undertakes to obtain, the corresponding license from its legitimate owners, being the PROVIDER in any case solely responsible for all the damages that may arise from such use. The SUPPLIER must hold SANOFI harmless from any claim, for which it undertakes to assume all defense expenses, attorneys' fees, sanctions and convictions.

The Parties acknowledge that all rights, titles and interests in and to studies, analysis, reports, documents, applications, databases, software, hardware, trademarks, ensings, trade names, industrial designs and designs, patents, know-how, industrial secrets, inventions, discoveries and other creations susceptible to protection by intellectual property that arise under, as a consequence of or in connection with the execution of this Purchase Order, shall be the exclusive property of SANOFI. Therefore, all intellectual property rights in and over such creations produced under this Purchase Order will remain at the head of SANOFI, without prejudice to the moral rights that may arise.

By virtue of the foregoing and in accordance with applicable law, the SUPPLIER declares that it accepts that the assignment dealt with in this Purchase Order includes any and all economic rights of author and copyright in works created under this Purchase Order, including but not limited to (i) their use through any means or medium, known or to be known; (ii) their reproduction, multiplication and storage, physical and digital; (iii) its fixation and inclusion in any type of material support, known or to be known; (iv) its communication (as defined below) public through its execution, performance, exhibition; its broadcasting, transmission and retransmission, including satellite communication and cable distribution; their dissemination through the use of reproduction equipment and similar apparatus; and its public use through any means of communication or reproduction, known or to be known; (v) its transformation, adaptation, editing, improvement, parameterization, updating, arrangement or any other modification, and (vi) its distribution, import, rental and lease, among others, for a term equal to the duration of the respective economic rights, according to the applicable laws, and with scope of all the countries of the world.

The PROVIDER accepts that SANOFI may freely and indefinitely dispose of each and every one of the economic rights of author established by the applicable legislation and in Decision 351 of 1993 of the Andean Community (if applicable) and any that comes to add or modify them, having as the only limit the moral rights that the law recognizes to the authors of works protected by copyright. In this way, the SUPPLIER declares that it understands, accepts and acknowledges that SANOFI is entitled, indefinitely and without any geographical or time limitation, to carry out on the works created under this Purchase Order, if it has it, any modification, adjustment, improvement, parameterization, adaptation and, in general, any transformation that corresponds to the normal exploitation of such works and the rights that are acquired through the Purchase Order.

Communications means publications, press announcements, press conferences, public announcements, promotional materials, commercial proposals, statements and the similars, the Parties undertake not to make Communications related to this Purchase Order, or to the other Party (including, but not limited to its corporate name, its acronyms, its logos) unless there is prior written consent of the other Party. Therefore, such information may only be communicated internally or when there is a legal requirement to publish or disclose such information in the terms of the confidentiality clause above.

12. SPECIAL RULES IN RELATION TO THE PURCHASE ORDER

12.1. FORMALIZATION OF THE PURCHASE ORDER – ACCEPTANCE OF THE PURCHASE ORDER – CHANGES TO THE PURCHASE ORDER

12.1.1. With the acceptance of the Purchase Order by the SUPPLIER, either expressly with the handwritten, digital or electronic signature of the legal representative of the SUPPLIER or of any official with sufficient powers of the SUPPLIER who habitually manages the commercial relationship with SANOFI, or by the beginning of the provision established in the Purchase Order, the Purchase Order will be formalized, and consequently the SUPPLIER undertakes to supply the PRODUCT(S), EQUIPMENT(S) and/or SERVICE(S) object of this Purchase Order.

12.1.2. The SUPPLIER will deliver the PRODUCT(S) / EQUIPMENT (S) / SERVICE(S) in accordance with the specifications, quantities, positions, dates and places set out in the Purchase Order. The SUPPLIER shall include together with the PRODUCT(S) / EQUIPMENT(S) / SERVICE(S), when necessary, the

respective certificates of analysis, guarantees, manuals, as well as other relevant documents, unless otherwise agreed by an agreement signed by the parties separately.

12.1.3. CHANGES

Any changes to the Purchase Order, in aspects such as applicable quantities or amounts, must be authorized in writing by SANOFI. In the event that adjustments are required by SANOFI in the Purchase Order, which do not accept an adjustment to the same Purchase Order, it will proceed with the cancellation of the same and with the issuance of a new Purchase Order.

12.2. EXECUTION OF THE PURCHASE ORDER

12.2.1. In the execution of Purchase Order the SUPPLIER will fully comply with all current regulations applicable to PRODUCT(S) / EQUIPMENT (S) / SERVICE(S), professional standards and good industrial practices. The SUPPLIER undertakes in a personal capacity and with jointly and severality liability with its allowed subcontractors to have the required legal capacity, technical skills and financial capacity, equipment and personnel trained for the fulfillment of the Purchase Order.

Any interruption or suspension in the Purchase Order may have critical consequences for SANOFI, and for the continuity of its business. As a consequence, the SUPPLIER undertakes to continue at all times the development of the Purchase Order by all possible means, including the maintenance of an ongoing business plan and disaster recovery, if necessary.

12.2.2. The SUPPLIER will exercise timely and efficient technical and administrative surveillance for the delivery of the PRODUCTS / EQUIPMENT and / or the provision of the SERVICES in order to achieve the correct execution of the Purchase Order.

12.2.3. The SUPPLIER shall provide SANOFI with all the documents that SANOFI requests related to the execution of the Purchase Order within the period set out in the respective order, including, but not limited to, the proof of the payment of taxes inherent in the object of this Purchase Order, as well as the proof of payment of the integral social security of its employees that are related to the execution of the Purchase Order.

12.2.4. The SUPPLIER undertakes to attend to all requests, complaints or claims made by SANOFI about the PRODUCT(S) / EQUIPMENT (S) / SERVICE (S) it supplies. Such request, complaint or claim must be addressed within twenty-four (24) hours of being sent by SANOFI. If there are personnel of the SUPPLIER in the SANOFI'S facilities, the response must be immediate or maximum within six (6) hours after sending the request.

12.2.5. Relationship of the Parties: The relationship of the Parties is of a commercial nature, therefore, under no circumstances will the issuance of this Purchase Order generate an employment relationship between SANOFI and the SUPPLIER or the employed, contracted or subcontracted personnel that it designates for the execution of the object of the same by the SUPPLIER.

The SUPPLIER will act on its own account, with absolute technical, financial and administrative autonomy and will not be subject to subordination or labor direction by SANOFI, nor may it represent it, nor act as its agent, nor representative.

The SUPPLIER will be solely responsible for the fulfillment of all labor obligations with respect to its personnel and the fulfillment of each and every one of the obligations that according to the labor law must be fulfilled. Therefore, the SUPPLIER undertakes to hold SANOFI harmless in the event of any type of claim, demand or complaint by a worker of the SUPPLIER or any of its contractors.

In this sense, the SUPPLIER is obliged to immediately reimburse SANOFI for the sums of money that it has been obliged to pay as a result of such claims, demands or complaints, whether they are labor, various legal actions and administrative processes of any nature, including those related to work accidents, and all the values paid based on the CPI must be duly indexed, from the date of payment made by SANOFI until the date of reimbursement by the SUPPLIER.

12.2.6. Non-exclusivity. The contracting by SANOFI of the PRODUCTS and / or SERVICES does not imply exclusivity in favor of the SUPPLIER and therefore the SUPPLIER expressly understands and accepts that SANOFI may enter into contracts that have a similar or equal purpose to that of this Purchase Order with other natural or legal persons.

12.2.7. The SUPPLIER undertakes to receive and dictate to its employees all the training that SANOFI deems necessary for the correct execution of the Purchase Order.

12.3. ACCEPTANCE OF GOODS AND/OR SERVICES

In the case of the purchase of PRODUCTS / EQUIPMENT or the provision of SERVICES, its acceptance will occur with the delivery of the PRODUCTS / EQUIPMENT, and / or through the provision of the SERVICES to the satisfaction of SANOFI. Additionally, for the acceptance of the PRODUCTS/EQUIPMENT or SERVICES it will be necessary to deliver the corresponding invoice by the SUPPLIER, in accordance with the conditions established in Section 5 of these General Terms and Conditions. The foregoing, unless SANOFI detects that certain products suffer from certain non-corroborable defects at the time of delivery, in which case it will be entitled to request the sanitation of the same, or to terminate the Purchase Order, having the right to the restitution of what was paid without prejudice to its right of action for any damage, harm or loss that may have been caused.

The omission or delay by SANOFI in enforcing any of the obligations indicated in the Purchase Order, or in the contract signed between the parties, will not be considered as a waiver of that provision or the right to execute or enforce it in the future.

12.4. PENALTIES

12.4.1. If there is a delay in the delivery of the PRODUCTS and/or SERVICES by the SUPPLIER or any breach of any of the SUPPLIER's obligations, SANOFI may impose on the SUPPLIER a penalty equivalent to zero point five percent (0.5%) of the value of the Purchase Order before VAT/IGV , for each day of delay in delivery and up to a maximum of eight (8) calendar days. Once this term has expired, if the breach persists, SANOFI may terminate the contractual relationship derived from the execution of this Purchase Order or the contract on the basis of which the Purchase Order is issued.

12.4.2. The SUPPLIER authorizes SANOFI so that the value of the penalties referred to in this clause is deducted from the outstanding balances in its favor. If there is no such thing, it may be charged by executive means (execution)," for which this Purchase Order together with the communication of imposition of the penalty will provide merit of an enforceable title or evidentiary means for a process of obligation to give a sum of money. The imposition of penalties by SANOFI will be notified in writing to the SUPPLIER, in which the facts that determined their imposition will be indicated.

12.4.3. The penalties provided herein are without prejudice to SANOFI'S right to pursue compensation for all damages suffered by the breach.

12.5. INFORMATION SECURITY AND QUALITY MEASURES

The SUPPLIER must comply with and will ensure that each member of the SUPPLIER's staff and its permitted subcontractors comply with the minimum information security requirements and current quality measures established in <https://suppliers.sanofi.com/en/standards-and-procedures>, which may be modified by SANOFI from time to time.

These terms are incorporated by reference and the Parties expressly agree to comply with them. Furthermore, the SUPPLIER undertakes to comply the following obligations regarding quality.

a) The PROVIDER declares and guarantees that it will implement all the knowledge, experience, skills, care and diligence to perform the Services, in accordance with the professional rules mentioned in the ISO 17100 standard on translation services, as applicable.

b) As applicable, the SUPPLIER shall maintain and timely update a Quality System to demonstrate capacity and experience to meet the operational and quality criteria defined and communicated by SANOFI. The SUPPLIER shall notify SANOFI's main contact person of any breach of good practice, serious non-compliance, non-compliance with other regulations, fraud or gross misconduct.

c) THE SUPPLIER shall comply with all SANOFI policies, instructions or training applicable to the Services provided which are communicated by SANOFI to the SUPPLIER.

d) The SUPPLIER guarantees that the personnel directly involved in the provision of the Services complies and will continue to comply with the professional standards in terms of training, experience and knowledge necessary for the execution of the Agreement. The SUPPLIER must be able to document such training during the course of the Services and submit it during any audit or inspection. In case of staff turnover, transition of knowledge and files and adequate training of the successor must be documented to ensure business continuity and quality of services.

e) The SUPPLIER must perform the Services and provide the Deliverables under the established conditions and deadlines.

f) The SUPPLIER shall promptly notify SANOFI of any difficulty or incident that it becomes aware of during the provision of the Services and that could affect or delay the provision of the Services. The PROVIDER will implement the necessary actions, as reasonably expected, to achieve the performance of the Services.

g) The SUPPLIER undertakes to comply with the comments, suggestions or instructions communicated by SANOFI for the provision of the Services.

h) The SUPPLIER acknowledges that SANOFI shall have the right to comment on the Deliverables (including project deliverables) and the SUPPLIER shall take into account SANOFI's comments and make the necessary modifications requested by SANOFI, with respect to the form and content of the Deliverables. Deliverable within ten (10) business days from receipt of such feedback.

i) THE SUPPLIER authorizes SANOFI to carry out periodic audits, in order to verify that it is complying with these Terms and Conditions, the quality terms established in the quality agreement or the commercial contract. Likewise, the SUPPLIER will attend to the information requirements, reports or inspections required by SANOFI, in order to verify compliance with this purchase order. THE SUPPLIER must develop action plans within 10 working days in case of critical observations issued during the audit and within 20 working days for other observations after receiving the audit report.

j) Inspection at SANOFI: SANOFI will inform THE SUPPLIER of the regulatory inspection at a Sanofi site in relation to the services provided under these Terms and Conditions. THE SUPPLIER will cooperate with Sanofi as necessary to provide a timely response to any inspection finding related to the services.

k) Inspection at THE SUPPLIER: in the event of regulatory inspections at THE SUPPLIER's site in relation to the services provided under these Terms and Conditions, THE SUPPLIER shall inform Sanofi immediately. During the inspection, Sanofi will be kept informed of the details of the progress of the inspection related to the services provided under this contract.

l) The SUPPLIER must ensure that any quality issue related to a SANOFI product, observed after receipt of a product (e.g. deficiency in condition, appearance, relevant documentation, labeling, expiration date, or other quality defect) is immediately notified to Sanofi within one (1) business day from the date of receipt of the product or of the technical complaint made by a third party about the quality of the product, whichever occurs first.

These matters shall be notified to SANOFI's e-mail address dedicated to the reception of quality claims for Colombia (Servicio.cliente@sanofi.com), Peru (quejas.PTC@sanofi.com) and for the other countries of the Andean region (except Chile and Argentina), Central America and the Caribbean (Panama, Ecuador, Dominican Republic, Guatemala, among others) the mailbox provided is pac.quality@sanofi.com .

PROVIDER shall use its best efforts to provide the following information in the notification to Sanofi:

- Claimant's name, address, telephone number (if the claimant is a patient, the data provided should be limited to the patient's initials).
- Product name, dosage and container size, lot number and expiration date, manufacturer's name, unique device identifier (UDI), if available.
- Detailed description of the claim and adverse event (where applicable): date of the claim, date of detection of the defect, availability of relevant sample or evidence of the defect (e.g. photo).
- Number of units involved in the claim.
- Availability of product for recall
- In the context of suspected counterfeit product: identification and location of purchase, purchase price.

Definition of product quality complaint [also known as technical complaint, product complaint or product complaint (PC)]: any written, electronic or oral communication alleging deficiencies related to the identity, quality, durability, reliability, safety, efficacy or performance of a SANOFI product after its release for distribution.

Note: Suspected counterfeit is the unauthorized representation of a registered trademark that is carried on products identical or similar to the products for which the trademark is registered; in order to deceive the purchaser into believing that the purchaser is buying the original product. This applies to the product or material, its packaging or other packaging or labeling information.

m) In the case of goods or services regulated by Good Practices (manufacturing (BPM), distribution (BPD), regulatory (BPR), pharmacovigilance (BPF), etc.), THE SUPPLIER must obtain the prior written consent of SANOFI before using any subcontractors / independent contractors to perform the contracted services on its behalf under these Terms and Conditions. If SANOFI gives written consent to use subcontractors/independent contractors, THE SUPPLIER will remain responsible for the performance and quality of services and training of any subcontractor/independent contractor(s) and will provide evidence upon request.”

n) SUPPLIER shall obtain SANOFI's prior written consent before using subcontractors and/or independent contractors to provide services under the contract. If SANOFI grants written consent to use subcontractors or independent contractors, SUPPLIER shall remain responsible for the performance and quality of services and training of any subcontractor(s) or independent contractor(s) and provide proof upon request.

12.6. PHARMACOVIGILANCE

Where the Order is related to a SANOFI product, specific pharmacovigilance requirements will apply. In this case, PROVIDER and SANOFI shall comply with the terms of the applicable pharmacovigilance clause currently available at <https://suppliers.sanofi.com/en/standards-and-procedures> as amended by SANOFI from time to time.

Such terms are hereby incorporated herein by reference and the Parties expressly commit to comply with them.

12.7. WARRANTIES

12.7.1. The SUPPLIER guarantees the quality and conformity of the PRODUCT(S) / EQUIPMENT(S) / SERVICE(S) it supplies, being obliged to replace them within a maximum period of five (5) days, in the case of PRODUCT(S) or EQUIPMENT(S), counted from the receipt of the communication from SANOFI, or to execute them again in the case of SERVICE(S), or to return the money delivered, at the choice of SANOFI, when any of the following situations occur:

- (A) That the PRODUCT(S) / EQUIPMENT (S) / SERVICE(S) is incompatible, does not exactly match, or is outside the specifications set forth in this Purchase Order;
- (B) That the expiration date does not appear on the packaging of the PRODUCT(S), when due to the nature of the PRODUCT it must be carried;
- (C) When the PRODUCT(S) / EQUIPMENT(S) / SERVICE(S) presents any deficiency;
- (D) In any other case in which SANOFI may, in a reasonable manner, consider that the PRODUCT(S) / EQUIPMENT (S) / SERVICE (S) does not adequately satisfy its natural purpose or as indicated in the Purchase Order.
- (E) That the PRODUCT(S) / EQUIPMENT (S) / SERVICE (S) is classified as non-marketable or legally impossible object by any state authority.

12.7.2. In the event that the SUPPLIER does not replace the PRODUCT(S) / EQUIPMENT (S) / SERVICE(S), in such a way as to satisfy the reasonable requirements of SANOFI, the latter reserves the right to return the PRODUCT(S) / EQUIPMENT(S), or refuse the SERVICE(S), in which case the SUPPLIER must reimburse SANOFI the sums already paid in advance, without prejudice to the power of SANOFI to terminate the Purchase Order and to demand damages caused by this breach, without prejudice to the other remedies or actions that SANOFI has to demand compliance.

12.7.3. The SUPPLIER guarantees that it has all the permits, licenses and authorizations required for the supply of the PRODUCT(S)/EQUIPMENT(S) and/or the provision of the SERVICE(S).

12.7.4. Unless the PRODUCT(S) / EQUIPMENT(S) / SERVICE(S) are perishable or expressly state to have a lower warranty, the duration of the warranty will be one (1) year.

12.8. DELIVERY – TRANSFER OF OWNERSHIP AND RISKS

12.8.1. In the case of the purchase of PRODUCTS/EQUIPMENT, the transfer of ownership and risks will occur with the delivery of the same and will be formalized by signing the delivery certificate by the Parties.

12.8.2. At the time of delivery of the order identified in the Purchase Order, the packaging or boxes must be identified with the following information as a minimum: (i) name of the SUPPLIER, (ii) order number, (iii) material code and (iv) description of the order in accordance with the provisions of the Purchase Order. Any other element required by law shall also be required. The SUPPLIER must guarantee the protection of the goods delivered with the packaging of the same.

The last week of each month, deliveries of goods will not be accepted at the distribution centers of SANOFI or the affiliated and related companies of the group.

12.8.3. Margin of variation: A ten percent (10%) variation in quantity for deliveries of inventoriable materials is considered reasonable. Notwithstanding the foregoing, in no event will differences in weight that exceed one percent (1%) of what is indicated in the Purchase Order be recognized.

12.8.4. The delivery obligation of the SUPPLIER shall be subject to the INCOTERM agreed in the respective Purchase Order.

12.9. RULES APPLICABLE IN THE EVENT OF ON-SITE ACTIVITIES

12.9.1. In case of SERVICES provided at SANOFI's headquarters, or in other establishments on behalf of SANOFI, the SUPPLIER must comply with all legal regulations in force, in particular, but not limited to, all legal rules and regulations on industrial health and safety, with the worker, as well as standards in the industry, according to the class or type of PRODUCTS and/or SERVICES.

12.9.2. If the SUPPLIER must carry out tasks that involve the presence of its personnel temporarily or permanently at SANOFI headquarters, the SUPPLIER guarantees that its personnel will comply with all internal rules and regulations of SANOFI, both in its operation and in the security and biosecurity measures in force.

13. ADDITIONAL RULES

13.1. PROTECTION OF PERSONAL DATA

Under this article, the Parties agree that the terms "Personal Data", "Controller", "Processor", "Processing", "Applicable Data Protection Law", "Services" and "Order" shall have the meaning assigned to them in the Data Processing Agreement (if applicable) or otherwise the meaning assigned to them in these General Terms and Conditions or, as the case may be, in the applicable law.

Each Party shall, with regards to its own respective Processing activities for which it acts as a Controller, comply with its own obligations under Applicable Data Protection Law.

The Parties agree that, for the purposes of performing the Order under these General Terms and Conditions, PROVIDER does not process Personal Data on behalf of SANOFI.

However, to the extent that PROVIDER processes any Personal Data on SANOFI's behalf within the scope of the Order or should PROVIDER identify the fact that, during the performance of the Order, PROVIDER is processing Personal data on SANOFI's behalf (in such case, PROVIDER shall immediately inform SANOFI thereof), such Processing shall be governed by the terms of the Data Processing Agreement available at the end of included at the end of these General Terms and Conditions, and as amended by SANOFI from time to time.

Such terms are hereby incorporated herein by reference and the Parties expressly commit to comply with them.

Where the performance of the Order under the General Terms and Conditions benefits affiliates of SANOFI, either directly or through the signature of any relevant documentation (e.g. statement of work, purchase order, etc.), the Parties expressly agree that each SANOFI affiliate shall be regarded as a Controller independently in its own right.

13.2 GLOBAL COMPACT – ANTI-CORRUPTION – CONFLICT OF INTEREST – TRANSPARENCY – CONTROL OF RESTRICTED PARTS – CONFLICT MINERALS

Global Compact. SANOFI is a member of the Global Compact established by the United Nations (<https://www.unglobalcompact.org>) and has undertaken to support and apply certain fundamental principles in the fields of human rights, working conditions, the environment and anti-corruption. Relations with SANOFI at the time of any Order are contingent upon PROVIDER's respect for these same principles as well as any specific code of conduct implementing such principles by SANOFI such as the SANOFI Supplier Code of Conduct (<https://suppliers.sanofi.com/-/media/Project/OneSanofi-Web/Websites/Global/Sanofi-Suppliers-COM/fr/Sanofi-Supplier-code-of-conduct.pdf>) and the SANOFI Code of Ethics (<http://www.codeofethics.sanofi/>). PROVIDER undertakes to respect these principles and/or codes of conduct during the performance of the Order and set up sufficient internal procedures, tools and measurement indicators necessary to guarantee compliance with these principles. It authorizes SANOFI to assess the effectiveness of these, itself or through a third party approved by the two Parties.

Anti-Corruption. PROVIDER undertakes to comply with all applicable national and international laws and regulations regarding the prevention of and fight against corruption and influence peddling. This commitment must be extended, by PROVIDER to all the third parties to whom PROVIDER may subcontract all or part of the Order. PROVIDER undertakes to never propose to SANOFI employees any sum of money, gifts, loans, rebates or valuable objects.

Conflict of interests. PROVIDER declares that on the proof of receipt date of the Order Form formalizing the Order, no conflict of interests (hereinafter the "Conflict of Interests") exists to affect or that is likely to affect the performance of the Service(s) or the supplying of the Goods due to these interests conflicting with their proper realization to the detriment of SANOFI's interests. In addition, PROVIDER undertakes to declare any Conflict of Interest arising during performance of the Order. In this event, SANOFI shall have the right to exercise its right of termination under the conditions provided for in the General Conditions of Purchase.

Transparency. In the event applicable to PROVIDER, SANOFI shall make public the existence of this Order together with any amounts of costs paid within the framework of the Order in accordance with the prevailing legal and regulatory provisions relating to the transparency of personal connections.

Restricted Parties Screening. PROVIDER shall comply with any and all applicable trade regulations (including but not limited to those on embargo and embargoed countries) and shall take all the necessary measures not to work with entities or individuals who are on any (national or international) sanctions and similar restrictions lists.

Conflict Minerals. PROVIDER shall not use, and shall not allow to be used, any (a) cassiterite, columbite-tantalite, gold, wolframite, or the derivatives tantalum, tin or tungsten ("Initial Conflict Minerals") that originated in the Democratic Republic of Congo ("DRC") or an adjoining country, or (b) any other mineral or its derivatives determined by the Secretary of State to be financing conflict pursuant to Section 13p of the Securities and Exchange Act of 1934 ("Additional Conflict Minerals", and together with the Initial Conflict Minerals, "Conflict Minerals"), in the manufacturing of any Product that is implied in the performance of the Order. Notwithstanding the foregoing, if PROVIDER uses, or determines that it has used, a Conflict Mineral in the manufacturing of any such Product(s), PROVIDER shall immediately notify SANOFI, which notice shall contain a written description of the use of the Conflict Mineral, including, without limitation, whether the Conflict Mineral appears in any amount in the Product(s) (including trace amounts) and a valid and verifiable certificate of origin of the Conflict Mineral used. PROVIDER must be able to demonstrate that it undertook a reasonable count

13.3. SOCIAL REGULATION REQUIREMENTS

The SUPPLIER undertakes to comply with the applicable regulations in social matters related to the production and / or commercialization of the PRODUCT / EQUIPMENT or SERVICE object of this Purchase Order and to keep SANOFI harmless for any claim for non-compliance with the applicable regulations in this matter.

13.4. ENVIRONMENT

The SUPPLIER undertakes to comply with the applicable regulations in social matters related to the production and / or commercialization of the PRODUCT / EQUIPMENT or SERVICE object of this Purchase Order and to keep SANOFI harmless for any claim for non-compliance with the applicable regulations in this matter.

The SUPPLIER undertakes to comply with the applicable regulations on environmental matters, related to the production and / or commercialization of PRODUCT / EQUIPMENT or SERVICE object of this Purchase Order and the handling, transport, management and disposal of hazardous waste, if applicable. Consequently, the SUPPLIER undertakes to hold SANOFI harmless for any claim for non-compliance with the applicable regulations in this matter.

14. MISCELLANEOUS

14.1. ASSIGNMENT

14.1.1. SANOFI may assign all or part of its contractual position or any of the credits, rights and obligations resulting from the Purchase Order to third parties without prior authorization from the SUPPLIER.

14.1.2. The SUPPLIER may not assign, in whole or in part, its rights and obligations, without the prior written consent of SANOFI.

14.2. SUBCONTRACTING

14.2.1. The SUPPLIER may not subcontract, in whole or in part, its rights and obligations, without the prior written consent of SANOFI.

14.3. LANGUAGE

If these General Terms and Conditions include their text in two different languages and there is any type of contradiction in their text, the version of this document in the Spanish language (Castilian) will prevail.

15. APPLICABLE LAW AND DISPUTE RESOLUTION

The execution of this Purchase Order shall be governed by the Laws of the country of SANOFI's domicile. Unless otherwise agreed in a contract or other document between SANOFI and the SUPPLIER, any dispute between the parties shall be resolved by the competent judges and courts of the country of SANOFI's domicile.

(This annex applies only in case the PROVIDER acts as processor of personal data)

PERSONAL DATA PROCESSING AGREEMENT

SANOFI, in its capacity as Controller for the treatment, designates the SUPPLIER as Processor of the treatment of personal data that may be collected for the execution of this Purchase Order. Consequently, the Processor shall act only on the instructions of the Controller for the processing and shall act on behalf of and in the name of the Controller. The SUPPLIER shall process the personal data only to comply with the purpose of this Purchase Order and under no circumstances may the SUPPLIER keep, use, distribute, or communicate them for its own purposes, such as, commercial, or marketing purposes. SANOFI as Controller for the treatment of personal data will determine the purposes and means of the treatment, taking into account the authorization provided by the title holder (in the cases in which it is necessary), its Policy for the Treatment of Personal Data, and the applicable regulations for data protection.

The treatment of data carried out by the Processor must be performed exclusively for the following purposes defined with the owner of the project, which may include, but not is limited to: (i) identify opportunities to develop new point-of-sales activation and negotiation plans, (ii) to know the likes and interests of the participants in the plans, (iii) in the case of health care professionals, contacting them by any means for medical visits, sending and delivering commercial, medical and technical information, sending and delivering medical samples with no commercial value, sending surveys and requesting their professional opinion about them, sending invitations to events, congresses, seminars and scientific, medical and academic lectures/include or leaving only the specific purposes for which the data are to be transmitted.

In addition to the foregoing, the SUPPLIER, in its capacity as Processor: (i) Shall treat the personal data in accordance with the purpose for which the users have given their authorization, and in accordance with applicable laws; (ii) Shall treat the process personal data on behalf of SANOFI in accordance with the principles that protect them; (iii) Shall safeguard the security of the database in which the personal data is contained; (iv) Shall maintain confidentiality with respect to the processing of personal data and databases; (v) Undertakes not to use, sell, transfer, lease or register in its own name or in the name of any third party before any authority the databases, reports and other materials, or the like, prepared by it related to the personal data of the users; in case it does not comply with the above, it undertakes to hold SANOFI harmless against any claim from third parties and to compensate the damages that this may cause to it; (vi) Implement the obligations of the Responsible Party under the Treatment of Personal Data Policy established by the Controller; (vii) Document the procedures for the treatment, conservation and suppression of personal data, in accordance with the provisions applicable to this treatment, as well as the instructions issued in this respect by the competent authorities.

SANOFI may audit the SUPPLIER, in order to control and review that the treatment of personal data complies with the laws on the treatment of data and the purposes established by the Controller. In addition, the Processor of the treatment of data shall immediately notify the Controller, when there is any inconvenience with the treatment of data, leakage of information and/or violation of its security codes.

Upon termination of the contractual relationship, the SUPPLIER shall transfer the database to SANOFI or the third party designated by SANOFI, destroy any copy of the database in its possession and certify this action by means of a certificate of destruction, the foregoing under the terms of the Confidentiality clause, as applicable