VIATRIS TURKEY
STANDARD TERMS AND CONDITIONS

1. INTRODUCTION

These Standard Terms and Conditions shall be applicable as an agreement in terms of the commercial relationship between the Supplier and Viatris or a member of the Viatris Group upon the issuance of the Purchase Order by Viatris or such member for the supply of Products and/or Services. By performing or beginning to perform the works and transactions covered by the Purchase Order for Viatris or members of the Viatris Group, the Supplier agrees to be bound by these Standard Terms and Conditions. No other standard terms and conditions with respect to the Product or Service shall be applicable, which are referred to, suggested, or relied upon by the Supplier, either verbally or in writing, during negotiations between the parties.

If the parties have a written and legally binding agreement, its terms shall apply and such terms and conditions shall be regarded as complementary. For the avoidance of doubt, any item in these Terms and Conditions shall not apply to the extent that it is expressly superseded by a written Agreement executed by Viatris or a member of the Viatris Group.

2. DEFINITIONS

The terms below shall have the meanings assigned to them in interpretation of these Standard Terms and Conditions:

“Intellectual and Industrial Property” refers to and comprises (i) all inventions, ideas, designs, concepts, techniques, discoveries, software and hardware or improvements, regardless of patentability, developed individually or collectively, registered or pending patents, patent applications, utility models and utility model applications, designs (registerable, proprietary or otherwise), (ii) trademarks, non-proprietary marks, trade dress, logos, illustrations, proprietary or non-proprietary designs, or (iii) other intellectual property, any work of the author, all compilations regardless of copyright ability, all copyrights, and (iv) all trade secrets, specifications and unique methods and formulas, database rights, licenses, approvals and government authorizations as well as all intangible legal rights, titles and interests embodied in any national, international or supranational body, including, but not limited to, rights and usage rights related thereto.

"Service(s)" refers to the services to be provided to Viatris or Viatris Group members by the Supplier and/or their representative, that are included, respectively, in the Purchase Order, all parts thereof, if any, or in the correspondence between the Parties and mutually agreed.

"Terms and Conditions" refers to these Terms and Conditions.

“Purchase Order” / “Purchase Order Form” refers to the order of Viatris or a Viatris Group member regarding the Services or Products provided by the Supplier and the written Purchase Order Form related to the order.

"Agreement" refers to the Purchase Order, these Standard Terms and Conditions, and any other written documents that Viatris and the Supplier have executed regarding the Products and Services.

"Party" refers to Vitaris and Supplier individually. Vitaris and Supplier shall be referred to as "**Parties**" collectively.

"Supplier" refers to the business partner who offers the Service or Product mentioned in the Purchase Order, whether they are a natural person or a legal entity.

"Product(s)" refers to the products to be supplied to Viatris or Viatris Group members by the Supplier and/or their representative, that are included, respectively, in the Purchase Order, all parts thereof, if any, or in the correspondence between the Parties and mutually agreed.

"Viatris" refers to Viatris İlaçları Limited Şirketi,

"Viatris Group" refers to Viatris and its affiliates.

3. NECESSITY OF THE PURCHASE ORDER FORMS:

The Supplier may not request any payment from Viatris for orders of Products and/or Services that lack a Purchase Order Form.

Orders for Goods and/or Services placed electronically through the "SmartSource Buyer"/"SAP" systems shall be automatically deemed binding for both Parties without requiring a written consent. Viatris shall send to the Supplier via e-mail the Purchase Order Form it shall create on the purchasing system regarding the Products and/or Services it wishes to purchase in accordance with these Terms and Conditions. The Purchase Order Form shall list the description, quantity, unit price, currency, total payment due, delivery date, delivery location, and relevant payment terms of the goods and/or services to be purchased. The Supplier shall not commence the supply process for the requested goods or services without first receiving the approved Purchase Order Form. The Supplier should get in touch with the Supplier listed on the Purchase Order Form to see if there are any items that need to be verified or added. In case the Supplier offers a partial response, all other information on the purchase order form is considered to be accurate.

The products, designs, and projects developed under the services shall be subject to prior written approval from Viatris, and the fees to be charged shall be agreed mutually. The Supplier shall begin working on each Purchase Order upon receiving a prior written approval from Viatris for the relevant Product and/or Service.

Viatris shall not be responsible for any costs incurred by the Supplier or any third party, including the Supplier's representatives and subcontractors, without first receiving written approval from Viatris.

Any potential issue or event that might prevent the performance of the Services or the delivery of the Products shall immediately be reported to BI by the Supplier.

Viatris reserves the right to determine its course of action in the event that the Supplier fails to deliver the Products and/or Services they promise to deliver on the Purchase Order Form.

4. PRICES:

Prices are fixed and final as agreed mutually and cannot be changed in response to economic conditions unless otherwise specified in writing on the Purchase Order Form.

Prices are fixed and cannot be changed, including where Viatris agrees to put off the delivery date. Purchase order prices are binding and, unless otherwise specified in writing, include any shipping fees to the delivery address, excluding VAT but including packaging. Unless otherwise specified in writing, additional costs associated with the Purchase Order and/or delivery shall be covered by the Supplier.

Prices shall not be affected by any increases between the order date and delivery date. If no price is specified, the goods, works or services shall be invoiced based on the price last specified by the Supplier or last paid by Viatris to the Supplier or the lowest price in the market.

5. INVOICING AND PAYMENT:

Invoicing
Invoices shall be issued on behalf of the company listed below, where the order has been placed (shall not be issued on behalf of any sub-suppliers).

Viatris İlaçları Limited Şirketi
Muallim Naci Cad. No: 55 34347 Ortaköy/İstanbul
Büyükmükellefler 7290244746

Unless otherwise specified, the invoice shall include the Viatris PO number, the orderer's name, and a detailed description of the Products and/or Services.

Services are invoiced based on the specific regulations listed on the Purchase Order Form and should simply be summarized in [bulk] monthly invoices.

The invoice should include the following information for Viatris to process it:

- Invoice Date
- Invoice Number
- Invoice Amount
- Invoice Currency
- Accurate "Invoicing Address" of the legal entity and address matching the PO
- PO number · Goods or services
- PO line item description (includes dates of services) / Non-PO line item description
- Viatris contact or recipient name (if not PO) ·
- Supplier's full name, address and contact e-mail
- Bank Information for payment delivery
- Unit price of goods or services
- Measurement Unit ·
- Tax Identity

Separate invoices shall be issued for any additional shipments in the event that the Supplier delivers the Products and/or Services covered by a single Purchase Order Form in more than one shipment on the same day. In such a case, the invoice should meet the aforementioned specifications.

The prices on the invoices are inclusive of all taxes, excluding the taxes imposed on the purchaser by the applicable legislation and those otherwise agreed explicitly and in writing by the Parties. Viatris shall not pay for packing, wrapping, or cartage unless the invoice amount is confirmed or otherwise expressly stated on the Purchase Order Form.

The delivery note shall contain Viatris' information and the order number, and the serial number of each item shall be sent for each delivery.

Products delivered or Services provided should be properly invoiced to include the date of supply or service delivery date. Invoices that do not meet legal requirements shall be rejected.

The original invoices shall be delivered by courier to Viatris at the address below. Invoice copies must be included with shipments for product deliveries.

Payment

Payment for the Products and/or Services covered by this Order shall be made on the invoice date and in accordance with the payment terms agreed in writing, unless otherwise agreed in writing between the Parties. Payments shall be made as per the payment plan using the bank information provided by the Supplier.

The payment in question shall be made on the first Viatris payment day following 60 (sixty) days from the date on which the invoice(s) to be issued by the Contractor in relation to the Contract price are received at the invoice address specified below. Payments in foreign currency shall be paid to the Supplier in Turkish Lira to be calculated over the foreign exchange selling rate of the Central Bank of the Republic of Turkey on the invoice date.

The addresses to which physical invoices shall be sent by the supplier are as follows.

- PDFs of e-archive, e-smm and foreign supplier invoices shall be e-mailed to TUR.AP@viatris.com.
- Export invoices shall be e-mailed to dl-tr-sc-foreigntrade@viatris.com and TUR.AP@viatris.com .

- Devilery Address for Physical Invoices, Receipts and E-archive Invoices:

  Viatris İlaçları Limited Şirketi (3892)
  Attn: Iron Mountain Pelitli Facility:
  Hanımnine Sok. No:41 Kirazpınar, 41400 Pelitli/Gebze/Kocaeli,
  Ref.: 'Viatris Turkey'

  In case the Supplier is a company capable of issuing e-invoices:

  Invoices of our suppliers who are taxpayers shall be transferred automatically.

  The business owner at Viatris (the person who opened the PO or the person with whom the Supplier coordinates the process) should receive the PDF version of the invoice and any supporting documents, if any, via e-mail and on the same day the e-invoices are issued. It is not required to send supporting documents to Iron Mountain Gebze.

  Furthermore, electronic invoices shall meet the following criteria:
  - Less than 15 megabytes / 25 attachments
  - Have one of the following formats (.Tiff, .PDF, .bmp, or .JPEG) ·
  - The subject line should be as follows: Invoice— Invoice Due Date—Company:

  (Example: Invoice No: 1011, Due Date: 3/31/2022, Company: ABC Windows Inc.)

  In case you have any questions or need support, please contact our AP team via tur.aphelpdesk@viatris.com

6. DELIVERY AND DELIVERY DATE:

All shipments shall be made with a PO number and a packing list specified by the Supplier.

Products and Services are delivered and performed on the dates specified in the Agreement as agreed or signed by the Parties. Unless otherwise stated in writing by Viatris, delivery shall be made during regular business hours. If the Products and/or Services cannot be delivered or performed on or before the due date, or if it becomes clear that they cannot be delivered or performed on or before this date, Viatris may terminate its agreement with the

Supplier. The Supplier agrees to invoice and deliver all Products and/or Services in the amounts agreed upon by the Parties in accordance with these Terms and Conditions, and to deliver all Products and/or Services on the same date.

Supplier shall obtain, for its own account, the export license or other approval required to perform the Services or deliver the Products at the place of delivery, and shall submit certificate of origin, ATR and EUR1 documents (if applicable) and other documents that Viatris may need to perform delivery and that identifies the owner of the Products.

Any shipping, packaging, crating, and cartage associated with the delivery of the Products and/or Services shall be paid for by the Supplier, unless otherwise specified in the Agreement signed by the Parties or agreed to in writing by the Parties.

If required by the performance of the Service, Viatris may, at its sole discretion and within a reasonable notice period, allow the Supplier to access the Viatris facilities and provide the facilities necessary for the Supplier to carry out the Services. If Viatris does not allow such access, the Supplier shall not be liable for the failure to perform the relevant Service. Depending on the Services to be provided at Viatris' facilities, the Supplier agrees to abide by all health and safety, confidentiality, and other requirements that Viatris reasonably imposes on its employees and representatives. The required workplace orientation training fee shall be covered by the Supplier.

7. QUALITY, AUDIT, REJECTION AND SECURITY:

The following conditions shall be met in order for the Supplier to fully provide the Products and/or Services covered by these Terms and Conditions:

- All Products and/or Services provided by the Supplier shall be performed with reasonable care and skill and also in accordance with local laws, obligations and codes of practice.

- The Supplier shall immediately notify Viatris of any legislative changes and orders of official authorities regarding such Products and/or Services.

- Products and Services shall be free from mortgage and defect and be of satisfactory quality, meet any specifications, drawings, samples, or other descriptions provided by or for Viatris, and conform to the purpose of Viatris to the extent that these purposes are or should be reasonably communicated to the Supplier.

- All Products supplied herein are subject to Viatris review and a right of refusal within a reasonable time after delivery, even if they are paid for in advance, in case that they are not committed, do not meet Viatris' specifications, or if Viatris has not provided specifications along with standard specifications.

- Furthermore, Viatris may delay or cancel the delivery and/or Purchase Order by giving written notice to the Supplier prior to shipping and/or execution. Viatris shall reasonably compensate the Supplier for all costs and expenses documented in invoices, receipts, etc., directly and reasonably incurred as a result of this postponement or cancellation which could not be eliminated.

- While performing any business or services in Viatris' territory, the Supplier shall have any insurances required and submit them to Viatris.

- All Products supplied herein shall be shipped subject to Viatris' review, even if they are paid for in advance,

and right of refusal within a reasonable amount of time after delivery, if they are not committed herein or do not meet Viatris specifications.

- In cases where the Supplier delivers or performs the works or services specified herein at Viatris site, the Supplier shall comply with Federal, State, Regional and local safety regulations and rules and take all necessary measures for safe execution. Viatris reserves the right to require the Supplier to comply with Viatris safety standards at Viatris facilities.

- Process Changes: The Supplier shall immediately notify Viatris in writing and obtain Viatris' prior written approval if it intends to change any production procedures, locations, or packages.

- Viatris may, at all reasonable times during manufacture, assembly or processing, inspect and test the Products and the manufacture and workmanship of the Products (including all designs and other components) at Supplier's premises. The Supplier shall ,at all reasonable times, have access to, provide Viatris with, and enforce the provisions of any facilities that may be required for this purpose, where products or all components are manufactured, assembled, or stored. If the Products are manufactured in other facilities contracted with the Supplier, the Supplier shall obtain the necessary permission for Viatris to inspect those facilities as well, and shall reasonably notify Viatris, in advance, of the place and dates when the Products shall be ready for testing at those facilities and offer Viatris any and all kinds of assistance (procurement of labor and materials, etc.), at the Supplier's expense, that may reasonably be required, to carry out this inspection and/or test effectively and efficiently. Following this audit, if Viatris determines that the Products are not in compliance with the Purchase Order, it may notify the Supplier in writing and the Supplier shall take the necessary actions to ensure compliance.

- If Viatris rejects any Products or if the Supplier fails to deliver any Products on the relevant delivery date, Viatris may require the Supplier to replace the rejected Products with Products in accordance with the Order or to deliver the undelivered Products (as the case may be) within the time specified in the notice in writing, or, at its sole discretion, purchase a replacement Product from a third party without notifying the Supplier. If Viatris refuses any Service or the Supplier fails to perform any Service on the relevant delivery date, Viatris may request the Supplier to re-perform the rejected Services in accordance with the Purchase Order or to perform the unperformed Services (as the case may be) within the period specified in the notice in writing, or, at its sole discretion, purchase replacement Services from a third party without notifying the Supplier. Without limiting Viatris' other rights or benefits under this or other orders, the costs incurred by Viatris in the purchase of replacement Products or Services shall be paid by the Supplier to Viatris.

8. SAFETY AND ENVIRONMENT, OCCUPATIONAL HEALTH AND SAFETY PROVISIONS

Within the scope of the Environment, OHS Provisions, the Supplier undertakes to fulfill the following obligations.

The Supplier shall act in accordance with the T.R. legislation in its activities. In this context, the Supplier shall fully comply with all binding legislation on Environment, Occupational Health and Safety, particularly the Labor Law No. 4857, the Occupational Health and Safety Law No. 6331, the Environment Law No. 2872, and the legislation (regulation, regulation, communiqué…) enacted within the scope of these laws.

In accordance with Social Insurance and General Health Insurance Law no. 5510, the Supplier shall provide its employees with insurance, ensuring that all formalities have been completed, and submit a copy of the employment statement to Viatris. Employment of those under the age of 18 is prohibited within Viatris.

The personal protective equipment and other materials (ladders, hand tools, etc.) that should be available within

the Viatris facility as a business requirement shall be provided by the Supplier. To avoid any interruption in the work, backups of personal protective equipment should also be made available. Prior to work, Viatris shall assess all materials for compliance with standards and work.

All incidents (Occupational Accidents, Environmental Accidents, Near Misses) that might occur during Viatris' operations at the Viatris facility as well as Unsafe Conditions and Behaviours shall be reported to Viatris. If necessary, legal notifications shall also be made by the Supplier.

All employees of the Supplier who enter Viatris facilities are subject to security searches and checks, and they shall abide by the restrictions set forth for them (searches at the entrances and exits, areas with no entry allowed, shooting ban, no weapons-explosives allowed, etc.).

Prior to commencing works within the Viatris facility, the Supplier shall submit to Viatris the Environmental OHS Letter of Undertaking with a wet signature and stamp. The list of the people to work and the license plate information of the vehicles shall be submitted to Viatris 1 day before the start date of the job at the latest.

The Safety Data Sheets for chemicals supplied by Viatris shall be submitted by the Supplier in accordance with the legislation and in Turkish. The materials covered by the definition of Hazardous Materials shall be transported in accordance with ADR, pursuant to the Regulation on Transportation of Hazardous Materials by Road.

To complete the work specified in the Purchase Order Form, the Supplier shall designate personnel with the required technical training and experience.

The Supplier shall make sure that the E-OHS training, which shall be scheduled by Viatris prior to the business and attended by all personnel to work at the Viatris facility. Only employees who are successful in the exam to be held after the training shall be able to work within Viatris. Employees who have completed the training and passed the post-training exam are deemed to have agreed to abide by the guidelines outlined in the training within Viatris.

The Supplier shall be able to start work following the Environmental-OHS controls to be carried out by Viatris within the Viatris facility. Interim audits can be conducted based on the timeframe and risk of the work, and in case of any non-compliances, the work may be partially or entirely suspended or specific employees may be asked to leave the facility. The Supplier shall bear the costs that may arise from delays arising from such matters. The Supplier shall not be entitled to request from Viatris the cost of the performed work and the material/labor costs resulting from the interruption of the work, such as material/personnel transportation and tool-equipment rental, if the work is stopped permanently for the reasons listed.

The Supplier shall hold Viatris harmless from any legal or criminal liabilities that may arise and not ask Viatris for recourse regarding these obligations and the Supplier shall l be the addressee of all damages and losses that may be incurred by the workplace, employees, or third parties at any time due to the work performed or the personnel it employs.

The Supplier who performs activities that are classified as dangerous and highly dangerous within the Viatris facility shall submit a letter stating that the health conditions of the employees assigned within Viatris are qualified for performing the specified works, with the signature of the On-Site Physician whom it has appointed or from whom it receives services.

Smoking shall only be allowed at the permitted and designated areas within Viatris.

If the Supplier obtains an approval for vehicle entry before commencing the works, the Supplier shall be able to park vehicles at designated areas within the boundaries of Viatris and access points and routes of importance in case of an emergency.

Supplier vehicles shall not exceed 10 km/h (walking speed) within the limits of Viatris.

All wastes from activities shall be disposed of in accordance with the Environmental Law and relevant regulations. During the course of the onsite works, Viatris shall notify the Supplier of any circumstances that require compliance with its waste management plan, and the Supplier shall ensure such compliance.

Vehicles transporting construction wastes shall have the relevant license, and copies of the licenses shall be submitted to Viatris prior to transportation.

9. TRANSFER OF OWNERSHIP AND RISK, NON-CASH LOANS AND LIABILITIES:

The Supplier shall, at its own risk and expense, deliver and supply the Product or Services to Viatris or Viatris Group member as specified in the Product Order Form. The Supplier is in charge of packaging the Products so that they arrive at their destination safely without being damaged, as well as of including the necessary delivery information on the package. Viatris has the right to refuse the delivery of the Products whose packaging is not suitable or lacks a delivery note. The ownership and risks of the Products pass to Viatris upon delivery to Viatris in accordance with these Terms and Conditions and subsequent approval by Viatris, subject to the confidentiality provisions.
For the avoidance of doubt, in the event of defects in the Products or Services after performance, Viatris may reject the Products or Services within a reasonable time after the occurrence of the defect, and in such a case Viatris shall not be deemed to have accepted the Products or Services.

In case Viatris or the Supplier fails to meet their obligations, if the underlying reason is force majeure including, but to be evaluated depending on the conditions of the moment, fire, explosion, flood, pandemic, strike, labor dispute, war, official practices, civil riots, machine breakdown or accident, similar or not similar to the cases specified and beyond the control of the Parties after the establishment of the commercial relationship, or Viatris' fault, or the partial or total suspension of operations at any Viatris facility, the Party that fails to fulfill the obligation shall not have any obligation to the other Party. However, at Viatris' discretion, the total amount of Products, works or Services covered by this Purchase Order may be reduced by the amount of unfulfilled performance or delivery and as a result of non-cash loans and obligations or certain deliveries or practices performed during such extension.

10. CONFIDENTIALITY:

The Supplier agrees and undertakes to not disclose to third parties in any manner or for any purpose, knowingly or unknowingly, any information and documents that it may have or that may be given to it by Viatris pursuant to these Terms and Conditions or the Agreement between the Parties, if any.
The Supplier agrees and undertakes to take all necessary precautions to prevent its employees and any other parties authorized to access its programs from disclosing and/or disseminating confidential information in violation of the terms of the aforementioned documents.

The confidentiality obligation undertaken by the Supplier in this article shall remain in effect for five (5) years after the commercial relationship between the Parties is terminated. In case of non-compliance with the aforementioned confidentiality principles, Viatris has the right to demand compensation from the Supplier for the damage caused by the breach of such obligation and to take all kinds of criminal and legal proceedings against the related persons.

Data Safety

The terms not defined but capitalized in this Agreement refer to the meanings assigned as per the Law No. 6698 on the Protection of Personal Data ("Law" and/or "KVKK") and the legislation on personal data protection ("KVKK Legislation").

Pursuant to the KVKK Legislation, the Supplier is obliged to fulfill the obligations imposed by the KVKK Legislation. The Supplier explicitly agrees, declares and undertakes that the Personal Data transferred to it pursuant to this Agreement is and shall remain the property of Viatris and shall be subject to an ongoing obligation of confidentiality with respect to such Personal Data.

The Supplier agrees, declares and undertakes to take all reasonable institutional, technical, and administrative actions to prevent unauthorized access to Personal Data obtained in the course of the Service by its employees or other third parties, as well as unauthorized use of the relevant data for purposes other than those for which they are collected. The aforementioned precautions shall provide the protection that is generally accepted and stipulated in accordance with the applicable national and international legislation, including but not limited to the KVKK Legislation, for the adequate protection of Personal Data.

The Supplier shall inform its personnel about the KVKK Legislation, only allow certain personnel to have access to Personal Data, and make sure that its personnel acts in compliance with the KVKK Legislation. Similarly, the Supplier shall ensure that its employees, data processors, and sub-employers (collectively, "Sub-Processors") comply with all obligations imposed on them under the terms of this Agreement and KVKK Legislation.

For the Personal Data that are in its possession as the Data Controller under this Agreement and shall be transferred to Viatris or processed in its capacity of the Data Controller, the Supplier accepts, declares and undertakes to act in accordance with all obligations assigned to it as per the KVKK Legislation, to enlighten the Relevant Persons as stipulated in the Law, obtain their Explicit Consents, where required, and to process the Personal Data in accordance with the law.

In case Viatris is not immediately notified by the Supplier in writing or due to force majeure, the Supplier shall inform Viatris in writing of any disputes regarding the Personal Data of which Viatris is the Data Controller and all requests received (including the requests of the Relevant Persons regarding the Personal Data) within 3 (three) business days at the latest and shall take necessary actions in line with the instructions specified by Viatris regarding the requests or possible administrative or legal proceedings or disputes arising from such requests.

The Supplier is required to notify Viatris in writing, immediately and within 12 hours at the latest, of any situation that could affect any personal data processed in the course of the service provided, or that could result in the illegal acquisition of the personal data processed during the performance of this Agreement. In this case, the Supplier agrees to take all necessary actions immediately to prevent, lessen, or otherwise address the negative effects of the situation, as well as to make sure the Sub-processor does the same.

Without affecting any legal obligations, the Supplier shall destroy, anonymize, and submit to Viatris any relevant evidence, records, or logs after the purpose for processing the Personal Data acquired and processed in accordance with the Agreement has expired.

The Supplier may transfer the Personal Data disclosed to it under this Agreement to jurisdictions outside Turkey (including to the Supplier's own systems located abroad or to any third party located abroad), provided that such transfer is carried out in compliance with TDPL, in particular Article 9 thereof, and subject to the following conditions: (i) the country of destination is not among those recognised by the Turkish Personal Data Protection Authority (the "Authority") as providing an adequate level of protection, (ii) one of the conditions set out under Articles 5 and 6 of the TDPL is met, (iii) the data subject is afforded the opportunity to exercise his/her rights and to have recourse to effective legal remedies in the country of destination, and (iv) all of the below requirements are duly satisfied:

i. The Supplier shall prepare a mapping of the route to be followed by the Personal Data to, and the locations outside Turkey where such data will be processed, and shall notify Viatris of the purposes for which the Personal Data will be processed abroad (including but not limited to storage, back-up, maintenance, administration, and helpdesk services).

ii. With respect to its own systems, the Supplier hereby undertakes that such systems already meet, and shall continue to meet, the requisite level of protection under this Agreement, that they comply, and shall continue to comply, with all security standards determined or to be determined under the TDPL and by the Authority, and that it shall execute all undertakings and standard contractual clauses required by the Authority and obtain all necessary approvals in this respect.

iii. The Supplier shall execute the Standard Contract(s) published by the Authority, set out in Annex-1 hereto, by selecting the appropriate form corresponding to the contractual relationship between the parties and by completing such form in a timely manner with accurate information.

iv. The Supplier undertakes, represents and warrants that, within seven (7) business days of the execution date of this Agreement at the latest, it shall execute the relevant Standard Contract contained in Annex-1, and within the same day or, at the latest, one (1) business day from the execution of the Standard Contract, it shall share with Viatris scanned copies of the signed Standard Contract together with official documentation evidencing the signatories' authority to sign, and in any case it shall submit the original documentation to Viatris within three (3) business days.

v. The Parties acknowledge the requirement to notify the Authority within five (5) business days following completion of the signatures to the Standard Contract, and declare that, unless otherwise agreed in the Standard Contract itself, such notification shall be made by Viatris.

vi. Should the Supplier transfer abroad any Personal Data obtained and/or processed under the Services prior to execution of the relevant Standard Contract, Viatris shall bear no liability whatsoever for any loss or damage arising therefrom.

vii. The Standard Contract to be executed pursuant to this clause shall form an integral part of this Agreement.

viii. The Supplier shall ensure that the relevant third parties likewise adhere to this Agreement, to the safeguards to be determined by the Authority, and to the provisions of the TDPL, and shall secure the execution of all necessary undertakings accordingly. The Supplier further guarantees that any third party abroad to whom the Personal Data are transferred shall comply with such undertakings.

ix. The Supplier undertakes, represents and warrants to ensure that all obligations and commitments

regarding the security and transfer of Personal Data, as set out in this clause, shall equally apply to any such third party to whom the Personal Data are transferred.

Audit: Without any obligation of its own in any way and without prejudice to the exclusive responsibility of the Supplier in terms of the obligations attributed to the Supplier in this Agreement, Viatris, at its own discretion, has the right to audit the Supplier's compliance with the KVKK Legislation, in particular the systems of the Supplier containing Personal Data, by itself or its authorized persons, in terms of the Personal Data of which it is the Data Controller, without any notice and without the need for additional authorization.

Compensation: The Supplier, along with all of its accessories, is liable for any administrative penalties and compensation claims that may be brought against Viatris due to the unauthorized processing of Relevant Persons' personal data by the Supplier, its personnel, or Sub-Processors. The Supplier accepts, declares, and agrees that it shall compensate any damages incurred by Viatris (along with legal fees and other costs) and any claims made against Viatris immediately, upon the first request, without further notice, and in cash and in full. In the event of such breach, Viatris has the right to terminate this Agreement immediately without any compensation. Viatris' rights arising from this Agreement and the law are also reserved.

11. INTELLECTUAL AND INDUSTRIAL PROPERTY:

All rights and benefits regarding the Intellectual and Industrial Property provided to the Supplier for the supply of Products and Services, which belonged or were under the control of Viatris before the commercial relationship with the Supplier, shall be and remain the exclusive property of Viatris only. Unless specified otherwise, the Supplier's receipt of intellectual and industrial property as a result of the performance of the works shall not constitute a grant or transfer of any right or benefit to the Supplier under these Terms and Conditions.

Under these Terms and Conditions, any and all copyrights (financial rights) on Intellectual and Industrial Property works arising from the Product or Service provided by the Contractor in the form of trademarks, patents, utility models, designs and the like in accordance with the Law on Intellectual and Artistic Works and other legislation, and all other rights shall belong exclusively to Viatris without any additional payment. Viatris shall have the right to use these works in any manner deemed appropriate and throughout the world, including the right to their reproduction, representation, adaptation, translation, direct and indirect transmission, and commercialization. In the event that any works worthy of protection are disclosed, pursuant to the Law on Intellectual and Artistic Works and other relevant legislation, the Supplier agrees to execute all kinds of agreements, obtain permissions and fulfill the necessary formalities for the transfer or use of copyrights on the work in question to Viatris at its own expense.

The Supplier agrees in advance that it shall violate any intellectual and industrial property rights of Viatris or third parties while fulfilling its obligations regarding the Products or Services, and otherwise, that it shall hold Viatris free from all kinds of complaints, demands and lawsuits brought by Viatris and third parties regarding such rights

and shall be liable for all damages that Viatris may suffer as a result.

12. TERM AND TERMINATION

Without prejudice to the articles that shall survive between the parties, these Terms and Conditions shall be valid for the period specified in the Purchase Order Form or, if there is no provision in the Purchase Order Form, from the date of order until the acceptance of the Products or Services in writing.

For failing to fully and duly fulfill its obligations arising from the Purchase Order Form, or for breaching any provision of the Terms and Conditions, in whole or in part, Viatris has the right to terminate the commercial relationship immediately if the Supplier fails to complete the performance or cease its violations within 7 (seven) days to be granted by Viatris. In such a case, Viatris shall be entitled to immediately cancel the Purchase Order Form and request a partial refund of the money previously paid. Furthermore, the Supplier agrees and undertakes to compensate Viatris for any damages incurred by Viatris, without prejudice to its rights to claim other penal clauses arising from the Agreement.

If the Supplier becomes insolvent, makes a general assignment in favor of its creditors, is subject to or permits the appointment of a trustee for its business or goods, or is subject to insolvency proceedings for the protection of the rights of its creditors or for other purposes, Viatris reserves the right to terminate the relationship with immediate effect.

13. TRANSFER AND SUB-CONTRACTING:

Without Viatris' prior written approval, the Supplier shall not assign or delegate any of its rights or obligations under the Agreement or these Terms and Conditions.

The Supplier accepts and declares that Viatris has the right to partially or wholly transfer its rights and receivables arising from these Standard Terms and Conditions or the Agreement to third parties; the division, merger with another company or change of control or partnership structure of Viatris shall not require the consent of the Supplier and in such a case these Terms and Conditions and the Agreement shall not terminate automatically; this shall not give the Supplier the right to terminate the commercial relationship; as a result of the merger, division or any other restructuring of Viatris, the legal successor or third parties of Viatris shall be Parties to these Standard Terms and Conditions or the Agreement; and Viatris shall have all their receivables, debts and rights under the said agreement as if they were a party to this agreement from the date of establishment of the commercial relationship.

14. COMPETENT COURT:

The Parties agree that all legal disputes relating to the execution of any agreements regarding the provision of Products and/or Services between the Parties, including these Terms and Conditions, may be resolved by Istanbul (Çağlayan) Courts and Enforcement Offices.

15. FCPA COMPLIANCE RULES

The Supplier declares and undertakes the following:

a. When supplying goods and/or services, the Supplier shall abide by all laws and regulations that may be relevant to the industry, including but not limited to the AIFD Code of Good Promotion;

b. Supplier is authorized to provide the Products and/or Services specified in writing and is in compliance with all applicable local laws, regulations, and administrative requirements; furthermore, it is not prohibited from performing the Services by any law or other obligation;

c. Supplier did not and shall not directly or indirectly offer money or anything of value to a Public Official or any other person for the purpose of Viatris taking or maintaining a business or obtaining an improper business advantage, allow the offer of such payments, nor accept such payments;

d. The Supplier has read the "*International Business Principles for Anti-Bribery and Anti-Corruption*" in Article 16 below and has shared these principles with any representatives or subcontractors working on their behalf in connection with the works performed for Viatris.

e. All information provided by the supplier in connection with Viatris' anti-corruption due diligence is complete, accurate and truthful, and Supplier agrees to notify Viatris of any changes that occur during the application of these Terms and Conditions in the responses given to such due diligence survey regarding the Supplier or all persons identified in the due diligence survey and Family Members as defined herein;

f. The Supplier shall (i) provide realistic and accurate documentation supporting the business and costs in reasonable detail, (ii) maintain true, accurate and complete invoices, reports, statements, books and other records, and (iii) obtain prior written authorization from Viatris for all extraordinary charges;

g. Notwithstanding the foregoing obligations, the Supplier agrees to immediately notify Viatris if it discovers that any of its employees or subcontractors are not abiding by any of the terms of this article.

h. For the duration of these Terms and Conditions and Agreement and also after the expiration or termination of the Terms and Conditions and Agreement, the Supplier agrees and undertakes that it shall retain the books, records and accounts of the transactions performed in a reasonably detailed manner, and accurately and fairly for at least three (3) years, that it shall establish an adequate control system to ensure that all transactions are recorded and reported as required, and that it shall take all reasonable measures to prevent, detect and eliminate corruption.

i. The Supplier shall allow Viatris' internal and external auditors to audit the Supplier's books, documents and records of transactions relating to these Terms and Conditions or the Agreement for the duration of these Terms and Conditions and the Agreement and for three (3) years after the final payment has been made. The agreement shall contain reasonable protective clauses to ensure confidentiality where the parties' agreement relates to clinical trials;

j. The Supplier shall complete the online Third Party Annual Compliance Survey to be submitted annually by Viatris.

k. The Supplier agrees that anyone acting on the Supplier's behalf in connection with the work performed for Viatris shall, upon Viatris' request, finish the anti-corruption training made available by Viatris and shall inform Viatris of any individuals in need of such training throughout the duration of the assignment.

l. Pursuant to these Terms and Conditions and the Agreement between the Parties, if any, including ensuring that relevant employees of the Supplier complete anti-corruption and/or MAPP training provided by Viatris, as determined by Viatris, the Supplier agrees to comply with Viatris Anti-Corruption Policy and Procedures (MAPP) in fulfilling its obligations. Viatris may terminate the agreement between the Parties if the Supplier violates any of the above Statements and Commitments. In the event of such termination, the Supplier shall not be entitled to any other payment, regardless of the activities or agreements made prior to the termination, and the Supplier shall be liable for any legal compensation or damages. Furthermore, the Supplier is responsible for holding Viatris harmless from any claims, liabilities, fines, penalties, losses, or damages that result from the failure to uphold its obligations under this Agreement.

16. International Business Principles of Viatris for Anti-Bribery and Anti-Corruption

Viatris has a longstanding policy of combating bribery and corruption in our business in and outside the US. Viatris undertakes to conduct its business with integrity and to act in accordance with the code of ethics and all applicable laws and regulations. We request the same dedication from any consultants, agents, representatives, or other businesses acting on our behalf (hereinafter referred to as "Business Partners"), as well as any businesses (i.e. subcontractors) acting on the behalf of Business Partners in connection with Viatris' operations.

Bribing Public Officials

Many countries have laws that prohibit giving, offering or promising a payment or anything of value (directly or indirectly) to a Public Official when the payment is intended to influence an official action or decision to acquire or retain business.

"**Public Official**" has a broad spectrum and refers to:

(i) an elected or appointed Public Official (for example, a member of parliament or a member of a State ministry);

(ii) a person working for or on behalf of a State-owned or -controlled institution or organization, or acting in their capacity as a public servant (such as a healthcare professional working for a State hospital or a researcher at a State university);

(iii) an official of a political party, a candidate, an official, or an employee for a public office, or a person acting for or on behalf of a political party or candidate;

(iv) an employee or person acting for or on behalf of an international public organization;

(v) a member of the royal family or the military; and

(vi) any person otherwise classified as a Public Official by law.

''Public'' refers to all tiers and branches of government (i.e. local, regional or national and administrative, legislative or executive).

Due to the broad spectrum of the definition of "Public Official," it is likely that Business Partners shall interact with a Public Official while conducting regular business on behalf of Viatris. For instance, physicians working for state-run hospitals are considered to be "Public Officials".

US Foreign Corrupt Practices Act (“FCPA”) prohibits making, promising or confirming a payment, or offering anything of value to a Public Official outside the US, to take or improperly or immorally influence a government action to assist a company in obtaining or retaining a business or gaining any other unfair advantage. The FCPA

also forbids a company or person from involving another company or person in such activities. As a US-based enterprise, Viatris is required to abide by the FCPA and may be held accountable for the results of a Partner's actions anywhere in the world.

Anti-Bribery and Anti-Corruption Principles for Relations with the Public and Public Officials

Business Partners should communicate and abide by the following Principles in their business with the Public and Public Officials:

- Business Partners and persons acting on their behalf in connection with their business with Viatris cannot, directly or indirectly, make, promise or authorize any improper payments for or give anything of value to a Public Official to induce them to take or make a decision to take public action that Viatris takes or retains a business. Business Partners and persons acting on their behalf in connection with their business with Viatris may never pay or offer a product or additional assistance to such Public Official, regardless of value, as an improper incentive for a Public Official to approve, reimburse, prescribe or purchase a Viatris product, influence the outcome of a clinical trial, or otherwise unfairly benefit Viatris' business operations.

- Business Partners and persons acting on their behalf in connection with their business with Viatris should understand any local laws, regulations or operating procedures (including the terms of Public institutions such as government-owned hospitals or research institutions) that impose limits, restrictions or disclosure obligations on compensation, financial support, donations or gifts that may be provided to Public Officials when conducting Viatris-related activities. Prior to establishing relationships with Public Officials, a Business Partner should consult their primary contact at Viatris if they have any questions about specific limitations, restrictions, or the meaning or legality of disclosure obligations.

- Business Partners an persons acting on their behalf when they are working for Viatris are not allowed to offer facilitating payments. A "facilitating payment" is a small sum of money given to a public official to speed up or facilitate the completion of a regular and required government task. Examples of facilitating payments include payments made to expedite licensing, permits or visa procedures when all relevant paperwork is available. Where a Business Partner or a person acting on their behalf in connection with their business with Viatris receives or becomes aware of a request for a facilitating payment or bribe in connection with work performed for Viatris, relevant partner shall promptly notify the primary contact person at Viatris of such request before taking any further action.

Commercial Bribery

Bribery and corruption can also occur in business-to-business relationships outside the public. Most countries have laws in place that forbid promising, offering, receiving, accepting, or confirming payment in exchange for an unfair competitive advantage. Offering pricey gifts, lavish entertainment, unofficial commissions, or investment opportunities to improperly encourage the purchase of goods or services are only a few examples of such prohibited behaviors. Viatris does not allow its employees to offer, give, solicit, or accept bribes, and we expect Business Partners and anyone acting on their behalf to uphold these standards during their business with Viatris.

Anti-Bribery and Anti-Corruption Principles for Relations with Private Persons and Viatris Employees

Business Partners shall communicate and abide by the following principles in their relationships with private persons and Viatris employees:

- Business Partners and persons acting on their behalf in connection with their work for Viatris shall not make any improper payments to a third party, directly or indirectly, to convince them to grant Viatris an unfair competitive advantage, nor promise or approve such a payment or give them anything of value.

- Business Partners and those acting on their behalf in connection with their business with Viatris are not allowed to directly or indirectly ask for, accept, or receive money or anything of value as an unfair incentive.

- Viatris employees are anot allowed to accept gifts, services, fringe benefits, entertainment, or other items of symbolic or low monetary value from Business Partners or individuals acting on their behalf, in connection with their business with Viatris. Furthermore, gifts of low value are only allowed if they are received infrequently and only on appropriate gift giving occasions.

Reporting of Suspected or Actual Violations

Business Partners and those working for them are expected to voice any concerns regarding alleged violations of the law or these International Anti-Bribery and Corruption Principles. These notifications may be made to the Partner's primary contact person at Viatris or, at the Partner's option, to Viatris Legal Compliance Group via email to compliance@viatris.com or visiting https://viatris.integrityline.com/