MRP MEDI-RADIOPHARMA Ltd.
Your Global Nuclear Medicine Supplier

GENERAL TERMS AND CONDITIONS

OF MEDI-RADIOPHARMA Ltd.

(Registered seat: H-2030 Érd, Szamos u. 10-12; tax No.: 12090503-4-13; company reg. No.: 13-09-119709)

AND OF

RADIOPHARMACY LABORATÓRIUM KFT.

(Registered seat: H-2040 Budaörs, Gyár u. 2. 10324/66.; tax No.: 13589439-4-13; company reg. No.: 13-09-119341)

(hereinafter the **Supplier**)

Capitalized terms in these General Terms and Conditions shall have the following meaning:

"**Business Day(s)**"	means the working days and/or days not considered as public holidays, when the banks and other services are open for business in Hungary not including Saturdays and Sundays.
"**Customer**"	means the person/legal entity placing an Order for the supply of Products manufactured by the Supplier.
"**Force Majeure Event**"	means all events, circumstances, and occurrences beyond the reasonable control of a Party hereto, which materially affects the performance of any of its obligations under this GTC and could not reasonably have been foreseen or provided against, including, but not limited to fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, labor difficulties, including without limitation, strikes, slowdowns, or boycotts.
"**GTC**"	means these General Terms and Conditions.
"**Incoterms**"	means Incoterms 2010 – the international rules for the interpretation of trade terms of the International Chamber of Commerce as amended from time to time.
"**IP Rights**"	means the Supplier's intellectual property rights pertaining to the Products as specified in Section 7.
"**Logger**"	a temperature data logger packaged into the shipping box of the Products which is a portable measurement instrument capable of autonomously recording temperature over a defined period of time and to monitor and gather the temperature conditions that the Products have been exposed to during shipping.
"**MA**"	means the marketing authorization of the Products, i.e. all authorization, licenses and approvals from any health authority in any jurisdiction competent to issues such authorization which is necessary for the commercial sale of the Products in accordance with the applicable laws and regulations.
"**Order**"	means the individual order for sale and delivery of Products placed by the Customer to the Supplier which is in turn confirmed by the Supplier and specifying the exact quantity and Supply Price of Products requested for delivery.
"**Party**", "**Parties**"	means either the Customer or Supplier or both if used in the plural form.
"**Product(s)**"	means any and all pharmaceutical products manufactured and supplied by the Supplier at any time during the term of these General Terms and Conditions.
"**Supply Price**"	means the sale price of the Products requested by the Customer as quoted by the Supplier.

1. SUBJECT OF THESE GENERAL TERMS AND CONDITIONS AND PREVAILANCE

1.1 The terms of the GTC regulates the processes relating to the order and supply of Products based on a one-time Order (i.e without a framework agreement) placed by the Customer directly to the Supplier and the pertaining rights and obligations of the Parties and excludes any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom or course of dealing.

1.2 The Parties record that the Customer does not qualify as a consumer under Hungarian consumer protection laws due to the nature of the manufacturing, distribution, marketing, storage and use of the Products which requires special knowledge and expertise in the pharma-industry.

1.3 The Parties may only deviate from the provisions herein with an express written agreement (Order or any other formalized agreement). In case Supplier and Customer have signed a framework agreement or other form of commercial agreement concerning the supply of Products, and there is a discrepancy between the provisions thereof and this GTC, the terms and conditions of such agreement shall apply and prevail.

1.4 By placing an Order, the Customer acknowledges and accepts the terms of the GTC. The person acting on behalf of the Customer furthermore understands and accepts that all statements and undertakings made in the name of the Customer shall be considered by the Supplier as binding on the Customer and considered as a statement and undertaking thereof. The Supplier shall not be under obligation to verify the authority of the person acting on behalf of the Customer and will consider such person to have full power and authority to represent the Customer.

1.5 The Supplier reserves the right to unilaterally amend the terms of the GTC of which the Customer will be notified when placing the subsequent Order and no such amendment shall apply retroactively to Orders already placed and confirmed.

2. PLACING THE ORDER

2.1 All Orders shall be submitted electronically to order@mediradiopharma.hu; Orders sent to other e-mail addresses shall not be accepted.

2.2 Any Order shall contain at least the following information:

- Product name
- quantity of Products
- agreed Supply Price
- destination address which shall not differ from the previously approved premises of the Customer, suitable for the appropriate storage of the Products.

2.3 Upon receipt of an Order, the Supplier shall confirm the Order by an e-mail sent to the contact person / address provided by the Customer, within 5 (five) Business Days. The Order shall only be considered as valid and binding upon such confirmation of the Supplier. The Supplier shall inform the Customer of the estimated delivery date of the ordered Products and while Supplier will endeavor to meet estimated delivery dates it will not have any obligation to do so, and the Customer shall have no further rights to enforce any penalties or damages in relation to the delivery date not being met.

2.4 The Customer shall be entitled to amend or cancel the Order only by written notice delivered to the Supplier at least 30 days before the advised delivery date. Any amendments or cancellations made after such date oblige the Customer to pay the full Supply Price indicated in the Order without any further actions or requests of the Supplier.

3. PACKAGING AND DELIVERY OF PRODUCTS

3.1 Unless otherwise agreed in writing by the Parties, all Products will be delivered EXW Incoterms 2010 according to which the Supplier shall only be liable for the packaging of the Products (including the placement of the Logger) and the risk of loss shall transfer to the Customer simultaneously with the

uploading of the Products at Supplier's premises. The costs of shipment shall be borne entirely by the Customer, including the insurance of the delivery.

3.2 Supplier shall use reasonable efforts and care in packing the Products for shipment (such as sealing, cooling packs etc.) considering the foreseeable conditions of the freight, including the weather at the place of origin and at the place of destination, however the Customer acknowledges that the Supplier cannot foresee all circumstances and conditions beyond reasonable prudency and therefore cannot be held liable for circumstances beyond its reasonable control, including any damage to Products caused by the weather conditions (temperature, humidity etc.) which could not have been reasonably foreseen on the date of the dispatch by a pharma-professional acting with due care.

3.3 With respect to the above, the Customer is advised to insure the shipment at own cost. The Supplier shall not be held liable for the safe, intact, and timely delivery of the Products. The Customer shall furthermore be responsible and liable to take all measures and issue all statements and payments which are required for any customs clearance and entry into any state or crossing of any state borders.

3.4 All package inserts are enclosed in the language that the local authority approved. Quality certificates of the Products shall be enclosed in the pack.

4. SUPPLY PRICE AND PAYMENT

4.1 The Customer shall be obligated to pay to the Supplier the entire Supply Price as confirmed in the Order pursuant to an invoice issued by the Supplier without any deductions, commissions or transactional fees.

4.2 In the event that Supplier does not receive the entirety of the invoiced amount for reasons beyond its control and/or as a result of any transactional fees or deduction during the course of the bank transfer procedure, the Customer shall be under obligation to clarify with the bank initiating such transfer the cause of such deduction and shall take all measures necessary to rectify any such deduction. If the Customer fails to rectify such errors and therefore the Supplier does not receive the full amount of the Supply Price, the Supplier shall have the right to charge the missing amount to the subsequent invoice issued to the Customer without any further explanation for as long as Supplier does not receive the entirety of the amounts due to it pursuant to the delivered Products and the issued invoices. Payment shall be considered made, when the full amount of the Supply Price is credited on Supplier's bank account.

4.3 Any value added tax, or other such duties shall be paid by the Customer as well as the cost of packaging, cooling, and handling costs which will vary according to the weight and size of the package(s).

4.4 All payments shall be in EUR, unless otherwise agreed in the Order. Any foreign exchange risks and commissions shall be borne by the Customer.

4.5 In case of late payment, the Supplier shall be entitled to charge a late payment penalty, the value of which shall equal to 1.5% of the invoice/each month of late payment.

4.6 Title to Products will only pass on receipt by Supplier of payment in full of the Supply Price duly invoiced.

4.7 The Customer acknowledges that any additional request for documentation required by Authorities shall be subject to additional fees as determined by the Supplier depending on the type of document and formalities required (e.g. translation, notarization, apostille etc.). The Customer further understands that the Supplier may request the signing of a separate non-disclosure agreement in case the documentation required by the Customer contains confidential information or trade secrets or any other data which the Supplier deems – at its own discretion – sensitive. In such cases, the Supplier shall not be obliged to disclose any documents or data until such non-disclosure agreement is duly signed by the Customer. This Section is not applied for documentation related to quality assurance (e.g. QA certificates) ; such documents shall be under the provisions of the below Section 5.

5. QUALITY OF THE PRODUCTS, USE OF THE LOGGER AND PHARMACOVIGILENCE

5.1 The Products shall be considered as delivered upon the unloading of the shipping box containing the Products from the carrier vehicle at the Customer's premises.

5.2 The Customer understands that the Logger is enclosed in the packaging of the Products is for informational purposes only so as to enable the Customer in making the decision to allocate the Products to saleable stock or in case of hospitals or healthcare providers, the decision to administer to patients. The Customer furthermore acknowledges that the Supplier will provide assistance in evaluating the data registered by the Logger upon Customer's request but will not make any decisions on the allocation to saleable stock or use of the Products as such decisions shall be made solely by the Customer at own discretion.

5.3 Upon request of the Customer, the Logger enclosed in the packaging of the Products in the shipping box may be a single-use Logger but only provided that transportation is performed with active temperature control regardless of who is responsible for the organization and management of the shipping pursuant to the agreement of the Supplier and the Customer (if they wish to deviate from the provisions hereof). Customer is responsible for reading out the data recorded by the single-use data logger and for the decision of allocating the product to saleable stock or use it.

5.4 In the event of temperature excursions occurring during the distribution of Products both Parties will provide all reasonable assistance and support in the investigation, assessment of the excursion and sentencing of the affected Products. The evaluation of temperature deviations is carried out by Supplier's Qualified Person.

5.5 Upon delivery of the Products, the Customer shall immediately inspect the package, press the inspection mark on the Logger and record any visible defects, damages of any nature and inform the Supplier thereof by a notice within 24 hours of delivery as per the above Section 5.1. The Customer shall also notify the Supplier if any labelling, instructions to use the Products or any such information is missing or if no Logger has been enclosed.

5.6 The Customer shall provide the Supplier with all documents substantiating the notice of damage and shall retain the affected Products until the Supplier advises as to the appropriate disposition thereof. The Supplier shall have 30 days to investigate the notice and the pertaining documents and decide as to whether the damage to the Products occurred during the course of the manufacturing process or the packaging. In case the investigation is completed with the finding that the damage to the Products occurred during shipment or after delivery thereof to the Customer, the Supplier shall not be held liable and shall not be under obligation to offer replacement products free of charge.

5.7 If the defect is attributable to the manufacturing or packaging of the Products by the Supplier, the Supplier shall deliver to Customer a quantity of replacement Products equivalent to the quantity of Products rejected, or refund to Customer any sum paid by Customer in respect of any such rejected Products. The Supplier shall have sole discretion in deciding which option it intends to take.

5.8 Upon receipt of the Products, the Customer shall take the Logger from the packaging along with the return envelope and shall place the Logger in said envelope together with the completed cover letter and return it to the Supplier without any further tampering within 5 (five) Business Days. Upon receipt by the Supplier of the Logger, the Supplier shall evaluate the data registered by the Logger and upon request of the Customer, provide advice before the allocation to saleable stocks or for use of the Products on the data registered. Without the express request of the Customer, the Supplier will only signal any risks apparent from the logged data which may compromise the quality (stability) of the Products.

5.9 In failing to return the Logger to the Supplier, after the second unsuccessful warning to do so, the Customer shall be invoiced EUR 50 as a penalty for the missing Logger.

5.10 The Supplier undertakes to enclose an English language manual for proper use of the Logger and instructions for handling and return.

5.11 Customer is responsible for the release of finished product (placing on local market) for distribution in the concerning territory on basis of the delivered documents of Supplier (CoC and CoA), the national batch release of local Official Control Authority Batch Release Certification or similar (for products containing human plasma).

5.12 The Parties shall inform each other about pharmacovigilance related issue relating to the use and administering of the Products and the Customer shall notify the Supplier within 24 hours if it becomes aware about drug safety related issues. The Supplier has its own well-established pharmacovigilance system and takes the overall pharmacovigilance responsibility relating to the Products and thereforeshall be contacted by phone, fax or email at the following availabilities:

- e-mail: safety@mediradiopharma.hu
- Phone: +36 30 096 9147

5.13 Simultaneously with the confirmation of the Order under the above Section 2.3, the Supplier will forward to the Customer a safety data exchange agreement (SDEA) which shall form an integral part of this GTC. By placing the Order and thereby accepting the terms and conditions of this GTC, the Customer further acknowledges and accepts to be bound by the provisions of the SDEA.

5.14 The Customer acknowledges that the Supplier, as the manufacturer of the Products is liable for the compliant pharmacovigilance supervision of the Products as detailed in the SDEA, and therefore in the event that the Customer fails to provide information under the SDEA or omits to comply with any of the provisions in a timely manner, the Supplier may suffer certain detriments. Consequently, the Customer shall indemnify and hold harmless the Supplier against any losses, expenses, fines, penalties or any other expenditures imposed by any authorities which arise in connection with such failure or omission of the Customer. In addition to the foregoing provisions, the Supplier shall be entitled to claim any damages it may suffer as a result of the loss of reputation or good-will on the market resulting from the non-compliance with pharmacovigilance-related rules, guidelines and prescriptions.

5.15 The Customer acknowledges that the Supplier may be under obligation to conduct regular audits to control and monitor the compliance with the SDEA and therefore the Customer shall enable the Supplier to perform these audits if the need arises.

5.16 No costs, expenditures or other fees may be invoiced to the Supplier by the Customer for pharmacovigilance-related matters, unless previously approved by the Supplier.

6. USE AND MARKETING OF THE PRODUCTS BY THE CUSTOMER

6.1 The Customer shall

6.1.1 not, without Supplier's prior written consent, sell or offer for sale any Products for delivery to a purchaser outside the destination country indicated on the Order as set forth in the above Section 2.2 or to a purchaser within the place of destination which the Customer knows or ought to know intends to sell Products outside the said place of destination;

6.1.2 ensure that its end-users receive adequate and timely after-sales services;

6.1.3 not make or give any representations or warranties with respect to any Products other than those specifically authorized in writing by Supplier;

6.1.4 acknowledge that the Supplier is the MA holder and the manufacturer and wholesaler of the Products and the Customer is provided solely the right to sell, provided that applicable (local) law does not prescribe otherwise in which case the Parties shall agree separately about the regulatory affairs relating the Products;

6.1.5 ensure that the Supplier's good name and reputation is maintained at all times;

6.1.6 only use marketing materials provided and/or approved by the Supplier;

6.1.7 not manufacture, produce, commission to produce, submit regulatory documents or apply for registration or seek any legal protection for any of Supplier's Products or Products with the same active pharmaceutical ingredient (API) or indication without the Supplier's written consent, and shall procure that none of its employees, agents, subcontractors or other third parties appointed by it directly or indirectly do so. For avoidance of doubt, the Customer (and any of its affiliates) shall not be entitled to manufacture any products with the same active pharmaceutical ingredients (before and after labelling) and any same indication as the Products for a period of 5 years after delivery of the last Order placed by the Customer. In the event that the Customer breaches the provisions of this foregoing Section, the Customer shall be under obligation to pay a penalty for such breach equaling to EUR 100,000 and shall immediately cease the manufacturing activity

causing the breach hereof upon such request by the Supplier. In the event that the Customer does not desist from the manufacturing activities under the foregoing Section upon the request of the Supplier, the Customer shall be under obligation to pay EUR 20,000 for each month subsequent to the month when the restricted manufacturing activity first occurred for as long as the Customer fails to cease such restricted activity. The Parties further agree that the Supplier shall be entitled to enforce any additional damages (including any consequential damages, loss of profits or other such damages) which arise in connection with the restricted activity of the Customer and is incurred and substantiated by the Supplier;

6.1.8 maintain product quality during storage and transport of the Products to the end-user by maintaining qualified warehouses, equipment and vehicles;

6.1.9 maintain written procedures to handle quality complaints, recalls and shall partake immediately in the so-called mock recall initiated by the Supplier for assessing of the recall procedure;

6.1.10 maintain a quality system that complies with local pharmaceutical rules (such as GDP) and obtain the relevant permissions, wholesale licenses or equivalent authorization (including individual import authorization or similar) in accordance with local regulation for selling medicinal products and shall provide it to the Supplier's Quality Assurance unit for qualification and audit purposes.

7. PATENTS AND INTELLECTUAL PROPERTY

7.1 Customer acknowledges that all IP Rights, including names, trademarks, service marks, copyright, patents and other intellectual property rights registered or non-registered (including any know-how), as amended from time to time and including all variations and improvement of such rights in relation to the Products are the exclusive property of Supplier and the Customer shall not acquire any rights in Supplier's IP Rights under this GTC or the Order.

7.2 Customer shall promptly notify Supplier if it becomes aware of any infringement or threatened infringement of Supplier's IP Rights or of any counterfeit products and shall, in consultation with Supplier, take all steps reasonably required by Supplier to protect Supplier's IP Rights and to prevent the infringement.

8. LIABILITY

8.1 Customer shall keep Supplier indemnified against all claims, liability, costs and proceedings arising out of (a) any breach of the GTC by the Customer, and (b) any misrepresentation or negligent or wrongful act or omission of Customer or of anyone under its control and/or any claims arising from the Customer's promotion or sale or other disposition of the Products after the risk of loss has passed on to the Customer or any of its subcontractors.

8.2 The Supplier shall not be liable – with the exception of intentional acts or omissions or personal injury, death or gross negligence – for any indirect or consequential damages, or loss of profit or revenue.

8.3 The Supplier shall not be under obligation to investigate or to certify the authorization of the Customer to distribute or market the Products at the place of destination and shall accept no responsibility for the misuse or unauthorized use of the Products by the Customer.

8.4 The Supplier shall be entitled to refuse delivery of the Products to the Customer if the government or other authorities in the place of destination impose any restrictions, whether on the transfer of funds or import of products or otherwise which adversely affect the ability of the Parties to perform the Order, in which case the Parties shall settle any outstanding invoices and claims.

9. GENERAL

9.1 Confidentiality. All information supplied by Supplier to Customer and the contents of the Order and any correspondence between the Parties (especially the agreed Supply Price) shall be kept strictly confidential by the Customer and shall not be disclosed to any third party without Supplier's prior

written consent, unless local law requires otherwise. The Customer shall take appropriate steps to ensure that its employees, subcontractors and agents are also bound by confidentiality undertakings with respect to the Products and the terms of the Order and that confidential information is only provided to them insofar as it is essential to enable them to perform their obligations in furtherance of this GTC.

9.2 No Agency. The Customer may not hold itself to be Supplier's agent and may not make or enter into any commitments for or on behalf of the Supplier in any way.

9.3 No Assignment. The Customer shall not assign or transfer any of its rights and obligations arising from the business relationship with the Supplier and pursuant to the Order and the provisions herein without Supplier's prior written consent.

9.4 No Subcontractors. The Customer shall not, without Supplier's prior written consent, appoint any sub-distributor or agent for the sale of Products. The Customer shall, in any event, be wholly responsible for any act or omission of any such person.

9.5 Notices. All notices and communications relating to the Products and Orders shall be sent to order@mediradiopharma.hu and any pharmacovigilance relation communication shall be forwarded to safety@mediradiopharma.hu. All notices sent under this Agreement or in relation thereto shall be in writing (including e-mails), including any communication or emergency calls made over the telephone which shall be followed-up in a written form as soon as practicable.

9.6 Force Majeure. If the performance of any obligation under this GTC is prevented or delayed by a Force Majeure Event, the affected Party shall give a written notice to the other Party thereof, specifying the Force Majeure Event, the manner in which such Force Majeure Event prevents the Party from complying with the terms and conditions herein, the expected duration, and the measures taken by the affected Party to mitigate the ramification thereof. During a Force Majeure Event, the affected Party shall be released from the performance of its obligations hereunder but shall nonetheless use its best efforts to ensure continued performance. If such Force Majeure Event continues for longer than 90 calendar days, then either Party may rescind the Order or be exempted to perform delivery without further legal consequences. In such cases the Customer shall pay the Supplier all Products delivered prior to termination. For avoidance of doubt, the Parties do not regard any global pandemic as a Force Majeure Event.

9.7 Data Protection. The data provided by the Customer is required for the purposes of performing a business arrangement and agreement of the Parties and only those information will be retained by the Supplier which are strictly necessary for said purpose and only to the extent that the applicable law allows. The detailed rules of data protection are available at http://mediradiopharma.com/privacy-policy.

9.8 Entire Agreement. This GTC and the Order contain the entire agreement of the Parties and supersedes any previous agreements whether verbal or written.

9.9 Governing Law and Dispute Resolution. The Parties will endeavor to resolve any dispute amicably, acting in good faith. If the dispute is not resolved by negotiation or mediation, the disputes or claims arising out of or in connection with this GTC and the Order (as the case may be), including disputes relating to its validity, breach, termination or nullity, shall be governed by the laws of Hungary and shall finally be settled under the Rules of Arbitration (Vienna Rules) of the Vienna International Arbitral Centre (VIAC) of the Austrian Federal Economic Chamber by three arbitrators appointed in accordance with the said Rules. The language to be used in the arbitral proceeding shall be English.

9.10 Supplier's Whistleblowing Policy is available **here.**

December 15, 2023 Érd – Hungary