Warsaw, 08.04.2025

PRICE INQUIRY No. NUSI 115/PR101178/2025
conducted in the mode of market research

In connection with the implementation of the project entitled "Development of a universal fast-response platform, based on RNA technology, ensuring the national drug and epidemiological safety" financed from the state budget by the Medical Research Agency, Zakłady Farmaceutyczne Polpharma S.A. asks for an offer for **the provision of services in the field of analytical tests described in detail in point III.**

I. NAME AND ADDRESS OF THE CONTRACTING AUTHORITY

Zakłady Farmaceutyczne Polpharma S.A.
ul. Pelplińska 19
83-200 Starogard Gdański

II. PROCEDURE FOR AWARDING THE CONTRACT

1. This order is not subject to the provisions of the Act of 11 September 2019. Public Procurement Law (i.e. Journal of Laws of 2019, item 2019)
2. The procedure is conducted in the form of market research, in a purposeful and economical manner, in accordance with the following principles:
   1) obtaining the best results from given inputs;
   2) optimal selection of methods and means to achieve the assumed goals;
   3) openness, fair competition and equal treatment of contractors.

III. DESCRIPTION OF THE SUBJECT OF THE PRICE INQUIRY

III.1. The subject of the price inquiry is a research service.
III.2. CPV CODE: 73100000-9 Research and experimentation-development services
III.3. Scope of the price inquiry:

Conducting GMP analyses in the field of testing the content of elemental impurities specified by the Ordering Party (based on the ICH Q3D guideline) in samples of sodium nusinersen using the ICP-MS technique.

The order consists of three stages:

a) sprawdzenie i optymalizacja (jeśli potrzebna) metody dostarczonej przez Zamawiającego,
b) walidacja sprawdzonej metody,
c) przeprowadzenie badań rutynowych z wykorzystaniem walidowanej wcześniej metody.

III.4. Detailed scope of the inquiry

III.4.1. Checking and optimizing the analytical method:

- checking and optimizing (if necessary) the method provided by the Ordering Party on the Agilent 7900 ICP MS or equivalent,

- at this stage, the Ordering Party may provide a maximum of 400mg of a solid sample of Nusinersen sodium.

III.4.2. Analytical method validation:

- delivery by the Bidder of a report on successfully completed validation together with raw data for acceptance by the Ordering Party after the validation of the analytical method,

- at this stage, the Ordering Party may provide a maximum of 2400mg of a solid sample of Nusinersen sodium.

III.4.3. ICP-MS Sample Analysis:

- analysis of samples using the ICP-MS technique in the GMP regime,

- providing a report on the analyses carried out on samples provided by the Ordering Party together with a detailed description of the results,

- at this stage, the Ordering Party may provide a maximum of 150mg of a single solid sample of Nusinersen Sodium.

III.4.4. Deadlines:

Subject of the contract	Appointment Implementation*	Quantity
Checking and optimizing the analytical method	2 weeks	1 method
Validation of the analytical method and preparation of the report	8 weeks	1 method
Sample analysis with the technique ICP-MS	2 weeks	1 attempt

* counted from the date of delivery of the material for testing

III.4.5. Offers with a service implementation time exceeding the time specified in point III.4.4 will be rejected.

III.4.6. The Ordering Party reserves the right to order several times to check, optimize and validate the method, and for each order it will specify the requirements. **The Contracting Authority expects the total number of optimization and validation of methods to be 1, but reserves the right to increase their number during the development of the project.**

III.4.7. The Ordering Party reserves the right to order analyses several times, and for each order it will specify the number of attempts. Samples for testing will be delivered in batches depending on the needs of the Ordering Party. **The Contracting Authority expects the total number of samples to be 9, but reserves the right to increase their number during the development of the project.**

III.4.8. The Contracting Authority shall provide materials for testing in the amount specified in points III.4.1., III.4.2 and III.4.3. Costs of delivery of samples for testing on the part of the Ordering Party.

III.4.9. The costs associated with the analysis are on the Bidder's side.

III.5. The Contracting Authority does not allow the submission of partial or variant offers.

IV. PLACE AND DATE OF IMPLEMENTATION OF THE PRICE INQUIRY

IV.1 Planned date of signing the contract: **April 2025**.
IV.2 The planned duration of the contract is set **at 18 months**, from the moment of signing the contract.
IV.3 Deadline for "checking and optimizing the analytical method" of the Bidder no longer than 2 weeks from the date of delivery of the material for testing by the Ordering Party.
IV.4 Deadline for the "validation of the analytical method and preparation of the report" no longer than 8 weeks, from the date of completion of the optimization.
IV.5 The deadline for the completion of each order for "ICP-MS analysis" is not longer than 2 weeks from the date of delivery of the samples by the Ordering Party to the Bidder's laboratory.
IV.6 The organization and cost of sending samples for testing is the responsibility of the Ordering Party.
IV.7 The Contracting Authority allows partial payments for the execution of individual orders.

V. REQUIREMENTS FROM CONTRACTORS

V.1. Contractors who meet the following conditions may apply for the award of the contract:

V.1.1. Have extensive knowledge and experience of at least 5 years in the field of conducting ICP-MS research.
V.1.2. They are familiar with the ICH Q3D guideline on elemental impurities in medicinal products.
V.1.3. They will accept the confidentiality agreement, the template of which is Appendix No. 3 (the agreement will be concluded with the winner of the tender for the execution of the contract);
V.1.4. Entities with respect to which circumstances occur are excluded from participation in the proceedings:
a) described in Article 7(1) of the Act of 13 April 2022 on special solutions for counteracting support for aggression against Ukraine and for the protection of national security;
b) described in Article 5k of Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine

<u>How the condition is assessed:</u>
The Contracting Authority will consider that the Contractor meets this condition if the Contractor submits a statement on meeting the conditions for participation in the procedure (Appendix No. 2 to the Request for Proposal).

The Contracting Authority reserves the right to verify the fulfillment of the conditions at the bidder's office or to call for the presentation of relevant documentation.

VI. PLACE AND DEADLINE FOR SUBMISSION OF TENDERS

VI.1. Offers should be submitted by the deadline of **18.04.2025.**
- in electronic form (in the form of a scan of a signed document or a document signed electronically) to the following address:: pawel.pieta@polpharma.com

VI.2. Submission of an offer will be considered effective if the complete offer is received by e-mail at the address provided above within the time limit specified in this point.

VI.3. Offers submitted after the deadline will not be considered.

VII. UNDERSTAND HOW PRICING IS CALCULATED

VII.1. How the bid price is calculated: the price should be calculated net and gross.

VII.2. Bids submitted in a currency other than PLN will be converted into PLN at the average exchange rate of the National Bank of Poland (https://www.nbp.pl/) as of the closing date for submission of bids.

VII.3. The price should include all costs related to the preparation and execution of the subject of the inquiry.

VII.4. The price submitted in the offer cannot be changed during the performance of the contract, except for the situations described in point 12.4.

VIII. DESCRIPTION OF THE CRITERIA TO BE FOLLOWED BY THE CONTRACTING AUTHORITY WHEN SELECTING THE TENDER

VIII.1. When evaluating the offers, the Contracting Authority will be guided by the given criteria:
- Total net order price – 100 %

VIII.2. The point evaluation of the offer will be made in accordance with the template:

$$\boldsymbol{O_P = P_C}$$

where:

O_P - Score of the offer

P_C - number of points obtained in the criterion "Total net price of the contract"

Number of points (P_C) criterion "Total net price of the contract" will be calculated according to the formula:

$$P_C = \frac{C_N}{C_B} * 100\ pkt$$

where:

P_C - number of points for the criterion "Total net price of the contract"

C_N - among the offers not rejected, the lowest total net price of the offer

C_B - total net price of the examined offer

For the purpose of evaluation, the offers submitted in a currency other than PLN will be converted into PLN at the average exchange rate of the National Bank of Poland as of the end of the deadline for submission of offers.

VIII.3. The Tenderer can obtain a maximum of 100 points. Calculations will be made with an accuracy of two decimal places.

IX. DESCRIPTION OF HOW TO PREPARE THE OFFER

IX.1. The Bidder should prepare one price offer in accordance with the template of the form constituting Appendix No. 1 to the inquiry.

IX.2. The offer is valid for 90 days from the deadline for submission of offers.

IX.3. The tenderer may change or withdraw its offer before the deadline for submission of tenders.

IX.4. Bidders are obliged to carefully read the information contained in the Price Inquiry.

IX.5. The costs of preparing and delivering the offer are borne by the Contractor.

IX.6. In matters related to this inquiry, please contact the Ordering Party, e-mail: pawel.pieta@polpharma.com

X. THE WAY THE BUYER COMMUNICATES WITH THE SELLERS, CONTACT PERSONS

X.1. In the proceedings, statements, applications, notifications and information shall be provided by the Buyer and the Seller in Polish or English

X.2. All notices, statements, requests and information provided in electronic form shall require immediate confirmation of receipt at the request of each party.

X.3. If the Seller does not confirm receipt of the correspondence, the Buyer presumes that the correspondence sent by the Buyer to the e-mail address provided by the Seller has been delivered to the Buyer in a way that allows him to read its content.

X.4. Correspondence related to this inquiry should be sent to the following e-mail address:: pawel.pieta@polpharma.com

X.5. In correspondence related to this inquiry, the Seller should use the procedure number**:** **NUSI 115/PR101178/2025**

X.6. The person authorized to communicate with the Seller is Mr. Paweł Pięta.

X.7. No oral or telephone information, explanations or answers to inquiries addressed to the Buyer are provided.

X.8. Any questions regarding this inquiry should be submitted by e-mail to the address indicated above no later than 3 days before the deadline for submitting offers.

X.9. Answers to questions and further details of Inquiries resulting from questions from potential Sellers will be sent to the entity that sent the question.

XI. PROCEDURE FOR EVALUATING OFFERS AND ANNOUNCING RESULTS

XI.1. In the course of the examination and evaluation of the offers, the Buyer may demand from the Seller additions (if it does not violate the competition) and explanations regarding the content of the submitted offers. He may also ask for the correction of obvious mistakes and accounting errors.

XI.2. The Buyer reserves the right to check the credibility of the documents, statements, lists, data and information presented by the Sellers in the course of the evaluation of the offer.

XI.3. If two or more Sellers obtain the same number of points, the offer that is most advantageous in terms of environmental and climate impact will be selected. For this purpose, the Buyer has the right to call on the Bidders whose bids received the highest final number of points to supplement the offer by providing information indicated by the Buyer regarding the environmental impact of the subject of the offer.

XI.4. **The Ordering Party reserves the right to negotiate offers** with the bidder whose offer receives the highest number of points, in particular if the price offered by the Bidder exceeds the budget allocated by the Ordering Party for the performance of the order.

XII. AMENDMENT OF THE AGREEMENT

12.1. The Ordering Party reserves the **right to make significant changes to the provisions of the Contract** for the services offered in relation to the content of the offer on the basis of which the Contractor was selected, in the following scope and situations:

12.1.1. changes in the law, to the extent affecting the performance of the Agreement (in particular changes in VAT rates);

12.1.2. improvement of the technical parameters of the subject of the Agreement, resulting from the update of solutions due to technological progress, without affecting the gross lump sum price

12.1.3. extension of the deadline for the performance of the Contract as a result of the need to perform additional works, the performance of which is necessary for the proper performance of the Contract, and the performance of which the Ordering Party, acting with due diligence, could not have foreseen in advance, subject to point 12.1.6 below;

12.1.4. extension of the deadline for the performance of the Agreement as a result of force majeure with all consequences occurring in connection with the extension of this deadline;

12.1.5. changes in the parameters of the subject of the Contract, not leading to a change in the nature of the Contract - technological changes, in particular: the need to perform the Contract with the use of other technical/technological and material solutions than those indicated in the Request for Proposal, in a situation where the application of the provided solutions would threaten non-performance or defective performance of the Contract, subject to subsection 1000. 12.1.7. below;

12.1.6. the changes apply to the performance of additional supplies or services of the Contractor, not covered by the Contract, provided that they have become necessary and the following conditions have been met jointly:
- the change of the Contractor cannot be made for economic or technical reasons, in particular those related to the interchangeability or interoperability of equipment, services or installations ordered under the basic subject of the Contract,
- change of the Contractor would cause a significant inconvenience or a significant increase in costs for the Ordering Party,

- the net value of each subsequent amendment does not exceed 50% of the net value of the original subject of the Agreement;

12.1.7. the change does not lead to a change in the nature of the Agreement and the following conditions have been met jointly:
- the need to amend the Contract is caused by circumstances that the Ordering Party, acting with due diligence, could not have foreseen,

- the value of the change does not exceed 50% of the net value of the original subject of the Agreement;

12.1.8. The contractor is to be replaced by a new contractor:

- as a result of a merger, division, transformation, bankruptcy, restructuring or acquisition of the Contractor or its enterprise, provided that the new Contractor meets the conditions for participation in the procedure, there are no grounds for exclusion against it and this does not entail other significant changes to the Contract,
- as a result of the Employer taking over the Contractor's obligations towards its subcontractors.

12.2. The Ordering Party also provides for the **possibility of making non-material changes to the provisions of the concluded Contract** in relation to the content of the offer on the basis of which the Contractor was selected.

12.3. Amendments to the Agreement will be introduced in the form of annexes signed by both Parties, and the possibility of their introduction depends on the acceptance by the Ordering Party.

12.4 **The Ordering Party provides for the possibility of changing the Contractor**'s remuneration depending on the:

- amendments to the acts governing the rates of value added tax and excise duty, the amount of the minimum remuneration for work and the amount of the minimum hourly rate, the rules for being subject to and the rates of social security or health insurance contributions and the rules for collecting and the amount of contributions to employee capital plans; whereby the change in remuneration will only apply to payments that have not yet been made on the date of the amendment of the contract,

- changes in the prices of materials or costs affecting the remuneration of the Contractor, and the method of determining the change will take place before placing the order/signing the contract with the Contractor.

The increase in remuneration may occur due to increased costs of contract performance, resulting from a possible unfavorable increase in the level of electricity prices, according to the average annual consumer price index of energy carriers announced by the President of the Central Statistical Office.

Indexation of remuneration requires the presentation of a justification to the Contracting Authority along with an indication of objective evidence, calculations confirming the increase in the above-mentioned costs and cannot be carried out more often than once a year. The indexation requires the consent of the Ordering Party and will be introduced in the form of an annex to the Agreement/Order. The parties will proceed to renegotiate the amount of remuneration specified in the agreement, while the target change in remuneration **may not exceed 5% in relation to the base price included in the offer.** A change in the remuneration will require the conclusion of an annex, and the lack of agreement on this subject may be the basis for termination of the contract by the Contractor.

XIII. OTHER INFORMATION

XIII.1. The Tenderer bears all costs related to the preparation and submission of the offer.

XIII.2. Until the deadline for submitting offers, the Ordering Party reserves the right to change or supplement the content of this price inquiry.

XIV. LIST OF ATTACHMENTS

The attachments to this Price Inquiry are the following documents:

Attachment designation	Attachment Name
Appendix No. 1	Price form template
Appendix No. 2	Template of the statement on meeting the conditions set out in the price inquiry
Appendix No. 3	Confidentiality agreement template

Attachment No. 1 to the Price Inquiry No. ***NUSI 115/PR101178/2025***

PRICE FORM

Bidder:

Full name (company) or full name	
Registered office/place of residence/address of the principal place of business	
E-mail address to which the Ordering Party should send correspondence related to the price inquiry	
NIP	
REGON	
Telephone	
Contact person with the Ordering Party	

We offer the performance of the subject of the order in the field of ***providing research services*** in accordance with the requirements of the Price Inquiry:

Subject of the price inquiry	**Pricing scope**	Total net worth PLN**	VAT rate (%)	Total gross value of PLN**
Performing GMP analyses in the field of elemental contamination testing using the ICP-MS method	1. Checking and optimizing the analytical method			
	2. Analytical method validation			
	3. Routine analysis of samples using the ICP-MS technique (price for 1 sample)			

** if the currency is different, please enter the appropriate

Order completion date:

Subject of the contract	Quantity	Deadline Implementation in weeks
Checking and optimizing the analytical method	1 method	
Validation of the analytical method and preparation of the report	1 method	
ICP-MS Sample Analysis	1 attempt	

At the same time, we declare that:

a. we have read the Price Inquiry with attachments and we do not raise any objections and we have obtained the necessary information to prepare the offer,

b. the price includes a lump-sum remuneration for all obligations of the future Contractor, necessary to complete the subject of the Price Inquiry,

c. we consider ourselves bound by this offer for a period of 90 calendar days from the expiry of the deadline for submission of offers,

d. by submitting this offer, we declare that we meet the conditions of participation specified in point V of the price inquiry.

e. There are no circumstances against us:

- described in Article 7(1) of the Act of 13 April 2022 on special solutions for counteracting support for aggression against Ukraine and for the protection of national security;
- described in Article 5k of Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine

f. The payment term for the invoice is a minimum of 30 days.

…… (City and date)

…… (signature of the person(s) authorized to represent)

Attachment No. 2 to the Price Inquiry No. ***NUSI 115/PR101178/2025***

DECLARATION OF MEETING THE CONDITIONS SET OUT IN THE PRICE INQUIRY

…… *(name of the tenderer)*

declares that it meets the conditions set out in the request for proposal in the following scope:

i. We have extensive knowledge and experience of at least 5 years in conducting ICP-MS research.
ii. We are familiar with the ICH Q3D guideline on elemental impurities in medicinal products.
iii. After all work is completed, we will deliver:
    a. Analytical method validation report with raw data.
    b. Report containing the GMP results of the tested samples with conclusions and raw data.

…… (City and date)

…… (signature of the person(s) authorized to represent)

Attachment No. 3 to the Price Inquiry No. ***NUSI 115/PR101178/2025***

Non-disclosure Agreement

Date from which the Agreement enters into force: [●]

PARTIES:

	POLPHARMA	COUNTERPARTY
Company's name:	**ZAKŁADY FARMACEUTYCZNE "POLPHARMA" SPÓŁKA AKCYJNA**	
Address:	Pelplińska Street 19, 83-200 Starogard Gdański	
A		Please complete only part A, if the Counterparty is a company registered in a company register
Name of the court or relevant register:	District Court for Gdańsk Północ in Gdańsk, 7th Commercial Division of the National Court Register	
Register number:	0000127044	
Tax identification number:	5920202822	
Statistical identification number:	190929369	
Share capital* *if applicable	100 207 830,00 zlotys, paid in full	
Represented by*: *name, surname and function		
Contact persons:	Name: [●] Email: [●] Phone number [●]	Name: [●] Email: [●] Phone number [●]

B		Please complete part B if the Counterparty is a natural person or a sole entrepreneur
Name and surname / Name of the enterprise:		
Address:		
Personal identity number:		
Tax identification number:		
Statistical identification number:		
Represented by*: *name, surname and function		
Contact persons:	Name: [●] Email: [●] Phone number [●]	Name: [●] Email: [●] Phone number [●]

1. PURPOSE

In connection with _____ (the "**Purpose**"), the Parties will share Confidential Information with each other.

2. CONFIDENTIAL INFORMATION

2.1. "**Confidential Information**" shall mean any information disclosed by, or on behalf of, one Party (the "**Discloser**") to another Party (the "**Receiver**") in connection with the performance of the Purpose. Confidential Information is in particular information:

2.1.1. regarding the Purpose, conclusion of the Agreement and its content,
2.1.2. regarding the Party's enterprise or business activity, in particular, constituting its Trade Secret,
2.1.3. of an economic, financial, commercial, marketing, scientific, technical, technological, administrative, organizational, know-how, personal (including contact information: email addresses, phone numbers, etc.), planning or strategic nature.

"**Trade secret**" is defined by the Law on Combating Unfair Competition of April 16, 1993. According to Article 11 (2), a business secret is:

- technical, technological, organizational information of the enterprise or other information of economic value,
- which, either as a whole or in a particular compilation and collection of their elements, are not generally known to, or not readily available to, persons normally dealing with this type of information,
- as long as the person entitled to use or dispose of the information has taken steps, with due diligence, to keep it confidential.

The law and its definition may change - the current definition always applies.

2.2. The form in which the Confidential Information will be disclosed is irrelevant to its confidential nature.

2.3. **Access to Confidential Information** may be granted only to:

2.3.1. employees and associates of the Parties,
2.3.2. Affiliates of the Parties,
2.3.3. advisors/consultants, lawyers and tax advisors,

to whom disclosure of Confidential Information is necessary in connection with the implementation of the Purpose and who are obliged to maintain confidentiality to the same extent as specified for the Parties in the Agreement.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party. For these purposes, "control" refers to: (i) the possession, directly or indirectly, of the power to manage the management or policies of the entity, whether through ownership of voting shares, by contract or otherwise, or (ii) the possession, directly or indirectly, of thirty percent or more of the voting shares.

2.4. The Receiver shall be liable for the acts and omissions of the entities listed in Section 2.3 as for its own acts and omissions.

2.5. If the Receiver is required to disclose Confidential Information in accordance with applicable regulations, the Receiver shall promptly notify the Discloser and shall disclose the Confidential Information only to the extent necessary. It shall also use its best efforts to minimize the damage that the Discloser may suffer as a result of the disclosure.

2.6. Confidential Information shall not be information that **without breach of the Agreement**:

2.6.1. are publicly available,
2.6.2. the Receiver has lawfully obtained independently of the Discloser.

3. DUTIES

3.1. The Parties shall:
3.1.1. use Confidential Information solely for the realization of the Purpose,
3.1.2. not publish, share or disclose the Confidential Information without the prior consent of the Discloser (in which the Discloser may reserve the terms of disclosure),
3.1.3. exercise due diligence to safeguard Confidential Information from disclosure,
3.1.4. immediately inform each other of violations of the Agreement.

3.2. If the Parties decide not to pursue the realization of the Purpose, the Receiver shall immediately cease using the Confidential Information. In such event, the Receiver shall return to the Discloser or, at the Discloser's request, destroy the Confidential Information. The Receiver may retain appropriately secured Confidential Information if its retention is necessary:
3.2.1. for technical and archival reasons (e.g. backups and e-mail archives),
3.2.2. to secure the interests of the Parties (performance of legal and regulatory obligations, audit, court proceedings, pursuing claims from the other Party).

4. PERSONAL DATA

4.1. In connection with the conclusion of the Agreement, the Parties, as controllers of personal data, will make personal data of the following persons available to each other:
4.1.1. representatives signing the Agreement,
4.1.2. employees or associates of the Parties involved in the performance of the Agreement.
4.2. When fulfilling the information obligation, the Parties shall communicate to each other the content of information clauses, undertake to inform the above-mentioned persons of the processing of their personal data and to communicate to them the content of the information clause of the other Party. Polpharma's information clause is included in **Appendix No. 1** to the Agreement. The Counterparty's information clause is included in ……..
4.3. If, in order to perform the Agreement, it is necessary to entrust the processing of personal data, the Parties shall conclude an appropriate agreement in this regard, which will constitute an appendix to this Agreement.

5. TERM OF THE AGREEMENT

5.1. The Agreement**:**
5.1.1. is valid for 5 (five) years from the date of its entry into force or 5 (five) years from the achievement of the Purpose or termination of legal relations between the Parties as a result of the achievement of the Purpose - whichever is later,
5.1.2. may be terminated before the end of the term only by agreement of the Parties.

6. EXCLUSIVITY OF RIGHTS

6.1. Confidential Information and the materials that are their carriers remain the property of the Discloser and, at its request, the Recipient is obliged to return them.
6.2. Disclosure of Confidential Information will not be considered as granting any intellectual property rights. Especially:
6.2.1. shall not be treated as granting a license or authorization to exercise derivative rights to the **Works**;
6.2.2. shall not be equivalent to granting rights to any **Inventive Projects**, as well as any rights to patents relating thereto.

"**Work**" is defined by the Act on Copyright and Related Rights of February 4, 1994. Pursuant to Art. 1 sec. 1, the subject of copyright is any manifestation of creative activity of an individual nature, established in any form, regardless of the value, purpose and manner of expression.

The "**Inventive project**" is defined by the Industrial Property Law of June 30, 2000. Pursuant to Art. 3 sec. 1 point 6, when referring to Inventive Projects, it means inventions, utility models, industrial designs, topographies of integrated circuits and rationalization projects.

The laws and the definition may change - the current definition always applies.

7. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

7.1. This Agreement shall be exclusively governed by and construed in accordance with the substantive laws of **Poland**, excluding its conflict of laws principles and excluding the UN Convention on Contracts for the International Sale of Goods.

7.2. Any dispute arising out of or in relation to this Agreement, including regarding the validity, breach, or termination thereof, shall be resolved by arbitration in accordance with the **Swiss Rules of International Arbitration of the Swiss Arbitration Centre** in force on the date on which the Notice of Arbitration is submitted in accordance with those Rules.

7.3. The number of arbitrators shall be 1 (one) where the amount in dispute does not exceed 1 000 000 (one million) euro. Where the amount in dispute exceeds 1 000 000 (one million) euro the number of arbitrators shall be 3 (three). The amount in dispute includes the claims made in the Request for Arbitration and any counterclaims made in the Answer to the Request for Arbitration.

7.4. The language of jurisdiction (including documents) will be English.

7.5. The decision of the Arbitral Tribunal shall be final, and the Parties waive all challenge of the award in accordance with Art. 192 Private International Law Statute.

7.6. The Place of arbitration will be Zurich, Switzerland.

8. SANCTIONS

8.1. The Parties declare that as of the date of entering into the Agreement, the Parties, members of their bodies, and (to the best of their knowledge) employees of the Parties are not subject to sanctions imposed by the European Union, the Republic of Poland, the United States of America, or the United Kingdom.

9. FINAL PROVISIONS

9.1. For ongoing communication related to the execution of the Agreement, contact persons are indicated in the table with the description of the Parties.

9.2. Each Party may transfer the rights and obligations under this Agreement to a third party only with the prior consent of the other Party.

9.3. Notifications and consents required under the Agreement as well as amendments to the Agreement may be made by the Parties only:

9.3.1. electronically - using qualified electronic signatures or electronic signatures submitted online, using a tool selected by both Parties (e.g. DocuSign) or

9.3.2. in writing - using handwritten signatures.

Notices, consents and amendments made in any form other than those indicated above will be null and void.

9.4. If the Agreement is signed by hand, it will be drawn up in the number of copies corresponding to the number of Parties. If electronic signatures are used, each copy of the Agreement will be its original.

/ signatures of the Parties /

Appendix No. 1 to the Agreement - POLPHARMA Information Clause

Information on the processing of your personal data by Polpharma:

- Your personal data controller is Zakłady Farmaceutyczne Polpharma S.A. with its registered office in Starogard Gdański, at Pelplińska Street 19, 83-200 Starogard Gdański, entered in the Register of Entrepreneurs kept by the District Court for Gdańsk-Północ in Gdańsk, 7th Commercial Division of the National Court Register, KRS No.: 0000127044, Tax ID No. (NIP): 5920202822 ("Polpharma").
- Your personal data will be processed for the following purposes:
  - performance of the agreement;
  - making tax settlements and keeping accounting records;
  - defending, establishing or asserting any potential claims between us and you;
  - creation of anonymised statistical data for the purposes of the Transparency Report;
- You have the right to:
  - access your personal data,
  - request their rectification,
  - request their removal,
  - request restriction or objection to their processing,
  - request data portability,
  - lodge a complaint against unlawful processing of personal data with the President of the Personal Data Protection Office.
- You can obtain full information on the processing of personal data at: https://polpharma.pl/en/clauses/ , by scanning the following QR code, by calling: +48 22 309 51 56, or it can be provided to you for inspection by Polpharma Commercial Representative.