I confirm that the copy corresponds to the original.
Baltic Exposervice SIA
Member of the board Andrejs Grinovs

CONTRACT STANDALONE

between

DFE Pharma GmbH & Co. KG

and

Baltic Exposervice Ltd.

Table of contents

CONTRACT STANDALONE

BETWEEN:

(1) **DFE Pharma GmbH & Co. KG** , a company with its registered seat at Kleverstr. 187 47574, Goch, Germany , hereinafter referred to as "**DFE PHARMA**";
and

(2) **Baltic Exposervice Ltd.** , a company with its registered seat at Dzirnavu 31-25 Riga, Latvia, LV-1010, hereinafter referred to as "**SUPPLIER**";

WHEREAS:

A. DFE PHARMA and its Affiliates are engaged in the business of the production, marketing, sale and distribution of excipients;
B. SUPPLIER is engaged in the business of offering services in the market of exhibitions;
C. DFE PHARMA shall receive service from SUPPLIER, and SUPPLIER has agreed to construct and manage trade show booth for the event of CPhI 2024 for DFE PHARMA, following the rules established by the Organizer CPhI 2024, including contractor guide as provided by CPhI.

DFE PHARMA and SUPPLIER wish to enter into this Contract.

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 The terms written with an initial capital in this Contract shall have the meaning as defined in **Schedule (1)**, except where, based on the context, another meaning is the only reasonable interpretation.
1.2 The rules of construction and interpretation set out in **Schedule (1)** shall apply to this Contract.

2. CONTRACT STRUCTURE

2.1 This Contract forms the structure under which DFE PHARMA and/or its Affiliates can submit Purchase Orders to SUPPLIER. A Purchase Order will be governed by the terms set out in this Contract and the relevant Purchase Order, following all the rules established by the Organizer CPhI 2024, including contractor guide as provided by CPhI. In case of conflict between the Contract and a Purchase Order, the provisions of the Contract shall prevail.
2.2 Any reference by any Party to general terms and conditions, for example in an invoice, shall be without any effect whether such references are made orally or in writing.
2.3 The SUPPLIER acknowledges that, in entering into this Contract, no form of exclusivity has been granted by DFE PHARMA for the Services from the SUPPLIER and that DFE PHARMA is at all times entitled to enter into other contracts with other providers for the provision of services, which, in their material aspects, are similar or identical to the Services.
2.4 In the event of a conflict or inconsistency between the body of this Contract and a Schedule, the order of precedence shall be: (i) body of this Contract, and (ii) the Schedules, in the order in which they are attached to this Contract.

3. COMMERCIAL TERMS

3.1 The Goods or Services purchased under this Contract shall be stated in **Schedule (2)** together with the Fees, applicable to such Services, the standard maximum lead times from the date of issuance of the Purchase Order, the territory where the Services shall be provided and any applicable service levels.

3.2 The Parties have agreed that, on behalf of DFE PHARMA and on the basis of this Contract, the SUPPLIER shall provide the Services to the extent and for the price specified in Appendix (2), and DFE PHARMA shall ensure payment on time.

4. AGREED LEAD TIMES

4.1 The parties have agreed on the following project schedule: The official CPhI event will take place in Milan (Italy) and starts on 08th of October 2024 and will end the 10th of October 2024.

Description	**Date**	**Remarks**
a. Signed contract	Effective from date signed	
b. Finalize/approved Graphic works	09.08.2024	Confirmation to be sent to Project Manager – DFE Pharma
c. Dispatch of the booth and furniture from Supplier location	09.09.2024	Confirmation to be sent to Project Manager – DFE Pharma
d. Set-up of the Booth by Supplier at CPHI 2024, Milan	04.10.2024	Supplier to finish stand construction and set up completely as per the CPHI 2024 guideline, including the removal of all stand materials out of the hall and loading bay latest by 06.10.2024 22:00hrs (to allow some time if needed to any amends after DFE Pharma checking);
e. Dressing and exhibit setup	07.10.2024	Initial cleaning and hand over; Connect and confirm electricity and water supply: latest by 07.10.2024 at 18.00hrs (to allow some time if needed to any amends after DFE Pharma checking); stand dressing and exhibit setup to be completed by 18:00hrs. No stand build, freight will be permitted as per the new CPHI rules.
f. Booth dismantling after official end of CPHI 2024 by Supplier	Latest 12.10.2024 or as per CPHI guideline	Including removal of all stand material, carpet tape, packaging and waste from halls, disconnecting of all infrastructure like water, electricity etc. Any Late working for dismantling after deadlines from CPHI will be the responsibility of the supplier and not charged towards DFE

4.2 Every delay of the above mentioned time lines shall be reported to the DFE Project Manager as soon as SUPPLIER has knowledge of it.

4.3 Supplier guarantees the completion of the work as described in the above milestone plan by 7th of

October 2024, 18:00hr.

4.4 If SUPPLIER does not meet the aforementioned completion dates for any reason other than an event of force majeure, DFE Pharma is entitled to claim from the SUPPLIER, liquidated damages at the following amounts:

5 % of the Contract Price for every full week of delay.

Any claim for liquidated damages hereunder shall not relieve SUPPLIER from the obligation to complete the Work, or from any other duties, obligations or responsibilities which DFE Pharma may have under the Agreement.

4.5 Project Managers:

Each Party hereby appoints the following project managers authorized to give and receive declarations concerning technical or organisational issues arising in the context of performance of the Work:

For DFE Pharma:

Project Manager – Jessica Bodoutchian

Email: jessica.bodoutchian@dfepharma.com

Phone: +34 650 62 89 61

Event Planner – Jawed Taiman

Email: jawed.taiman@dfepharma.com

Project Support – Prithvik Prasad

Email: prithvik.prasad@dfepharma.com

Phone - +49 1705876383

For SUPPLIER:

Project Manager: Nikolay Grinyov

Email: ng@baltexpo.lv

Phone: +371 25808124

5. FEES AND PAYMENT

5.1 The Fees shall be fixed.

The total amount of the Services includes all fees and the description of the Services as specified in Appendix 2 and shall be invoiced in accordance with the following payment schedule:

a) 30% upon signing of contract
b) 50% - 1 month before dispatch of produced materials (latest 10th September, 2024) for DFE Pharma
c) 20% including extra costs after the end of the exhibition

5.2 Payment term: the payment term shall be within 14 days from receiving invoice.

The invoices should be sent to : finance@dfepharma.com

6. WARRANTIES ON SERVICES

6.1 SUPPLIER represents and Warrants to DFE PHARMA that:

a) all Services are suitable for the purpose for which the Contract was concluded and compliant with the reasonable expectations of DFE PHARMA;
b) Services strictly comply with the Service Levels and all other agreed requirements;
c) all Services shall be in strict compliance with all applicable laws and/or applicable self-regulatory rules, inter alia in regard to quality, heath, safety, the environment and advertising;
d) all Services shall be compliant with all relevant and applicable policies (including the **Schedule (3)**, Specifications, procedures and corporate social responsibility rules DFE PHARMA has enacted);
e) all Services shall be performed in a workmanlike and professional manner, commercially diligent basis, in accordance with the generally accepted industry and professional standards, procedures and practices, to the reasonable satisfaction of DFE PHARMA, and are performed using material free from Defects.

6.2 In the event of any failure to meet the Warranties described above under Clause 8.1, at DFE PHARMA's request and without limiting the other (statutory) remedies available to DFE PHARMA or any of SUPPLIER's obligations pursuant to this Contract, SUPPLIER shall:

a) re-perform the Services without additional charge to DFE PHARMA or, at DFE PHARMA's option,
b) refund to DFE PHARMA the amount paid for such Services.

7. ENGAGING THIRD PARTIES

Except as otherwise provided herein, SUPPLIER shall not assign, delegate or subcontract to a third party the performance of this Contract or any part hereof without the prior written consent of the other Party.

GENERIC CLAUSES

8. QUALITY ASSURANCE

8.1 SUPPLIER acknowledges that DFE PHARMA shall not perform a full check on incoming Goods against the agreed Specifications. Any Apparent Defect will be notified to SUPPLIER as soon as reasonably possible from their discovery. Failure to give SUPPLIER timely notice shall never constitute a waiver of such claims by DFE PHARMA.

8.2 In case of non-compliance, SUPPLIER shall immediately take remedial measures as requested by DFE PHARMA. If no remedial action is taken or, as the case may be, DFE PHARMA judges the non-compliance, DFE PHARMA may, at its sole discretion, suspend or Terminate this Contract in whole or in part, with immediate effect without judicial intervention by giving written notice to the other and without any financial obligation towards SUPPLIER.

9. SAFETY AND ON-SITE INSTRUCTIONS

9.1 If, for the delivery of the Services, SUPPLIER will be present at one of the locations of DFE PHARMA, SUPPLIER shall at all times adhere to the applicable hygiene and safety rules on the location of DFE PHARMA. SUPPLIERs must train all their employees with respect to the '7 Life-Saving Rules' who will be present at a DFE PHARMA location and adhere to the safety compliance statement attached as **Schedule (4)**. For clarification purposes, this Clause shall not be understood or interpreted that DFE PHARMA is responsible for the safety of SUPPLIER or its employees, which is the responsibility of the SUPPLIER.

10. OTHER WARRANTIES

10.1 The Warranties contained in this Contract are not exhaustive and shall not be deemed to exclude any Warranties set by law, SUPPLIER's standard Warranties or other rights or Warranties which DFE PHARMA may be entitled to. These Warranties shall survive any delivery, inspection, provision, acceptance and Payment of the Services and shall extend to DFE PHARMA.

11. LIABILITY

11.1 Neither Party shall be liable to the other Party for Indirect Damages, unless explicitly mentioned otherwise under this Contract.

12. INDEMNITY

12.1 SUPPLIER shall indemnify DFE PHARMA and its Affiliates against all claims, losses, Damages and expenses of whatsoever kind or nature, which may be asserted against or be incurred by DFE PHARMA or any Third Party, including (but not limited to) those resulting from injuries to any person or damage to any property, arising from or in connection with (i) any act, omission or failure to act of the SUPPLIER (or anyone acting under its direction or control or on its behalf), (ii) any imperfection or Defect in the Services, or (iii) any breach of any of the provisions of the Contract by the SUPPLIER (or anyone acting under its direction or control or on its behalf). SUPPLIER indemnifies DFE PHARMA against any action by Third Parties based on the claim that any one or more of the Services delivered by SUPPLIER constitutes an infringement of their Intellectual Property rights and/or any other (property) rights in respect of the Services. The SUPPLIER shall be liable for full reimbursement of all costs and damages that the DFE PHARMA might incur as a result of claims by Third Parties based on any right referred to above.This indemnification is unlimited and is therefore not limited by Clause 16.

13. INSURANCE

13.1 SUPPLIER shall obtain and maintain a policy of insurance giving coverage in respect of its obligations and risks under this Contract.

13.2 Upon DFE PHARMA's written request, SUPPLIER shall provide DFE PHARMA with the certificate(s) evidencing such cover.

14. CONFIDENTIAL INFORMATION AND KNOW HOW

14.1 SUPPLIER shall keep confidential all Confidential Information and shall not disclose or publish anything with regard to such matters without the prior written permission of DFE PHARMA.

14.2 SUPPLIER shall not make any announcements to Third Parties, in particular to the consumer and trade press, about DFE PHARMA, the existence or contents of the relationship with DFE PHARMA or the activities undertaken or to be undertaken by SUPPLIER for DFE PHARMA, unless prior written consent has been obtained from DFE PHARMA. SUPPLIER shall not use any of DFE PHARMA's proprietary items, such as Trade Secrets, market reports, trademarks or DFE PHARMA's name, for any other purpose than authorized in this Contract. In particular, SUPPLIER shall not use such proprietary items in order to promote its own business on web sites, in flyers or brochures and trade fairs.

14.3 SUPPLIER shall impose obligations that are no less stringent than the obligations imposed on it by Clause 19, on its employees or Third Parties that it has engaged for the performance of the Contract. SUPPLIER guarantees that these employees or Third Parties, as the case may be, will not act in breach of the obligation of secrecy and the prohibition on publication.

14.4 The confidentiality obligation and the prohibitions (on publication) referred to in this Clause shall continue to be in force following the Termination of the Contract and shall apply for 5 years from the date of disclosure.

15. INTELLECTUAL PROPERTY RIGHTS

15.1 DFE PHARMA shall be the owner of all plans, data, drawings, documents, designs, studies, software, inventions, work and the like developed for or created specifically by the SUPPLIER for DFE PHARMA pursuant to this Contract (jointly referred to as *New IP*), only if DFE PHARMA meets its payment obligations and there are no outstanding disputes or disagreements between the parties. Subject to the above conditions SUPPLIER shall effect and give its full cooperation to an irrevocable transfer of New IP to DFE PHARMA free and clear of any encumbrances and shall execute all documents and take all actions necessary to do so.

15.2 Each Party shall at all times remain the owner of all Intellectual Property rights owned by it prior to entering into this Contract or created outside the scope of and independently of this Contract (jointly referred to as *Existing IP*), and none of the Parties transfers, by operation of this Contract, to the other Party (or to any other party, for that matter) any Existing IP.

15.3 However, in case Existing IP is incorporated in New IP, observing the provisions of paragraph 19.1. SUPPLIER shall procure that DFE PHARMA shall have a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable and freely transferable right to use such Existing IP for the purpose of using the New IP.

15.4 All drawings or materials provided to SUPPLIER by DFE PHARMA are the property of DFE PHARMA and may at all times be claimed by DFE PHARMA without notice. SUPPLIER shall administer all these drawings and materials and keep them in good condition at its own expense and risk. SUPPLIER shall not use them for, or allow them to be used by Third Parties, except with DFE PHARMA's prior written consent.

15.5 SUPPLIER is not entitled to make use of or refer to any trademark, trade name, domain name, patent, design, copyright, or other Intellectual Property right of DFE PHARMA or any other company of the

DFE PHARMA Group without having obtained the prior written consent of DFE PHARMA. Any authorized use shall be strictly in accordance with the instructions of and for the purposes specified by DFE PHARMA.

16. BUSINESS PRACTICES PRINCIPLES

SUPPLIER agrees to adhere to all applicable law, regulations and the DFE PHARMA's business practices ("Business Practices") as may be periodically and at DFE PHARMA's sole discretion. The Business Practices applicable per the Effective Date are attached in **Schedule (3)** of this Contract.

17. FORCE MAJEURE

17.1 If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, explosion, epidemics, pandemic restrictions (COVID-19), quarantine restriction, strikers lockout or act of God (hereinafter referred to as Events) and the respective party provided notice of happening of any such eventuality within 5 business days from the occurrence thereof, neither party shall have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries have been so resumed or not shall be final and conclusive. For the avoidance of doubt, it is hereby clarified that a cancellation of the CPhI due to any of the above stated reasons shall constitute an Event for DFE PHARMA allowing DFE PHARMA to also terminate the Agreement being subject to the ITT

18. MISCELLANEOUS

18.1 Except as otherwise provided herein, SUPPLIER shall not, but DFE PHARMA may assign, delegate or subcontract to a Third Party the performance of this Contract or any part hereof without the prior written consent of the other Party, only if DFE PHARMA has fulfilled all of its payment obligations and there are no outstanding disputes or disagreements between the parties.

18.2 The invalidity, illegality or unenforceability of any provision of this Contract, shall not affect the other provisions and the Contract shall be given effect as if the invalid, illegal or unenforceable provision had been deleted.

18.3 No variation of this Contract shall be effective unless it is made in writing, refers specifically to this Contract and is signed by both of the Parties.

18.4 No waiver of any term, provision or condition of this Contract shall be effective, except where it is clearly made in writing and signed by the waiving Party. No waiver of any particular breach of this Contract shall be held to be a waiver of any other or subsequent breach.

18.5 All obligations and rights, which by their nature extend past expiration or Termination of this Contract, including - but not limited to - the obligations and rights set out in Clause 19, 21, 22, and this Clause 27.5, will survive the Termination or expiration of this Contract, and continue to be in full force and effect.

18.6 DFE PHARMA and SUPPLIER acknowledge that this Contract (including any schedules) sets forth the entire understanding between the Parties with respect to the matters contemplated thereby. Any and all prior oral and written agreements and understandings between the Parties with respect to the matters set forth herein are hereby superseded. This Contract shall not be modified or altered, except by an instrument duly signed by the Parties.

18.7 SUPPLIER shall not suspend the provision of any part of the Services (unless requested by DFE

PHARMA) where DFE PHARMA is reasonably disputing any amount due to SUPPLIER.

19. TERM AND TERMINATION

19.1 This Contract shall come into full force and effect upon the date of mutual signature hereof and shall remain in full force until the services are completed.

19.2 DFE Pharma has the right to continue with this contract once the SUPPLIER shall provide a competitive estimate for CPhI 2025 no later than 6 months after CPhI 2024. DFE PHARMA, in its sole discretion will evaluate and notify SUPPLIER. Only after written confirmation of DFE Pharma, the contract will be extended.

19.3 The Contract may be terminated for any or no reason, by DFE PHARMA by giving 2 months' prior written notice or by SUPPLIER.

19.4 Without prejudice to any remedy which one Party may have against the other, either Party may terminate the Contract in whole or in part, with immediate effect without judicial intervention by giving written notice to the other:

a) in the event the other Party has committed a serious breach of any of its obligations under this Contract, and has failed to remedy the same within a period of 10 calendar days after it has been notified of said breach, unless this breach by its nature cannot be remedied in which case the Contract can be Terminated with immediate effect;
b) if the other Party becomes the subject of proceedings in bankruptcy or under insolvency laws or for receivership, liquidation (voluntary or otherwise), or dissolution;
c) if the other Party for a period of 5 calendar days shall be prevented from performing any obligations under this Contract by a cause of Force Majeure.

19.5 If DFE PHARMA exercises its right to terminate, SUPPLIER's rights under this Contract shall cease to exist and cannot be enforced. SUPPLIER shall not have any rights to any compensation or any other rights in relation to the termination.

19.6 In the event of termination of this Contract, existing Purchase Orders and payment for the service shall be fulfilled in a (legally) satisfactory manner to both SUPPLIER and DFE PHARMA, unless otherwise agreed upon between SUPPLIER and DFE PHARMA.

19.7 Termination or expiration of the Contract does not relieve the Parties thereto from those obligations, which by their nature continue to be effective, including but not limited to the Clauses on confidentiality, privacy and data protection, liability, intellectual property rights and Warranties.

20. CONTINUITY

20.1 Upon Termination of the Contract, for whatever reason, SUPPLIER shall provide all assistance reasonably required to facilitate the provision of the Services to DFE PHARMA or a successor SUPPLIER nominated by DFE PHARMA. The obligations in respect of such assistance shall be in addition to and not in substitution for the other obligations under this Contract. SUPPLIER shall perform this assistance at its own cost and expense.

20.2 Upon Termination of the Contract, DFE PHARMA or any successor SUPPLIER shall be entitled to receive and have access to all other information as may be reasonably required for DFE PHARMA or a successor SUPPLIER to continue the provision of Services.

21. NOTICE

21.1 Any notice [or other communication] required to be given under this Contract shall be in writing and shall be delivered personally, or by commercial courier, to each Party required to receive the notice [or communication] at its address as set out below:

a) DFE Pharma GmbH & Co. KG: Kleverstr. 187, Goch, 47574, Germany
b) Baltic Exposervices Ltd.: Dzirnavu 31-25 Riga, Latvia, LV-1010

or at such other address as the relevant party may specify by notice in writing to the other parties.

22. APPLICABLE LAW AND DISPUTE RESOLUTION

22.1 This Contract (including the Schedules thereto) shall be governed by and construed in accordance with the laws of Germany. The applicability of the 1980 Vienna Convention on the International Sale of Goods is excluded.

22.2 Disputes arising from, or in connection with, this Contract shall be exclusively settled by the competent courts of Düsseldorf , Germany.

Signed in twofold by:

DFE Pharma GmbH & Co KG

ValidSigned by Clemens Groot Koerkamp on 01-07-2024

01-07-2024

Clemens Groot Koerkamp
CFO

ValidSigned by Martti Hedman on 01-07-2024

01-07-2024

Martti Hedman
CEO

Baltic Exposervice Ltd.

Andrey Smirnyov
Board Member

Schedule (1) DEFINITIONS AND RULES OF INTERPRETATION

The following definitions apply in this Contract:

Affiliate:	of a Party means an entity controlled by, controlling or under common control with that Party where *control* means the ownership (directly or indirectly) of at least 50% (or such lesser percentage as is the maximum permitted level of foreign investment) of the outstanding stock entitled to vote for election of directors or persons performing a similar function in relation to such entity;
Apparent Defect:	means any defect that can readily be seen on visual inspection without removing products from pallets or removing packaging;
Auditor	means any third party company providing marketing communications and/or compliance auditing service; to be chosen by DFE PHARMA.
Cancellation:	means any Termination which under the applicable law leads, to the extent permitted, desired and communicated, to the end of the obligations of the Parties beyond the date of such Termination, without prejudice to the obligations accrued prior to the date of such Termination;
Clause:	means a provision of this Clause;
Confidential Information:	means all information, including but not limited to ideas, knowledge, Trade Secrets, data, procedures, substances, samples and the like, which may come to SUPPLIER's knowledge in connection with the Contract and its performance and which DFE PHARMA has designated to be confidential or which SUPPLIER can reasonably assume to be confidential as well as all other commercial information relating to DFE PHARMA in whatever form. Confidential Information shall, however, exclude any information of which SUPPLIER can prove supported by documentary evidence that the information: 1. was fully in SUPPLIER's possession prior to disclosure by DFE PHARMA without SUPPLIER having an obligation to keep this information confidential towards DFE PHARMA or a Third Party; 2. already was or subsequently came to be common knowledge at the time of disclosure by DFE PHARMA, otherwise than by an act or omission of SUPPLIER; 3. was acquired by SUPPLIER from a Third Party that was not bound to keep this information secret; 4. was developed independently by SUPPLIER without any use of information disclosed by DFE PHARMA; or 5. must be disclosed by SUPPLIER pursuant to statute, European and/or (inter)national laws, any provision or regulation of a body approved by the government, or a binding and final decision of a court or other public authority. In such case SUPPLIER shall immediately inform DFE

	PHARMA and cooperate with DFE PHARMA to limit the extent of the disclosure by SUPPLIER to what is strictly required.
Contract	means this agreement between the Parties, including, as an integral part, the recitals and the Schedules, and any valid modifications and updates made from time to time;
Damages:	means any and all damages, loss, expenses or detriment, suffered by any Party, howsoever arising under or based on, whether direct, indirect, consequential, special, general, material, immaterial, punitive or other in nature, to the extent and in any way related to the subject matter of the Contract;
Defect(ive):	means any imperfection in or related to Goods and/or Services including, but not limited to, non-compliance with the Specifications and or the Service Levels;
Direct Damages:	means Damages which are reasonably foreseeable at the time of the conclusion of the Contract or at the time of the performance, default, or any other relevant event resulting in Damages incurred or to be incurred by or accrued with the relevant Party;
Effective Date:	means [signed date on the agreement];
Existing IP:	means *Existing IP* as specified in Clause 21.2;
Fee(s):	means the agreed price payable for Services as stated in **Schedule (2)**;
Force Majeure:	means an event or condition which wholly or partially delays or prevents a Party from performing any of its obligations under the Contract and is beyond the control of, and occurs without the fault or negligence of, the Party affected thereby;
DFE PHARMA:	means the Party defined as DFE PHARMA above;
Goods	means the premiums, as specified in **Schedule (2)**;
Indirect Damages:	means any and all Damages which are not Direct Damages;
Intellectual Property:	means (all registered and unregistered rights in) trademarks, trade names, logos, distinctive signs, trade dress, design rights, inventions, copyrights (including all rights corresponding thereto in both published and unpublished works), patents, pending applications, domain names, URL's and any other addresses for use on the internet, websites, software (including reports, scripts, source code, computer systems and other technical documentation related thereto), data and database rights, rights in Confidential Information, customer lists, "know-how" and any other intellectual property or any similar, corresponding or equivalent rights to

	any of the foregoing, and including any right to apply for registration of these rights;
Material Breach:	means any breach of the Contract, circumstance or shortcoming which justifies Rescission;
New IP:	means *New IP* as specified in Clause 21.1;
Party:	means SUPPLIER or DFE PHARMA;
Personal Data:	means personal data as defined by applicable law relating to the DFE PHARMA Group's employees and the employees of any Third Party engaged by the SUPPLIER under the Contract;
Processing:	means any operation that is performed on Personal Data, whether or not by automatic means, such as collection, accessing, recording, storage, organization, alteration, use, disclosure (including the granting of remote access), transmission or deletion of Personal Data;
Purchase Order:	means any commercial document and first official offer issued by DFE PHARMA to SUPPLIER indicating types, quantities, and agreed prices or fees for the purchase of Goods or Services;
Rescission:	means any Termination which, under the applicable law creates the obligation for the Parties to undo, to the extent permitted, desired and communicated, any performance rendered prior to the date of such Termination;
Schedules:	means the schedules referred to in the Contract;
Services:	means activities (to be) performed by SUPPLIER under this Contract as stated in **Schedule (2)**;
Specifications:	means the specifications of the Goods and /or Services set out in **Schedule (2)**;
Subcontractor:	means any Third Party having an agreement with SUPPLIER to carry out any obligation under this Contract, or actually carrying out, or having carried out, any such obligation;
SUPPLIER:	means the Party defined as SUPPLIER above;
Termination/Terminate:	means any manner through which an agreement is brought to an end and/or expires, including Rescission and Cancellation;
Third Party:	means any other person or entity than Parties, or Parties' Affiliates;
Trade Secret:	means all information which (a) is secret in the sense that it is not, as a body or in the precise configuration and assembly of its components, generally known among or readily accessible to persons within the circles that normally deal with the kind of information in question; (b) has commercial value because it is secret;

and (c) has been subject to reasonable steps under the circumstances, by the person lawfully in control of the information, to keep it secret;

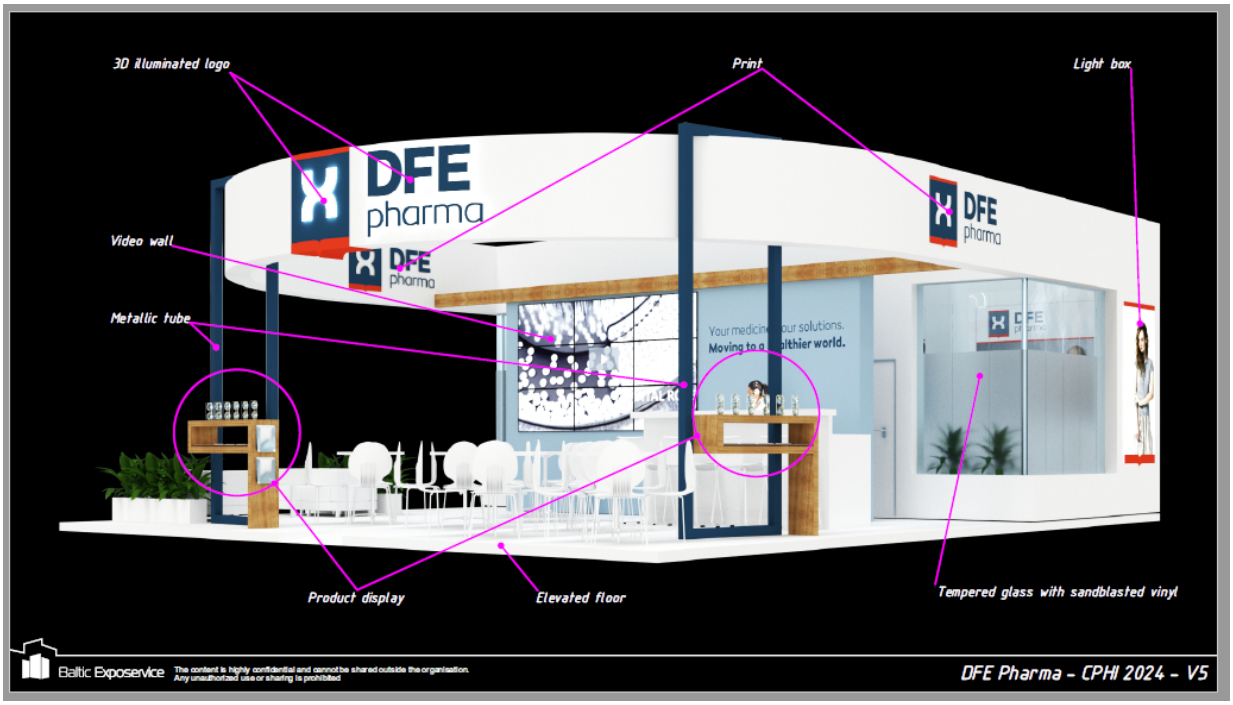
Warrant(y): means the undertakings and representations on the part of SUPPLIER indicated as such through the words “Warrant(s)”, “guarantee(s)”, “Warranty”, ”guaranty” or which (otherwise) may be understood as such by DFE PHARMA;

The following rules of construction and interpretation shall apply to this Contract:

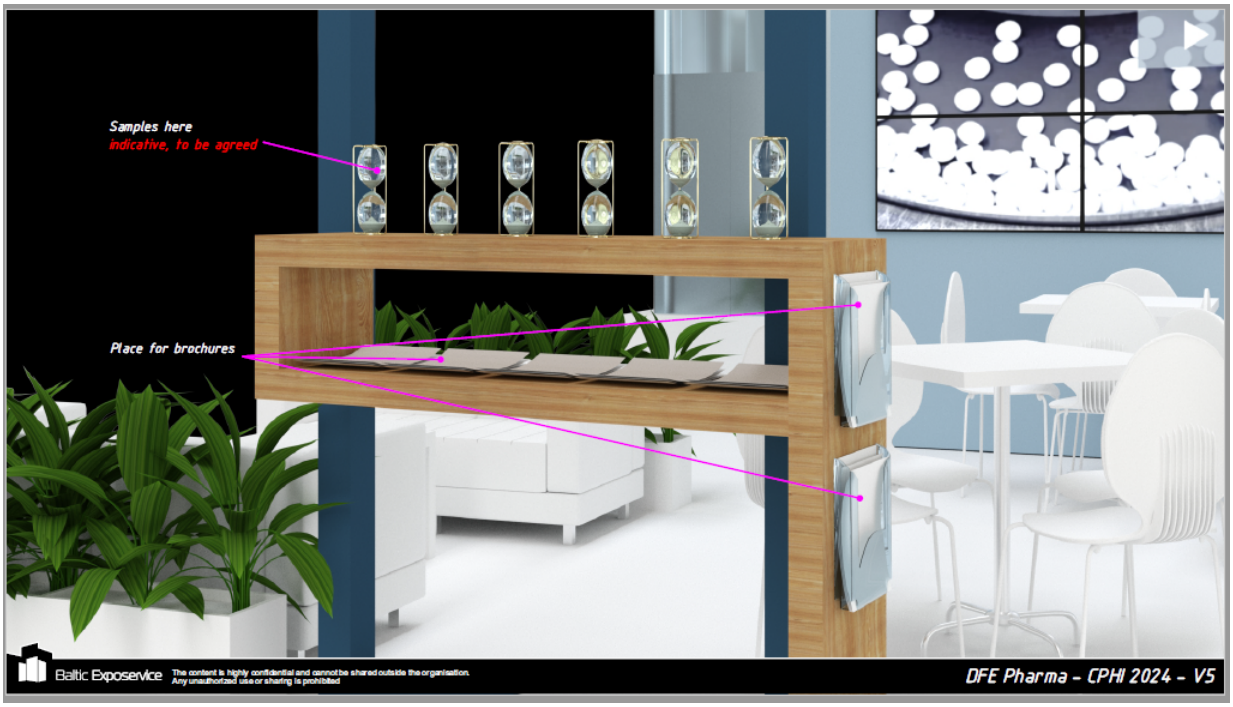
i. the singular includes the plural and vice versa;
ii. “or” is not exclusive and “include” and “including” shall mean include or including without limitation;
iii. “hereby”, “herein”, “hereof”, “hereunder” and any like words refer to the Contract, except where on the basis of the context another meaning can be the only reasonable interpretation;
iv. a reference to a law or regulation includes any amendment or modification to such law or regulation and any further rules issued thereunder or any law or regulation in replacement therefore;
v. a reference to a natural person or legal entity includes its successors or assigns, to the extent permitted under the Contract;
vi. a reference to an Clause in this Contract shall be a reference to such section of the body of the Contract, and not to any Schedule or other document, unless where explicitly provided otherwise;
vii. any right of DFE PHARMA may be exercised at any time and from time to time unless specified otherwise in the Contract;
viii. the headings of Clauses, sections, portions or paragraphs of the Contract are for convenience purposes only and shall not affect the interpretation of the respective rights and obligations of the Parties;
ix. any obligation of SUPPLIER, howsoever phrased, shall be deemed to be a result oriented obligation, except where the wording or context specifically provides otherwise, and shall include the corresponding obligations of its Subcontractors;
x. the wording of the Contract shall be decisive in interpreting the (mutual rights and obligations of the Parties under the) Contract. Any other facts and circumstances called upon by SUPPLIER, including allegedly relevant intentions and/or representations, as may be deemed relevant on the basis of applicable (case)law, may only derogate on the wording of the Contract to the extent that would be deemed necessary beyond doubt from overriding principles of reasonableness and fairness which may be imposed by the applicable (case)law.

Schedule (2) SERVICE, FEES, AND SPECIFICATIONS

Design/specification as follows :



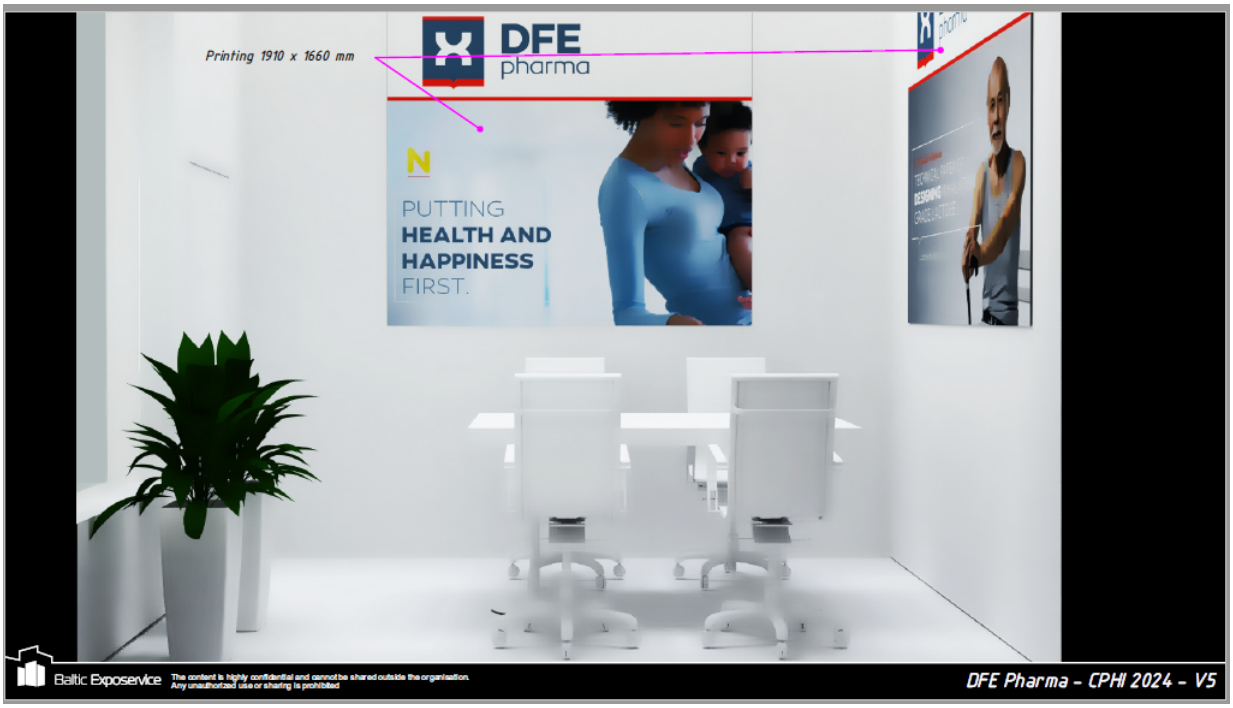

Light box
DFE
pharma
DFE
pharma
DFE
pharma
Baltic Exposervice
The content is highly confidential and cannot be shared outside the organisation.
Any unauthorized use or sharing is prohibited
DFE Pharma - CPHI 2024 - V5

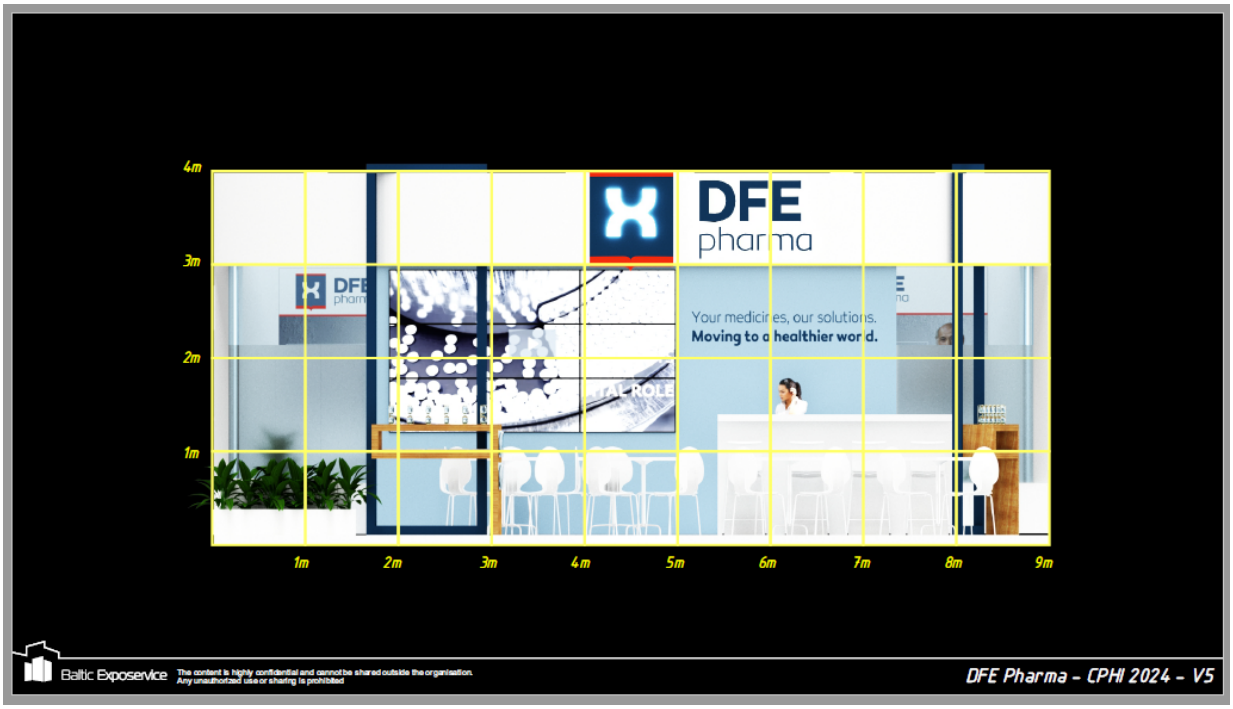

Samples here
indicative, to be agreed
Place for brochures
Baltic Exposervice
The content is highly confidential and cannot be shared outside the organisation.
Any unauthorized use or sharing is prohibited
DFE Pharma - CPHI 2024 - V5

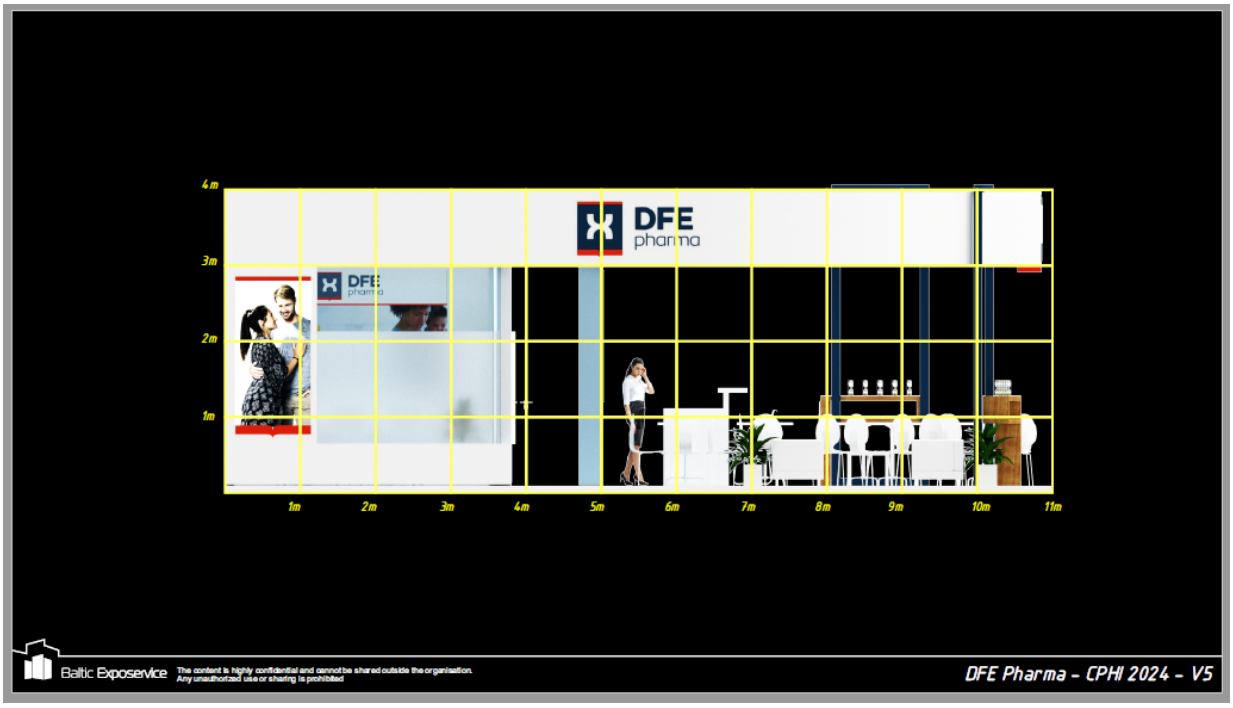

Samples here
indicative, to be agreed
Place for brochures
Baltic Exposervice
The content is highly confidential and cannot be shared outside the organisation.
Any unauthorized use or sharing is prohibited
DFE Pharma - CPHI 2024 - V5


Baltic Exposervice
The content is highly confidential and cannot be shared outside the organisation.
Any unauthorized use or sharing is prohibited
DFE Pharma - CPHI 2024 - V5

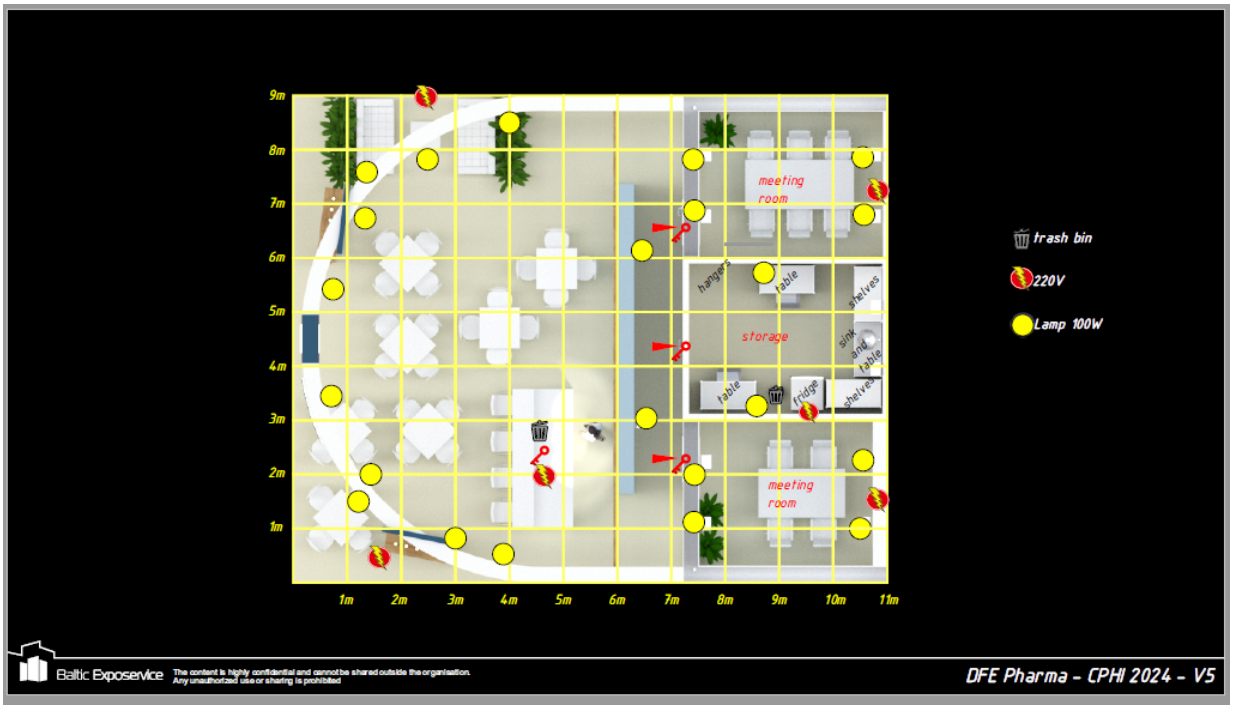

Printing 1910 x 1660 mm
DFE pharma
PUTTING
HEALTH AND
HAPPINESS
FIRST.
Baltic Exposervice
The content is highly confidential and cannot be shared outside the organisation.
Any unauthorized use or sharing is prohibited
DFE Pharma - CPHI 2024 - V5


Printing 1910 x 1660 mm
DFE pharma
PUTTING
HEALTH AND
HAPPINESS
FIRST.
Baltic Exposervice
The content is highly confidential and cannot be shared outside the organisation.
Any unauthorized use or sharing is prohibited
DFE Pharma - CPHI 2024 - V5


4m
3m
2m
1m
DFE
pharma
Your medicines, our solutions.
Moving to a healthier world.
1m
2m
3m
4m
5m
6m
7m
8m
9m
Baltic Exposervice
The content is highly confidential and cannot be shared outside the organisation.
Any unauthorized use or sharing is prohibited
DFE Pharma - CPHI 2024 - V5


4m
3m
2m
1m
DFE
pharma
1m
2m
3m
4m
5m
6m
7m
8m
9m
10m
11m
Baltic Exposervice
The content is highly confidential and cannot be shared outside the organisation.
Any unauthorized use or sharing is prohibited
DFE Pharma - CPHI 2024 - V5


4m
3m
2m
1m
DFE pharma
1m
2m
3m
4m
5m
6m
7m
8m
9m
10m
11m
Baltic Exposervice
The content is highly confidential and cannot be shared outside the organisation.
Any unauthorized use or sharing is prohibited
DFE Pharma - CPHI 2024 - V5


9m
8m
7m
6m
5m
4m
3m
2m
1m
meeting room
hanger
table
shelves
storage
sink and table
table
fridge
shelves
meeting room
trash bin
220V
Lamp 100W
1m
2m
3m
4m
5m
6m
7m
8m
9m
10m
11m
Baltic Exposervice
The content is highly confidential and cannot be shared outside the organisation.
Any unauthorized use or sharing is prohibited
DFE Pharma - CPHI 2024 - V5

Fees:

Baltic Exposervice

Floor		
	Quantity	Unit
Platform 100mm	99	Sqm
Laminated chipboard White	99	Sqm
L-type aluminum corner edge	32	m

Electrical equipment and lighting, wiring		
	Quantity	Unit
Wiring per sqm	99	Set
Power distribution box	1	Pcs
Triple power socket on cable (NOT built-in)	7	Pcs
100W LED spotlight	20	Pcs

Furniture:		
	Quantity	Unit
Coffee table	1	Pcs
Sofa (double — white)	2	Pcs
Sofa (double — white)	1	Pcs
Table — White	7	Pcs
Chair	30	Pcs
Bar chair — Shanghai	4	Pcs
Conference table	2	Pcs
Armchair	10	Pcs

Closed room equipment		
	Quantity	Unit
Hanger	1	Pcs
Waste bin	1	Pcs
Trash Can — (Chrome)	2	Pcs
Shelving — Octanorm 990x495x2030 Type: Octanorm Shelves: 5pcs.	2	Pcs
Table — Octanorm 990x495x800: Type: Octanorm Shelves: 3pcs.	3	Pcs

Floristry:		
Palm in vase	3	Pcs
Flower boxes - (990mm x 250mm x H300mm)	2	Set

Decorative elements:		
	Quantity	Unit
Info counter	1	Set
Hour glass	12	Pcs
Table for exhibits	2	Pcs

Equipment		
	Quantity	Unit
Water dispenser with hot/cold water	1	Pcs
Coffee machine for beans	1	Pcs
Coffee beans for coffee machine 1 kg.	1	Pcs
Refrigerator: H1600mm	1	Pcs
Sink with mixer (Cold and Hot water)	1	Pcs

A/V

Offer

	Quantity	Unit
Video-wall screen Samsung UD46C	9	Pcs

Main booth construction		
	Quantity	Unit
Door — For painting	3	Pcs
Walls	155,31	Sqm
Frieze	1	Set
Support frame	2	Pcs
Tempered glass — (490mm x H2350mm)	16	Pcs

	Quantity	Unit
Video-wall screen Samsung UD46C	9	Pcs

Main booth construction		
	Quantity	Unit
Door — For painting	3	Pcs
Walls	155,31	Sqm
Frieze	1	Set
Support frame	2	Pcs
Tempered glass — (490mm x H2350mm)	16	Pcs

Graphic		
Light box — (992mm x H1984mm)	2	Pcs
Light box on frieze - (1315mm x 340mm x H1655mm)	1	Pcs
Logo with contour illumination - (1254mm x 10mm x H838mm)	1	Set
Wall graphics: PVC 4mm + Film Printing	4	Pcs
Logos on the frieze - (1626mm x H760mm)	6	Pcs
Text on the wall: Plott	1	Pcs

Transportation costs, mounting		
	Quantity	Unit
Transportation costs: Milan	1	Freight
Mounting / Dismantling Accommodation, hotels, transport costs	1	Work

Total:	59940,68 EUR
Early bird bonus:	6848,68 EUR
Total including early bird bonus if contract signed before 9 July 2024:	53092 EUR

Offer NOT including:
Static calc., suspension points, water supply and outflow, power supply, power consumption during the fair, internet.

The service package includes only the items specified in the cost estimate.
If you find a missing item in the cost estimate, report this to the project manager.

Water dispenser including 1 bottle of water.

Services and Additional Equipment		
	Quantity	Unit
Build-up Early access	1	Service
Unloading	1	Service
Loading	1	Service
Empties storage	1	Service

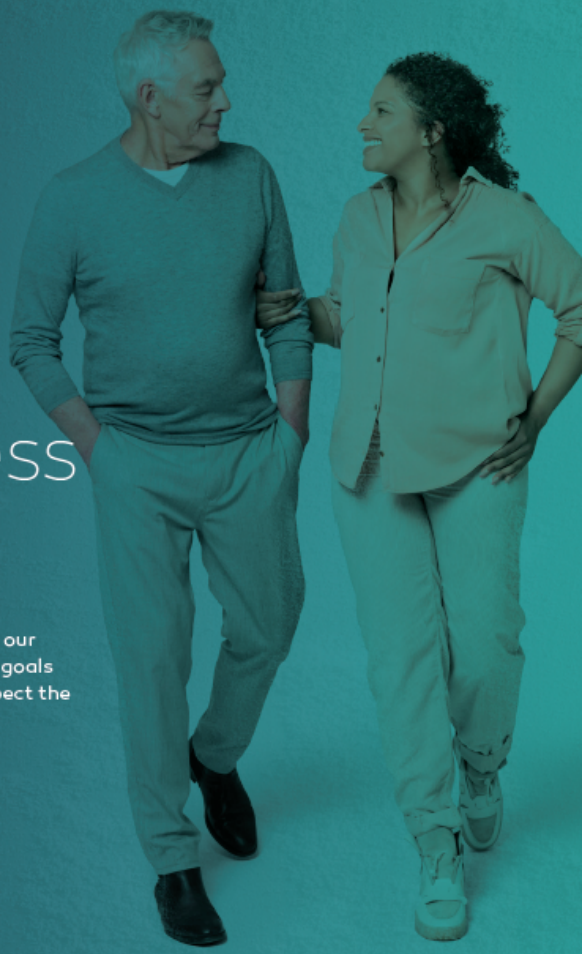
Total:	5600 EUR

Schedule (3) BUSINESS PRACTICES

DFE pharma

Business practices for business partners

At DFE Pharma, we want to conduct our business and achieve our ambitious goals in the right way, responsibly. We expect the same from our business partners.



31 January 2023

Business practices

Business relations
We want to establish and maintain fair and jointly challenging relationships with reliable business partners who apply our standards. Who contribute to our goals and integrity commitments. We consistently evaluate business partner relationships with the objective of continuing improvements in all areas. Furthermore, we monitor and adhere to trade sanctions and we expect the same from our business partners.

Safety with respect to people
We expect our business partners to apply at least all agreed and required standards for health and safety and to commit to a safe working environment.

Human rights
We require from our business partners to respect and support internationally recognised human rights of all stakeholders. We do not tolerate any form of discrimination or harassment on the basis of for example race, colour, gender, sexual orientation, age, religion, political opinion, national, ethnic or social origin. Nor do we tolerate the use of child labour and forced labour.

Sustainability
Our business partners must commit to running their businesses in an environmentally sound and sustainable manner. To minimise the adverse environmental impact of their processes and products and to contribute to sustainable development without reducing the ability of future generations to meet their own needs.

Avoid conflicts of interest
We ask from our business partners to avoid even the appearance of a possible conflict of interest and to be totally transparent with us if a conflict with more personal interests would arise.

Doing honest business - gifts and payments
We do not tolerate any form of bribery. We require our business partners not to give or promise anything of value to any person or to ask anything of value from any person with the aim of receiving favourable treatment or to influence a business decision. This includes for example gifts, entertainment, (facilitation) payments and charity. Using a third party or other method to bypass this prohibition is not allowed.

Speak Up
In the event that Business Partners suspect that DFE Pharma, any of its employees or any third party that DFE Pharma is doing business with, does not act in line with this Code of Conduct for Business Practices or with applicable laws or regulation, we encourage you, our Business Partners to speak up.

Fair competition
We require our business partners to conduct their activities in a fair and competitive manner, thereby carefully complying with competition laws.

Fair communication
We expect our business partners to communicate in an open, respectful, and prudent manner.

Protect and respect confidential information
Our business partners must make sure that all confidential information in our business relation with them is properly protected and preserved from unauthorized disclosure. This applies to our and their confidential information. Confidential information may only be used for an allowed business purpose, in a legal way and with integrity.

Data protection
We honour the privacy rights of our business partners and expect the same from them. Our business partners may only collect, process, transmit and use personal data in so far as reasonably necessary for agreed and communicated business purposes. They must respect the confidential nature of any personal data and take responsibility to keep such data accurate, complete, relevant and secure.

Integrity of (financial) reporting
Our business partners have a duty to ensure that their financial and non-financial documents, records and reports are accurate, complete, consistent and up-to-date.

Preventing fraud
We do not accept any behaviour that is intended to deceive or mislead others. We expect our business partners to contribute to preventing fraud.

Accepted and agreed to on behalf of

Full company name:.....

I acknowledge that I am authorized to bind this company to the terms of the DFE Pharma Business practices for business partners

Name:.....

Function:.....

Place, date:.....

These business practices for business partners are made available in a number of languages. In case of any doubt, the English version prevails.

Head Office

DFE Pharma GmbH & Co. KG
Klever Strasse 187
P.O. Box 20 21 20
47568 Goch
Germany
T. +49 2823 9288 770
F. +49 2823 9288 7799
pharma@dfepharma.com

Schedule (4) SAFETY COMPLIANCE STATEMENT

SHE Terms and Conditions

This document outlines the safety, health and environment (SHE) requirements for the third party suppliers performing work at a DFE Pharma location and forms a part of the agreement between the supplier and the relevant DFE Pharma entity. It contains SHE requirements that are mandatory obligations from the third party towards DFE Pharma.

Clause 1: The Safety Policy and Life-Saving Rules
DFE Pharma has implemented a safety policy and seven life-saving rules in order to support all DFE Pharma sites in achieving its goal of zero accidents. The supplier shall request the safety policy and the life-saving rules from the relevant DFE Pharma SHE manager and be informed of their content. The supplier shall, and shall procure that its employees and subcontractors, know and abide by the content of the safety policy and life-saving rules.

The seven life-saving rules cover the following topics:
- Safety at Work
- LOTOTO
- Work Permit & Last Minute Risk Analysis
- Internal Transportation
- Working at Height
- Road Safety
- Confined Spaces

Clause 2: General Requirements of the Supplier
The supplier will inform itself of all SHE requirements and shall adhere to them in its activities relating to the work performed at the DFE Pharma location. Any deviations must be reported or discussed with the SHE manager of the DFE Pharma location. The supplier may only deviate from these SHE requirements with the prior written approval of the SHE manager of the DFE Pharma location.

Clause 3: Legal Compliance
The supplier shall comply with and shall ensure that its employees and employees of its subcontractors and agents comply with any acts, regulations, local laws and by-laws, codes of practice, standards, legislation and procedures which are in any way applicable to the performance of the work at the DFE Pharma location.

Clause 4: Risk Assessment
The supplier shall prepare and submit a completed risk assessment document prior to commencing the works under the contract. This document shall be used to record the supplier's assessment of the risk and risk control methods to be employed by the supplier. Before commencing the work the risk assessment must be approved by the SHE manager of the DFE Pharma location. The risk assessment must at least include an overview of: activities, hazards, effect, risk quantification and control measures. For high risk activities, the supplier shall prepare a Job Safety Analysis which must be approved by the SHE manager of the DFE Pharma location.

Clause 5: VGWM or Project Safety Plan
Prior to commencing work under the agreement, the supplier must cooperate with DFE Pharma in the creation of the project safety plan (PsP). The supplier shall participate in a workshop to align on SHE targets; participate in the overall risk assessment and approval process; and take the actions necessary within its organization to ensure the PsP is implemented when performing the work at the DFE Pharma site.

Clause 6: SHE Performance Reporting
The supplier must, when requested by the SHE manager of the DFE Pharma location, provide evidence of ongoing SHE performance of the work. Without limiting the requirements of this obligation, the supplier shall provide the following information on a monthly basis:

- Number of lost time accidents (LTA's) and medical treatments (MTA's);
- Working days lost due to injury;
- Current status of any injured personnel, damaged property or environmental damage or pollution;
- Status of the implementation and outcomes of corrective actions undertaken as a result of SHE inspections and risk assessments;
- Results of SHE inspections and checks performed by the supplier.

Clause 7: Accident Reporting
The supplier shall report all accidents in relation to the work under the agreement that result in LTA's or MTA's directly to the SHE manager of the DFE Pharma location. This must be done as soon as possible and no later than 12 hours after the accident. Fatal accidents or accidents resulting in permanent injury must be reported promptly to the SHE manager of the DFE Pharma location.

After an accident the SHE manager may request an investigation. The investigation will be led by the supplier, an independent investigator or the SHE manager of the DFE Pharma location at the DFE Pharma SHE manager's discretion. The supplier must fully participate in the accident investigation.

Clause 8: Non Compliance and Zero Tolerance
If during the performance of the work under the agreement the SHE manager notifies the supplier that in her/his opinion the supplier is:

- Not conducting the work in compliance with this document or;
- Breaching the safety policy or life-saving rules or;
- Conducting the work in such a way that it may endanger the safety, health or property of DFE Pharma's employees, the supplier's or subcontractor's employees, or the site facilities, equipment or materials, the supplier shall promptly remedy that breach of Safety and Health.

The SHE manager of the DFE Pharma location may direct the supplier to suspend the work until such time as the supplier satisfies the SHE manager that the work will be resumed in conformity with applicable SHE provisions. During this suspension, DFE Pharma may also suspend its obligation to pay the supplier.

If the supplier fails to rectify any breach of SHE policy for which the work has been suspended, or if the supplier performance has involved recurring breaches of SHE obligations, then the SHE manager may as its option terminate the agreement forthwith. In this event, DFE Pharma's liability shall be limited to payment for the work performed and costs incurred by the supplier up to the time of termination.

Clause 9: Project Specific Requirements
The following clauses are applicable depending on the type of work performed by the supplier. The SHE manager of the DFE Pharma location will provide a more detailed instruction on the text below (e.g., the construction safety manual or a contractor safety booklet).

Clause 9a Personal Protective Equipment (PPE)
During the execution of the agreement the supplier shall provide appropriate PPE to all involved workers including the subcontractors under its responsibility. The minimum PPE required are: safety shoes or safety boots, ear protection (ear plugs or earmuffs), a reflective vest with the company name printed on it and helmet. Other necessary PPE will be indicated in the risk assessment. PPE shall be in good condition and not compromise the safety of persons using the PPE.

Clause 9b Tools and equipment
The supplier shall ensure that people working with tools and equipment are aware of the risks and hazards and are able to work safely with them. All tools and equipment must be safe to work with and not damaged. The supplier shall inspect the tools and equipment before entering the DFE Pharma location and replace if necessary. Tools and equipment includes (but are not limited to): all hand tools, electrical hand tools, cables and extension cords, power units, etc.

Electrical cabling must be isolated and wires must not be exposed. Safety caps must be in place and not be damaged. The casing of the tools must be in good condition and not exposing moving parts.

Clause 9c Hazardous substances.
All hazardous substances like chemicals need to be properly labelled and recognizable. They need to be stored in a way that possible leaking cannot contaminate the soil, not placed near heat sources, not exposed to direct sunlight or rainwater and do not compromise the health of the people working with them. Amounts of hazardous substances that exceed 50 kg or 50 litres need to be on a portable spill tray.

Pressurized cylinders must be stored in a way that they cannot fall over. The pressurized cylinders must be on a trolley or rack with a chain or brackets. Cylinders must not be exposed to direct sunlight or rainwater and clearly labelled (content; empty, in use or full). Empty cylinders need to be discarded as soon as possible. Cylinders must not be placed in confined spaces.

Clause 9d Fire extinguishers
The supplier shall use the appropriate fire extinguisher during the work. During hot work the supplier needs at least 2 extinguishers of 5 to 6 kg each. The fire extinguishers needs to be inspected and approved at least once per year and must be in a good condition (no rust, labelled and secured).

Clause 9e Hoisting and lifting equipment
All hoisting and lifting equipment must be safe to work with and not damaged in a way that compromise the working or safety of the device. Hooks, bands, cables and chains must be inspected by the supplier before use. Lifting installations and cranes must be certified and drivers must have an operating license. Before the hoisting or lifting activities the safety supervisor from the location must approve the activity. In some DFE Pharma may require the supplier to execute a hoisting and lifting plan and risk assessment. This will be decided upon during the risk assessment.

Clause 9f Scaffolding

Scaffolding material must be suitable for the job and in a good condition. Scaffolding material must be made of metal (wood/ bamboo is not allowed). The structure must comply with OHSA requirements. Scaffold needs to be inspected by a certified scaffolding expert and at all times must bear a scaffolding tag.

Clause 9g Safety induction, meetings and training

The SHE manager of the DFE Pharma location will provide safety induction and trainings. It is mandatory to participate in the inductions and trainings. Additionally the SHE manager may require from the supplier to set up and provide trainings workshops to its employees and subcontractors' employees. The PsP and risk assessment may also require the supplier to plan safety meetings on a regular basis. The following safety meetings are mandatory: risk assessment meetings, toolbox meetings and safety progress meetings.

Clause 9h Location access control and project location access control

Before entering the DFE Pharma location the supplier must follow the safety induction provided by the SHE manager of the location. The content of the safety induction must be understood and followed up. For any specific project location at an DFE Pharma location, specific instruction may be provided by DFE Pharma before the supplier may enter the project location. It is mandatory for the supplier to provide proper barricades for the project site. The barricade must be constructed in a way that unauthorized people cannot enter the project site. The material used to barricade the project site must be discussed and agreed with the SHE manager of the DFE Pharma location. The project site must have proper signing (indication of the use of PPE, indication of the project location, supplier and contacts in case of emergency). The SHE manager will provide the supplier a (name) tag that allows the supplier to enter the site and/ or project location.

Clause 9i Site safety supervision

The SHE manager of the DFE Pharma location will appoint a safety supervisor. The safety supervisor will check the execution of the work and report to the SHE manager. The safety supervisor is authorised to stop the work when it is not safe or does not comply with the safety requirements agreed in this document and risk assessments. The supplier may consult the safety supervisor whenever appropriate. The supplier will appoint a single point of contact for safety. This contact needs to communicate on a day-to-day base with the safety supervisor in relation to safety. If the work is executed in shifts the supplier's contact must be appointed per shift.

Clause 9j Environmental management

It is mandatory for the supplier to avoid pollution of the environment at all times during the work at the DFE Pharma location. This includes transportation to and from the site. All waste must be collected and disposed of in accordance with applicable law. Pollution (e.g. soil pollution after an oil spill or leakage of chemicals into the drains) must be reported promptly and not later than 12 hours to the SHE manager of the DFE Pharma location.

By signing this document we accept and agree to these terms and conditions stated in this document.

Company name: Baltic Exposervice SIA

Date : 27.12.2021

Location : Riga, Latvia

Name : Natalja Levickaya

Position : Director

Signature :