

ASTRAZENECA GENERAL TERMS AND CONDITIONS OF PURCHASE – ISRAEL

Standard Terms and Conditions for the Purchase of Goods and Services

(the “Terms”)

1. INTERPRETATION

In these Terms, the following words have the following meanings:

“**Affiliate**” means an entity controlling, controlled by, or under common control with a Party;

“**Applicable Law**” means any law, regulation, binding order, permit, licence, regulatory requirement and applicable industry code relating to the Contract, the Goods, the Services, the Parties or their activities, as amended from time to time;

“**AstraZeneca**” means AstraZeneca (Israel) Ltd. or the AstraZeneca Affiliate identified in the Purchase Order;

“**Background Intellectual Property Rights**” means Intellectual Property Rights owned, developed or acquired by a Party independently of the Contract;

“**Business Day**” means a day other than Friday, Saturday or an official public holiday in Israel;

“**Confidential Information**” means information disclosed by or on behalf of a Party or its Affiliates which is identified as confidential or should reasonably be understood to be confidential;

“**Contract**” means the applicable signed agreement between AstraZeneca and Seller, these Terms, the Purchase Order and the documents expressly incorporated by them;

“**Deliverables**” means all materials, work product, results, designs, developments, discoveries, inventions and other outputs created specifically for AstraZeneca under the Contract;

“**Effective Date**” means the date on which the Contract is formed in accordance with Clause 2.2;

“**Goods**” means items to be purchased by AstraZeneca from Seller as set out in a Purchase Order;

“**Intellectual Property Rights**” means all intellectual and industrial property rights of any kind whatsoever including patents, supplementary protection certificates, rights in know-how, registered trademarks, registered designs, utility models, unregistered design rights, unregistered trademarks, rights to prevent passing off or unfair competition and

copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process, and applications for and rights to apply for any of the foregoing, worldwide together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions;

“**Party**” means AstraZeneca or Seller, and “**Parties**” means both of them;

“**Personal Data**” has the meaning given to it under Applicable Law relating to privacy and data protection;

“**Purchase Order**” or “**PO**” means a purchase order with a unique number issued by AstraZeneca;

“**Security Incident**” means any actual or reasonably suspected unauthorised access to, disclosure, loss, alteration, destruction or compromise of AstraZeneca data, systems or facilities, or any event materially affecting Seller’s ability to perform the Contract;

“**Seller**” means the party named as the seller in the Purchase Order;

“**Services**” means the services to be provided by Seller to AstraZeneca under the terms of the Contract;

“**Specification**” means the technical or other requirements for the Goods and/or Services referred to in the Purchase Order;

“**Term**” means the period from the Effective Date until expiry or termination of the Contract;

“**Trade Control Laws**” means applicable sanctions, export-control, import-control and trade-restriction laws;

“**Waste**” means waste material related to the Goods, including any material carrying AstraZeneca’s branding.

Order of precedence: (a) a written agreement signed by authorised representatives of both Parties and expressly applicable to the PO; (b) the PO, excluding any Seller terms; (c) these Terms; and (d) any other document expressly incorporated by reference. Seller’s standard terms do not apply unless AstraZeneca expressly accepts them in a signed writing.

2. APPLICATION OF TERMS AND ACCEPTANCE

- 2.1 These Terms apply to the purchase of all Goods and Services under the PO. Any change must be agreed in writing by an authorised AstraZeneca representative.
- 2.2 The Contract is formed upon the earliest of Seller's written acceptance of the PO, commencement of performance, delivery of Goods or Services, or submission of an invoice referencing the PO. AstraZeneca may withdraw the PO before acceptance.
- 2.3 AstraZeneca may request reasonable changes to quantity, scope, delivery date, location or Specification. The Parties will reasonably agree any resulting adjustment to price or timing before the change is implemented.

3. QUALITY AND PERFORMANCE

- 3.1 Seller represents, warrants and undertakes to AstraZeneca that the Goods and/or Services, (including without limitation their packaging and labelling) will:
 - 3.1.1 match the quantity, quality and description specified in the PO;
 - 3.1.2 be of satisfactory quality, made of sound materials and free from defects;
 - 3.1.3 meet all PO and Specification requirements and standards of performance;
 - 3.1.4 be fit for any specified or known purpose, relying on Seller's expertise.
- 3.2 Seller represents, warrants, and undertakes that the Services will be performed:
 - 3.2.1 by qualified and trained personnel with due skill, care and diligence and in accordance with applicable professional and industry standards; and
 - 3.2.2 safely, without any unreasonable or avoidable risks to health and in an economical and efficient way.
- 3.3 Seller warrants that the Goods and Services comply with the applicable laws and regulatory requirements of the countries of origin and destination, including requirements relating to manufacture, labelling, transportation, import, export and licensing.
- 3.4 Seller will promptly replace unavailable key personnel with personnel of equivalent or better qualification, subject to AstraZeneca's reasonable approval.
- 3.5 Seller will maintain controls against illegal trade, counterfeiting and unauthorised disposal or misuse of branded Waste. Any actual or suspected compromise of AstraZeneca product-security features must be reported within 24 hours and will constitute a material breach.

4. EXPECTATIONS OF THIRD PARTIES

- 4.1 Seller and its Affiliates, subcontractors, consultants, agents and personnel involved in the Contract will comply with Applicable Law, including laws relating to labour rights, prevention of fraud, bribery and corruption, money laundering, terrorism, product safety, competition, privacy, environmental protection and trade controls, and will comply with the ethical standards that are consistent with AstraZeneca's Code of Conduct for Third Parties, which may be found at: <https://www.astrazeneca.com/content/dam/az/PDF/Sustainability/Code-of-conduct-for-third-parties.pdf>, as amended from time to time;
- 4.2 Seller will not offer, give, request or accept any bribe, kickback, facilitation payment or improper advantage, or cause AstraZeneca to breach Applicable Law.
- 4.3 Seller will provide reasonable sustainability information requested by AstraZeneca and cooperate with reasonable ESG, emissions-reduction, responsible-procurement and inclusion plans consistent with AstraZeneca's published commitments, as set out at [AstraZeneca Sustainability](#).
- 4.4 Without limiting Clause 4.3, if reasonably requested by AstraZeneca in writing and proportionate to the nature and value of the Contract, Seller:
 - 4.4.1 will, no later than six (6) months after the effective date of the Contract, at its own cost provide AstraZeneca with a current and valid environmental, social and governance ("ESG") rating report provided by a globally recognised external organisation (e.g. EcoVadis or equivalent);
 - 4.4.2 where Seller's ESG rating is below 45 on EcoVadis or equivalent, will undertake, at its own expense, all reasonable measures for improvement;
 - 4.4.3 it will, no later than six (6) months after the Effective Date, at its own cost commit to Science Based Targets initiative ("SBTi") through its adherence, or the adherence of its Affiliate (if applicable), to the SBTi target setting process by, either: (i) submitting, at minimum, a near-term target through the streamlined SME target validation route, if eligible; or (ii) submitting a letter to SBTi establishing its commitment to set, at minimum, a near-term science-based target and will within twelve (12) months of such submission develop an emissions reduction target in line with the SBTi criteria and submit its target to SBTi for official validation;

- 4.4.4. if Seller's organisational structure changes such that it is no longer covered by its Affiliate's commitment to SBTi, will, no later than two (2) months after that change, commit to SBTi through either of the routes set out in Clause 4.4.3;
- 4.4.5. will reduce its use of non-renewable and non-recyclable resources and its greenhouse gas emissions from its own operations and supply chain during the Term and, by 31 December 2030, reduce its aggregate Scope 1, Scope 2 and Scope 3 greenhouse gas emissions per unit of supplies by no less than 50% (the "**GHG Reduction Target**"), measured against: (i) Seller's publicly reported baseline data, if available on or before the Effective Date; or (ii) the first year for which Seller publicly reports a baseline;
- 4.4.6. will provide AstraZeneca with its workforce and procurement policies on inclusion and diversity, consistent with Applicable Law. Where no such policies exist, Seller will establish and share them with AstraZeneca no later than twelve (12) months after the Effective Date. Seller will also maintain a supplier-inclusion programme that provides equal opportunities to small subcontractors in its supply chain where such opportunities exist and in compliance with Applicable Law;
- 4.4.7. where AstraZeneca requires key performance indicators ("**KPIs**") to monitor and improve Seller's ESG rating, will agree reasonable, time-bound KPIs aligned with AstraZeneca's global sustainability commitments.

- 4.5 AstraZeneca may conduct or appoint a third party to conduct a reasonable audit of relevant premises, systems and records to verify compliance, subject to reasonable notice, confidentiality and minimal disruption. Seller will bear the cost of a third-party audit only where a material non-compliance is identified or the PO expressly so provides.
- 4.6 Seller will comply with Trade Control Laws and warrants that neither it nor, to its knowledge, its relevant directors, officers or personnel is a sanctions-restricted person. AstraZeneca may suspend or

terminate performance where continued performance could breach Trade Control Laws.

5. **INSPECTION AND TESTING**

- 5.1 AstraZeneca may inspect and test the Goods and/or Services at any time prior to delivery to AstraZeneca.
- 5.2 Seller will promptly correct non-conformity and provide replacement Goods or Services where required.
- 5.3 Seller remains fully responsible for the Goods and/or Services and any such inspection or testing will not diminish or otherwise affect Seller's obligations under the Contract.

6. **INDEMNITY AND INSURANCE**

- 6.1 Indemnity. Seller will indemnify AstraZeneca in full and on demand against all actions, suits, liabilities, claims, demands, costs, charges, damages, losses and expenses suffered or incurred by AstraZeneca, or for which AstraZeneca may be liable to any third party, due to, arising from or in connection with:
 - 6.1.1 negligent or wilful acts or omissions of Seller, its employees, agents or sub-contractors in supplying or installing the Goods or performing the Services;
 - 6.1.2 breach of the Contract by Seller, its employees, agents or sub-contractors;
 - 6.1.3 any defect in the Goods or their packaging; and
 - 6.1.4 any infringement or alleged infringement of Intellectual Property Rights for or relating to the Goods or the Services unless caused by AstraZeneca's fraud or negligence.
- 6.2 Insurance. Subject to any provision requiring specific insurance to be taken out in the Purchase Order, Seller will maintain at its own expense appropriate insurance coverage with limits typical to its industry and shall provide proof of such coverage upon request.

7. **DELIVERY AND PERFORMANCE**

- 7.1 Seller will deliver Goods and perform Services at the time and location stated in the PO. If no date is stated, delivery will be within 28 days after acceptance of the PO. Time is of the essence where the PO states a fixed or critical date.
- 7.2 Unless the PO states otherwise, Goods will be delivered DAP (Incoterms 2020) to the stated location, properly packed, labelled and accompanied by a delivery note quoting the PO number, order date, package count, contents and any outstanding balance.
- 7.3 Partial or excess delivery requires AstraZeneca's prior written consent. Excess Goods remain at Seller's risk and cost and need not be paid for.

8. **TITLE AND RISK**

Risk and title pass to AstraZeneca upon completed delivery, unloading and placement at the delivery location, without prejudice to AstraZeneca's inspection and rejection rights. Title to Goods paid for in advance passes upon payment, but risk remains with Seller until delivery.

9. **PRICE, INVOICING AND PAYMENT**

9.1 The price of the Goods and/or Services will be stated in the Purchase Order, and, unless AstraZeneca otherwise agrees in writing, will be exclusive of value-added tax ("**VAT**"), but inclusive of all charges for packaging, packing, carriage, insurance and delivery of the Goods to AstraZeneca and any duties, taxes, imposts or levies.

9.2 Seller must submit invoices and credit notes through the electronic channel specified by AstraZeneca. Each invoice must comply with Applicable Law, constitute a valid Israeli tax document where applicable, quote the PO number, identify the relevant Goods or Services, the correct AstraZeneca entity and tax details, and include any allocation number or other information required by law or reasonably requested by AstraZeneca.

9.3 Unless the PO or a signed agreement states otherwise, AstraZeneca will pay a valid, undisputed invoice by electronic transfer within 60 days after receipt. AstraZeneca may withhold disputed amounts while paying undisputed amounts and may set off amounts lawfully due from Seller.

9.4 VAT will be paid only against a valid tax invoice. AstraZeneca may deduct or withhold tax where required by Applicable Law, unless Seller provides a valid exemption or reduced-rate certificate in time for payment processing.

9.5 If an undisputed amount remains unpaid 14 days after Seller's written reminder, Seller may charge interest from the due date at the lower of the applicable statutory/default rate under Israeli law and the maximum lawful rate. No interest accrues on genuinely disputed sums.

9.6 No payment made by AstraZeneca will constitute acceptance or approval by AstraZeneca of the Goods or Services or otherwise prejudice any rights or remedies which AstraZeneca may have against Seller including the right to recover any amount overpaid or wrongfully paid to Seller.

10. **CONFIDENTIALITY, PRIVACY AND AI USE**

10.1 Each Party (the "**Recipient**") will, during the Term and for five (5) years after termination or expiry of the Contract, keep in strict confidence all Confidential Information disclosed by the other Party (the "**Discloser**") and any other Confidential Information concerning the Discloser's business or products which the Recipient may obtain. The Recipient will disclose

such Confidential Information only to its employees, agents or contractors who need to know it for the purpose of the Contract and are subject to confidentiality obligations equivalent to those set out herein. The Recipient will not disclose Confidential Information, directly or indirectly, including through any artificial-intelligence tool or service, in a manner that gives an unauthorised third-party access to it, permits its unauthorised storage or retention, or allows it to be used to train, fine-tune or improve any model.

10.2 Seller will comply with Applicable Law concerning privacy and information security. Seller will process Personal Data only on documented AstraZeneca instructions and only as necessary for the Contract. Where Seller processes Personal Data for AstraZeneca, the Parties will enter into AstraZeneca's applicable data-processing agreement before processing begins. Seller will not transfer Personal Data internationally except as permitted by Applicable Law and the applicable data-processing agreement.

11. **INTELLECTUAL PROPERTY**

11.1 All materials, equipment, tools, dies, moulds and any Intellectual Property Rights in all drawings, specifications, materials and data supplied by AstraZeneca to Seller will at all times be and remain AstraZeneca's exclusive property but will be held by Seller in safe custody at its own risk and maintained and kept in good condition until returned to AstraZeneca and will not be used, licensed, transferred, assigned or otherwise disposed of other than in accordance with AstraZeneca's written instructions. Such items will be returned to AstraZeneca on demand.

11.2 AstraZeneca will own, and Seller assigns to AstraZeneca upon creation, all Intellectual Property Rights in the Deliverables. Seller retains ownership of its Background Intellectual Property Rights and grants AstraZeneca a perpetual, irrevocable, worldwide, transferable, sublicensable and royalty-free licence to use, reproduce, modify, develop and exploit any Background Intellectual Property Rights embedded in or necessary to use the Deliverables. This ownership allocation applies irrespective of the tools, technologies, means or methods, including artificial-intelligence tools, used to create the Deliverables.

11.3 Seller will, at its own cost: (i) execute all documents and do all acts reasonably requested by AstraZeneca to secure AstraZeneca's full right, title and interest in the Intellectual Property Rights in the Deliverables; and (ii) obtain from its personnel, agents and subcontractors all assignments and irrevocable waivers of moral rights, and any broadly equivalent

rights existing in any jurisdiction, to the fullest extent permitted by Applicable Law.

- 11.4 Seller will comply with all copyrights in written material including computer software belonging to AstraZeneca or any third party and Seller will not make any unauthorised copies of such material or software.

12. TERMINATION

- 12.1 AstraZeneca may at any time and for any reason terminate the Contract, in whole or in part, by giving Seller written notice. Immediately following termination of the Contract, all work on the Contract will be discontinued and AstraZeneca will pay to Seller fair and reasonable compensation for work-in-progress at the time of termination, but such compensation will not include loss of profits (whether direct or indirect and whether actual or anticipated) or any consequential loss.

- 12.2 AstraZeneca may, at any time by written notice to Seller, terminate the Contract immediately if:

12.2.1 Seller commits a material breach of the Contract and fails to remedy that breach, if capable of remedy, within thirty (30) days after receiving notice from AstraZeneca specifying the breach. Without limiting the foregoing, any breach of Clause 4 (Expectations of Third Parties) will constitute a material breach of the Contract; or

12.2.2 Seller becomes insolvent, is unable to pay its debts as they fall due, enters into liquidation, receivership, administration or any analogous insolvency process; or

12.2.3 Seller's financial position deteriorates to such an extent that (in AstraZeneca's opinion) Seller is incapable of fulfilling its obligations under the Contract.

- 12.3 Termination of the Contract, however arising, will be without prejudice to the rights of AstraZeneca which have accrued prior to termination. Terms or conditions set out in the Contract which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

13. REMEDIES

- 13.1 For non-conforming Goods or Services or other Seller breach, AstraZeneca may reject, require repair, re-performance or replacement, obtain a refund, procure substitutes and recover reasonable incremental costs, suspend acceptance or payment, terminate the affected PO, and exercise any other remedy available under the Contract or Applicable Law.

- 13.2 AstraZeneca will take reasonable steps to mitigate recoverable loss.

14. LIABILITY

- 14.1 Subject to the exclusions below, each Party's aggregate liability under a PO will not exceed the greater of: (a) the price paid or payable under that PO; and (b) the amount recoverable under the insurance required for the relevant claim, if any.

- 14.2 Neither Party is liable for indirect or consequential loss, or loss of profit, revenue, goodwill or opportunity, except where such loss forms part of a third-party claim covered by Seller's indemnity.

- 14.3 No limitation applies to fraud, wilful misconduct, death or personal injury caused by negligence, breach of confidentiality, privacy/data-protection or cyber-security obligations, infringement of Intellectual Property Rights, Seller's indemnities, unpaid amounts, or liability that cannot lawfully be limited.

15. ASSIGNMENT, SUBCONTRACTING AND THIRD PARTY RIGHTS

- 15.1 Seller will not assign, sub-contract, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract without AstraZeneca's prior written consent.

- 15.2 AstraZeneca may assign, sub-contract, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract to any AstraZeneca Affiliate or any third party.

- 15.3 Subject to this Clause 15, the Contract will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and permitted assigns. Any attempted assignment in violation of this Clause 15 will be void and of no effect.

16. THIRD PARTY RIGHTS

No person other than the Parties and permitted assigns may enforce the Contract, except that AstraZeneca Affiliates may enforce provisions expressly stated to be for their benefit.

17. FORCE MAJEURE

If AstraZeneca's business is disrupted by circumstances beyond its reasonable control, including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic or pandemic, lock-outs, strikes or other labour disputes (whether or not relating to either Party's workforce), restraints or delays affecting carriers, or inability or delay in obtaining adequate or suitable materials, AstraZeneca may defer delivery or performance, source alternatives, reduce quantities or defer payment for the affected Goods or Services. If the relevant circumstances continue for more than thirty (30) days or materially affect AstraZeneca's business continuity, AstraZeneca may terminate the

affected part of the Contract. Payment obligations for amounts already due are not excused. The Seller shall not be entitled to claim additional costs, damages, or compensation as a result of such postponement or due to any changes by AstraZeneca in the quantity of the Goods or the specification.

18. COMPLIANCE TRAINING AND ADVERSE EVENTS

18.1 Seller will ensure relevant personnel complete reasonable AstraZeneca compliance training required for the Contract before performing regulated or sensitive activities.

18.2 If Seller becomes aware of an adverse event or other reportable safety information involving an AstraZeneca product, Seller will collect and submit the required information to the AstraZeneca contact notified to Seller within one Business Day. AstraZeneca remains responsible for regulatory reporting unless otherwise agreed in writing.

19. CYBER SECURITY

19.1 Seller will maintain adequate administrative, technical, and physical measures, controls, tools, systems, policies and procedures in accordance with good cyber security industry practice.

19.2 Seller will comply with AstraZeneca's cyber-security policies and standards, as notified or otherwise made available to Seller and as updated from time to time.

19.3 Seller will notify AstraZeneca in writing of any Security Incident without undue delay and, in any event, within 24 hours after becoming aware of or reasonably suspecting it. Seller will promptly contain, investigate and remediate the Security Incident and cooperate with AstraZeneca. Notification will be sent by email to SOCITSecurity@astrazeneca.com and immediately followed by telephone notification to 0044 1625 513080.

20. NOTICES

Formal notices must be in writing and delivered by hand, recognised courier, registered mail, email or recognised electronic-signature platform to the address stated in the PO or later notified in writing. Email notices are effective when transmitted without an automated failure message, provided termination, indemnity or dispute notices are also copied by courier or registered mail. This clause does not govern routine operational communications.

21. GENERAL

21.1 The Contract is the entire agreement concerning its subject matter. Failure or delay to enforce a right is not a waiver. Invalid provisions will be severed or adjusted to the minimum extent needed, without affecting the remainder. Rights and remedies are cumulative.

22. The Parties are independent contractors. Nothing creates employment, agency, partnership or joint venture.

23. The Contract and non-contractual obligations arising from it are governed by the laws of the State of Israel, without regard to conflict-of-laws rules. The competent courts of Tel Aviv-Jaffa have exclusive jurisdiction.

24. These Terms may be published in English and Hebrew. If there is any inconsistency, the English version prevails, unless the PO or a signed agreement expressly states otherwise.

ASTRAZENECA (ISRAEL) LTD.

OCTOBER 2026