

## PHARMING'S GENERAL TERMS AND CONDITIONS OF PURCHASE

### 1. Definitions

The following definitions apply in these Terms and Conditions:

**Agreement:** the agreement pursuant to which Pharming instructs the Supplier to supply Goods, Services or a combination thereof.

**Goods:** All goods and property rights in the sense of Book 3, Section 1 of the Dutch Civil Code.

**Order:** any written acceptance from the Supplier to Pharming of a Quotation for the supply of Goods, Services or a combination thereof.

**Pharming:** one of the following Pharming entities established in the Netherlands: Pharming Group N.V., Pharming Technologies B.V., Broekman Instituut B.V. and/or Pharming Research & Development B.V. (referred to jointly or separately as '**Pharming**') whereby Pharming acts as buyer and the other party as the supplier of the Goods or Services to be supplied. This also includes entities to be established in the future that will fall under Pharming Group N.V. Where appropriate, third parties may act on Pharming's behalf.

**Purchasing Conditions:** these General Purchasing Conditions that apply to and are an integral part of the Agreement or the Order.

**Purchase Order:** Pharming's written order, of which these Purchasing Conditions are a part, for the purchase of Goods and/or Services from a Supplier.

**Quotation:** the Supplier's offer to Pharming for the supply of Goods, Services or a combination thereof.

**Services:** the work to be performed by the Supplier on the basis of these Purchasing Conditions as described in a Purchase Order.

**Supplier:** Pharming's contractual counterparty to the Agreement.

### 2. Scope of application

2.1 These Purchasing Conditions apply to and form an integral part of all requests for Quotations, Orders and oral agreements and negotiations, by or on behalf of Pharming, as well as any ensuing Agreements.

2.2 The applicability of any of the Supplier's general terms and conditions is expressly rejected.

2.2 In the event of any conflict between the provisions of these Purchasing Conditions and the Agreement, the provisions of the Agreement will take precedence.

2.3 Additions to or deviations from these Purchasing Conditions are only valid insofar as they have been agreed in writing between Pharming and the other party (the **Supplier**), and they only apply to the Order in question.

2.4 If any provision of these Purchasing Conditions turns out to be entirely or partially in conflict with any mandatory statutory provision, these Purchasing Conditions will remain in full force as far as the rest of the provisions are concerned. With respect to any null, void or annulled provisions, Pharming will, in consultation with the Supplier, draw up new provisions that approach the purport of the original provisions as closely as possible.

### 3. Acceptance

3.1 An Order will be deemed to be accepted by the Supplier to whom the Order is given in writing, by facsimile or by e-mail, unless the Supplier informs Pharming in writing, by facsimile or by e-mail that it does not accept the Order within five (5) working days after the date on which the Order is given or within another term set in the Order.

- 3.2 To the extent that the Supplier has commenced delivery of Goods or performance of Services without Pharming having accepted the Order in writing, Pharming may explicitly accept the Order in writing within five (5) working days after commencement of the delivery or work. In all other cases, no Agreement will have been entered into.
  - 3.3 In the event of call-off contracts, the Order comes into effect when Pharming sends the order for a delivery or partial delivery in the context of the call-off agreement.
  - 3.4 If designs, drawings, models, specifications, instructions, inspection regulations and the like that have been made available by Pharming or approved by it are used in the execution of the Agreement and/or Order, they are part of the Agreement and/or Order.
  - 3.5 Agreements, additional agreements and/or undertakings made after the Agreement and/or Order are not binding unless one of Pharming's authorised representatives has confirmed them in writing with the Supplier.
  - 3.6 Amendments to the provisions of the Agreement and/or Order will only be binding if the parties agree to them in writing. Pharming is under no obligation to purchase Goods exclusively from the Supplier or to purchase a minimum quantity of Goods from the Supplier.
4. **Delivery time, delivery and outsourcing to third parties**
- 4.1 The Agreement and/or Order will set out the delivery time or latest delivery date of the Goods. The delivery period will commence on the day on which Pharming issues the Order in writing, by fax or by e-mail. The delivery term is a final deadline: if the delivery term is exceeded, Supplier will be in default without further notice of default. The Supplier must notify the client immediately in writing of any imminent exceeding of the delivery time or date or any expected delay in the provision of services. In that case, Pharming is entitled to terminate the Agreement and/or Order without notice of default or judicial intervention and/or the right to compensation for the damages it has sustained and/or will sustain as a result of the delay.  
The Supplier's notification will not affect Pharming's rights if the delivery period is exceeded.
  - 4.2 If Pharming is unable to accept delivery of the Goods at the agreed time due to exceptional circumstances, the Supplier will – at Pharming's request – postpone delivery for a reasonable period to be determined by Pharming.
  - 4.3 Unless otherwise stated in the Agreement and/or Order, delivery of the Goods will be delivered duty paid (DDP) to the address specified by Pharming, in accordance with the applicable provisions of the latest edition of Incoterms, published by the International Chamber of Commerce, that applies on the date of the Agreement and/or Order ('Incoterms').  
The Supplier must mark the Goods as destined for Pharming and keep the Goods safe and insured until they are delivered to Pharming.  
The Supplier will not make the Goods available or show the Goods to third parties or allow third parties access to the Goods without Pharming's prior written permission.
  - 4.4 The Supplier will make all agreed documents available to Pharming prior to or at the same time as delivery. Pharming is at liberty to use this documentation, including reproducing it for its own use.
  - 4.5 After delivery, Pharming will check the Goods for visible defects. Pharming will submit any complaints or claims regarding non-conformity to the Supplier within thirty (30) calendar days of delivery. The Supplier undertakes to deal with any complaints immediately and adequately. Pharming is entitled to return deliveries or partial deliveries of Goods that it has not agreed to at the Supplier's expense and risk.

If quantities are delivered that deviate from the quantities as agreed, and the deviation is greater than is customary in the sector concerned, Pharming is entitled to reject delivery of the surplus or, if less has been delivered than agreed, the entire delivery at the Supplier's expense and risk.

- 4.6 The Supplier will not transfer or pledge the rights and obligations arising from the Agreement and/or Order to a third party without Pharming's prior written permission. Pharming is entitled to transfer the rights and obligations arising from the Agreement and/or Order to a third party.
- 4.7 If a delivery date, dates or term(s) is/are exceeded, the Supplier will owe Pharming an immediately payable penalty amounting to 1% of the entire invoice value of the Agreement and/or Order in question for each week that this failure continues, up to a maximum of 10%. The foregoing is without prejudice to Pharming's other rights, in particular, but not limited to, the right to suspend or terminate the Agreement and to full compensation.

## **5. Execution of the Order**

The Supplier is not permitted to outsource the work to a third party without Pharming's prior written permission. The Supplier will remain fully responsible and liable for work performed by third parties on behalf of the Supplier (including work performed by independent contractors and representatives) and indemnifies Pharming against all third-party claims arising from or related to work performed by third parties on behalf of the Supplier or Goods used or delivered by third parties (including ultimate liability for payment of taxes and social insurance premiums under the Dutch Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act) [*Wet Ketenaansprakelijkheid*].

## **6. Transfer of ownership and risk**

- 6.1 Ownership of the Goods will pass unencumbered and unconditionally to Pharming at the time the risk for the Goods is transferred, as provided for in the Incoterms. Promptly after the aforementioned time, the Supplier will hand over to the client a complete set of the original shipping documents (bills of lading, master's receipts or other applicable documents), or, if so agreed, transfer the equivalent data file.
- 6.2 If Pharming makes partial payments for the Goods, or parts of the Good, in connection with the Order in anticipation of delivery of the Goods, ownership of the Goods, or parts of the Good, will pass to Pharming at the time of delivery of the Goods, or parts of the Good, to the Supplier or – in case of manufacturing – at the time that the Supplier has commenced manufacturing. The risk for these Goods will pass to Pharming at the time stipulated in the Incoterms.

## **7. Packaging and transport**

- 7.1 The Supplier will ensure that the Goods to be delivered will be properly packaged, insofar as applicable in accordance with Pharming's instruction(s) and specification(s). The Goods to be delivered will not be packaged in packaging that, at the time of delivery, is – or is suspected to be – environmentally harmful or may otherwise pose a threat to safety, welfare or health, according to the statutory provisions and the state of the knowledge at the time.
- 7.2 On delivery of Goods, the Supplier will provide a packing list, which must state at least, but not exclusively, the quantity and nature of the Goods, the number of the corresponding Agreement, Pharming's contact person and the delivery address. Without this packing list, Pharming will be entitled to refuse to take delivery without being obliged to pay any fee or compensation.

- 7.3. The supply and removal of materials and rubble, packaging, remnants and other waste released as a result of these activities will be carried out by and at the expense of Supplier in the manner prescribed by the applicable regulations.
- 7.4. The Goods must be delivered with all the documents intended for the optimal use of the Goods as well as with any guarantee certificates, quality marks and/or certificates. This means, among other things, that all parts, auxiliary materials, attachments, tools, spare parts, user instructions and instruction books that are necessary for the use intended by Pharming, or that the Supplier may reasonably assume are necessary for that use according to the purpose stated in the Agreement, must be included, even if they are not specifically mentioned in the Agreement.
- 7.5. Installation, assembly and other activities concerning the Goods delivered by the Supplier will be performed by the Supplier at its own expense and risk. The same applies if the Supplier has subcontracted this to a third party; this subcontracting will only be permitted with Pharming's prior written permission.

## **8. Changes**

- 8.1 Pharming will be entitled to require a change in the quantity and/or the quality of the Goods to be delivered. Pharming will be entitled to change the designs, drawings, models, instructions, specifications, and the like with respect to the Goods to be supplied.
- 8.2 If, in the opinion of the Supplier, a change will have consequences for the agreed fixed price and/or the time of delivery, then before carrying out the change, it will be obliged to inform Pharming of this in writing as soon as possible, but at the latest within eight (8) working days after having been notified of the required change. If these consequences for the price and/or delivery time are, in Pharming's opinion, unreasonable in relation to the nature and scope of the change, Pharming will be entitled to cancel the Order or terminate it entirely or in part without judicial intervention by means of a written notification to the Supplier. A termination or cancellation based on this paragraph will not entitle either party to compensation for any damages.

## **9. Price and payment**

- 9.1 Pharming is only obliged to pay the amounts agreed in the Agreement and/or Order. The prices stated in the client's Order are in euros and include packaging, transport costs, any customs duties and taxes and levies necessary for the Supplier to fulfil its obligations and are fixed, unless otherwise agreed in the Order. Additional costs that are not covered in advance by Pharming's written Order will not be eligible for reimbursement.
- 9.2 The prices for the provision of services are calculated on the basis of a fixed hourly rate.
- 9.3 The invoices must contain a detailed and itemised statement of the goods delivered and/or Services performed, must mention the turnover tax separately, and state the Purchase Order number corresponding to the Agreement and/or Order. Unless otherwise agreed in writing, payment of invoices will take place within thirty (30) days from the date of receipt of the invoice in question. Payment does not constitute acceptance of the Goods in question. Pharming is entitled to suspend payment if it discovers a shortcoming in Goods. Pharming is entitled to deduct amounts that the Supplier owes to it from the amounts.
- 9.4 The Supplier is not permitted to assign, pledge or transfer ownership of its claims against Pharming to any third party without Pharming's prior written permission.
- 9.5 In specific cases, Pharming is entitled to require a bank guarantee from the Supplier in the Agreement and/or Order.

## 10. **Guarantees, liability and indemnification**

### 10.1 The Supplier guarantees that:

(a) the Goods are (i) new, of good quality and free from defects; (ii) in full accordance with Pharming's requirements, specifications, conditions, drawings, samples, business requirements and/or other information provided by Pharming; (iii) free from design defects; (iv) complete and suitable for the business purpose and use specified in the information provided by Pharming; and (v) do not infringe any third-party intellectual property rights, also with regard to the aforementioned business purpose and use; and that Supplier is the owner of the intellectual property rights or has sufficient rights to transfer the Goods, free of obligations vis-à-vis third parties.

(b) the legal and government regulations of the country of destination have been satisfied with respect to the Goods and that all approval documents required by the authorities have been obtained and will be given to Pharming; that the Goods meet the requirements of the safety and quality standards generally accepted in the industry concerned; that the Goods have the approvals and certificates required for their commissioning; and, to the extent necessary for the health or safety of persons or property, that they have the necessary clear instructions, safety precautions and warnings.

### 10.2 The Supplier is liable for and indemnifies Pharming against all third-party claims (including those from Pharming employees) in connection with acts or omissions of, or failure to perform, obligations (including the guarantees given under a) and b)) vis-à-vis Pharming by the Supplier and/or third parties involved in the execution of the Agreement and/or Order, and in connection with any infringement or alleged infringement of third-party intellectual property rights because of the Goods or their use.

### 10.3 The Supplier will be liable vis-à-vis Pharming for all damages that Pharming may suffer as a result of attributable breaches on the part of the Supplier. This explicitly includes loss of turnover and profit, trading loss and other consequential damages that Pharming and/or third parties may suffer as a result.

### 10.4 Supplier will be liable vis-à-vis Pharming for all damages that the Supplier, its personnel or others involved by it in the execution of the Agreement inflict on Pharming, to persons employed by or for Pharming and/or to its clients.

### 10.5 The Supplier will take out adequate insurance against the liability referred to in this article and it will allow Pharming to inspect – on request – the policy as well as proof of payment of the premiums owed in this respect.

## 11. **Force majeure**

### 11.1 If the Supplier is prevented by force majeure that is permanent in nature from (further) fulfilling its obligations arising from the Agreement and/or Order, Pharming will be entitled to terminate the Agreement and/or Order in full or in part with immediate effect, without judicial intervention and without any obligation to pay compensation. Force majeure of a permanent nature will include temporary force majeure occurring at such a time that subsequent execution of the Order becomes impossible or pointless in Pharming's opinion.

### 11.2 If the Supplier is prevented by force majeure that is temporary in nature from (further) fulfilling its obligations arising from the Agreement and/or Order and the provisions of the previous paragraph of this article do not apply, Pharming's obligations will be suspended until such time as it is once

again able to fulfil its obligations. If subsequent performance is no longer possible or useful in Pharming's opinion, or if the force majeure lasts for one month or longer, Pharming will be entitled to terminate the Agreement and/or Order with immediate effect without judicial intervention and without any obligation to pay compensation.

- 11.3 Force majeure on the part of the Supplier will in any case not include attributable breaches of its suppliers, machinery breakdowns or interruptions in production, strikes or other industrial action.

**12. Attributable breaches and termination**

- 12.1 If the Supplier fails to meet any of its obligations arising from the Order or if Pharming can reasonably deduce that the Supplier will fail to meet these obligations, Pharming is entitled to suspend all its obligations towards the Supplier by means of a written statement, to cancel the Agreement and/or Order and/or to terminate the Agreement and/or Order, entirely or in part, without notice of default, without judicial intervention and without prejudice to all its other rights.
- 12.2 If the Agreement and/or Order is terminated in full, Pharming will return the Goods already delivered to Supplier at the Supplier's risk and expense against reimbursement of amounts already paid and costs of transport. In the event of partial termination, Pharming will pay a reasonable part of the agreed price for the Goods already delivered and that it has accepted.
- 12.3 Insofar as Pharming chooses to comply with the Agreement and/or Order, the Supplier is obliged to comply with it promptly in full and to replace or repair any rejected Goods at its own expense and risk. If the replacement or repairs carried out by Supplier are not properly performed within a reasonable period of time, which is to be determined by Pharming, or if in view of the safety and continuity of Pharming's business operations there is insufficient opportunity to have replacement or repairs performed by Supplier, as well as in the event of continuous delay in execution of the Agreement and/or Order or any part thereof, Pharming will be entitled to effect replacement, repair, delivery or performance in another way at the Supplier's expense and risk, without prejudice to the guarantees that the Supplier has stipulated.
- 12.4 Pharming is furthermore entitled to cancel the Agreement and/or Order with immediate effect or to terminate it in full or in part, without notice of default and without judicial intervention, by means of a written statement, if:
- a) the Supplier applies for or is granted suspension of payments or a bankruptcy order;
  - b) the Supplier is placed under forced administration or an administration order;
  - c) the Supplier's company is sold or ceases operations or the Supplier dies;
  - d) the Supplier's licences that are necessary for the execution of the Agreement and/or Order are revoked;
  - e) the Supplier's assets or a significant part of the Supplier's operating resources, or Goods intended for the execution of the Agreement and/or Order, are seized entirely or in part;
  - f) Pharming's independence in the continuation of the Agreement or affiliated agreements and/or the Order are compromised.
- If Pharming terminates the Agreement and/or Order for any of these reasons, it will never be liable to pay any compensation, without prejudice to the other rights accruing to Pharming, including the right to full compensation and reimbursement of the purchase price.

**13. Non-attributable breaches**

If one of the parties fails to fulfil its obligations, including guarantee obligations, and this is not due to its fault, nor is it accountable by law, a legal act or according to generally accepted standards,

that party will be released from the fulfilment of those obligations and will immediately inform the other party accordingly. The latter will then be entitled to terminate the Agreement and/or Order entirely or in part, or to suspend the fulfilment of its obligations.

**14. Confidentiality and publicity**

- 14.1 The Supplier will not disclose the Agreement and/or Order and all data and/or materials and know-how that come to its knowledge in connection with the execution of the Agreement and/or Order to third parties or use them for its own benefit or for the benefit of third parties without Pharming's prior written permission. Insofar as they are not (or no longer) required for the execution of the Agreement and/or Order, the Supplier will return all these materials, know-how and data (and all copies thereof) to Pharming without delay and without damage, or, if this is not reasonably possible, the Supplier will destroy them.
- 14.2 Without Pharming's prior written permission, the Supplier will not refer to the collaboration with Pharming or any Agreement and/or Order in publications or advertisements in magazines, newspapers, reports, consignment slips, brochures or other publications.

**15. Intellectual property rights**

- 15.1 All Pharming's intellectual property rights that are vested in materials, drawings, models, instructions, specifications, equipment, software, tools and other resources that Pharming gives to the Supplier in the context of the execution of the Agreement will remain vested in Pharming. The Supplier is obliged to mark these items so that they can be recognised as Pharming's property and intellectual property, to keep them in good condition and insure them at Pharming's expense against all risks for as long as the Supplier acts as holder of these items on Pharming's behalf.
- 15.2 New intellectual property rights to Goods manufactured by the Supplier on Pharming's behalf, as well as improvements and additions to them, will accrue or be transferred to Pharming. To the extent that any further acts are required for the transfer of said rights, the Supplier will cooperate with the transfer of these intellectual property rights immediately on Pharming's request. The Supplier waives its personality rights to intellectual property created by the Supplier as part of the Agreement and/or Order.

**16. Transfer of rights and obligations**

Transfer of rights and obligations by a party to a third party requires the Supplier's prior written permission; in this case the transferring party will ensure that the Agreement and/or Order are executed by the third party concerned. Pharming will, however, be entitled to instruct the Supplier to deliver the Goods to another Pharming company and, in connection with that, to transfer all of its rights and obligations to this other company. The Supplier hereby gives its permission to this transfer in advance.

**17. Auxiliary materials**

- 17.1 Materials, drawings, models, instructions, specifications and other resources made available by the client or purchased or produced by the Supplier on behalf of Pharming will remain Pharming's property or will become Pharming's property at the time of purchase or production.

- 17.2 The Supplier is obliged to mark the auxiliary materials referred to in the previous paragraph so that they can be recognised as Pharming's property, to keep them in good condition and insure them at its expense against all risks for as long as the Supplier acts as holder of these auxiliary materials.
- 17.3 Changes to or deviations from the auxiliary materials referred to in paragraph 1 of this article, as well as the use of these auxiliary materials for or in connection with any other purpose than delivery to Pharming, are only permitted with Pharming's prior written permission; approval does not affect any of the Supplier's guarantee obligations.

## 18. **Inspections and checks**

- 18.1 Pharming is entitled to inspect the Goods. If no inspection is carried out at the Supplier's, Pharming may inspect the Goods after delivery for, inter alia, damage, size, quantity and weight.
- 18.2 If it has been agreed that Pharming will inspect the Goods at the Supplier's premises before delivery:
  - (a) the Supplier will keep the Goods ready for inspection at a specific time so that they can be inspected with due observance of the provisions under (b) before the expiry of the delivery period and the Supplier will notify Pharming of this time in writing;
  - (b) Pharming will commence inspection within two weeks of receipt of the notification referred to in (a) or within two weeks of the Goods being ready for inspection, whichever is later, and will complete the inspection within two weeks;
  - (c) at no charge to Pharming, the Supplier will make suitable premises and reasonable assistance in terms of staff and materials available to Pharming, if required;
  - (d) if the Supplier so requires, the inspection will be carried out in its presence or in the presence of an expert appointed by it;
  - (e) if Pharming rejects the Goods, without prejudice to any other rights or claims, it may require the Supplier to immediately present the missing or repaired or replacement Goods for inspection.
- 18.3 If the Supplier fails to perform an act required for the cooperation with an inspection or check, the resulting costs will be at his expense. If the Goods are inspected pursuant to paragraph 2(e), the costs involved will be at the Supplier's expense.
- 18.4 If the Goods are damaged or expended during an inspection, the Supplier will have no claims against Pharming in this respect if the Goods are rejected entirely or in part, and Pharming will have no claims against the Supplier in this respect if the Goods are approved.
- 18.5 If Pharming does not approve of the Goods on inspection, the Supplier will collect them from Pharming at its own expense within two weeks after Pharming has notified it of this. If the Supplier fails to fulfil this obligation, Pharming may have the goods collected from the Supplier at the Supplier's expense, without prejudice to all other rights or claims.

## 19. **Personnel, equipment and materials**

- 19.1 Personnel engaged by the Supplier for the execution of the Agreement and/or Order must comply with the special requirements set by Pharming and, in the absence thereof, with the general requirements of professional competence and expertise.
- 19.2 If Pharming considers that personnel are not sufficiently qualified, Pharming may order them to be removed and the Supplier will then be obliged to replace them without delay, taking into account the provisions of paragraph 1 of this article.

- 19.3 Pharming is entitled to check and inspect all materials and equipment to be used by the Supplier for the execution of the Agreement and/or Order and to identify personnel involved by the Supplier in the execution of the Agreement and/or Order.
- 19.4 For the application of these Purchasing Conditions, the Supplier's personnel are deemed to include third parties that the Supplier has involved for the execution of the Agreement and/or Order.

## 20. **Pharming's site and buildings**

- 20.1 Prior to commencing the execution of the Agreement and/or Order, the Supplier must familiarise itself with the circumstances at the Pharming site and in the buildings where the work is to be performed, which may affect the execution of the Agreement and/or Order.
- 20.2 The Supplier bears the risk and cost of delays in the execution of the Agreement and/or Order caused by any of the circumstances referred to above.

## 21. **Work on Pharming's site/in its buildings**

- 21.1 The Supplier will ensure that its presence and that of its personnel on Pharming's site or in its buildings do not hinder the undisturbed progress of Pharming's work or of the work of third parties.
- 21.2 Before starting to execute the Agreement and/or Order, the Supplier and its personnel must acquaint themselves with the contents of the instructions and rules that apply on Pharming's site or in its buildings, including those in relation to safety, health and the environment, and they must conduct themselves accordingly.  
If requested, the Supplier and its personnel will participate in digital or other safety training provided by Pharming.
- 21.3 Pharming will provide a copy of the aforementioned instructions and rules to the Supplier at the Supplier's request.

## 22. **Right to audit**

- 22.1 The Supplier's documents, including but not limited to financial records, written policies and procedures, subcontractor records (including bids from providers accepted and rejected), original quotations, work lists, correspondence, order modification records (including documentation of negotiated settlements), and any other supporting evidence necessary to substantiate actual or reimbursable costs in connection with the Agreement and/or Order (all of the foregoing hereinafter referred to as '**Documents**'), must be accessible for inspection and may be verified and/or copied, during business hours, by Pharming's representative or authorised agent insofar as it is necessary to assess and verify any invoices, payments or claims submitted by the Supplier or its beneficiaries in the context of the Agreement and/or Order. These Documents will also include, but not be limited to, those documents required to assess and check direct and indirect costs (including overhead allocations) as they may relate to the actual costs in the context of the Agreement and/or Order.
- 22.2 For the purpose of these audits, inspections, investigations and assessments, Pharming's representative or authorised agent must have access to the Documents for the duration of the Agreement and/or Order and for three (3) years from the date of final payment by Pharming to the Supplier in the context of the Agreement and/or Order. This may be longer if it concerns a warranty period.

- 22.3 Pharming's representative or authorised agent must have access to the Supplier's facilities and all Documents relating to the Goods and must be given an adequate and appropriate working space so that he/she can conduct the audits in accordance with this article. Pharming's representative or authorised agent will notify the Supplier in writing within a reasonable period of time prior to the intended audits.

**23. Ethical business practices/conflicts of interest/the Pharming Code of Conduct**

- 23.1 During the execution of the Agreement and/or Order, the Supplier will observe business practices that are in accordance with the letter and spirit of the applicable laws and regulations, as follows:
- (a) All transactions in connection with the Agreement and/or Order will be accurately recorded in the Supplier's books and no payments will be made, whether in cash or otherwise, directly or indirectly, to government officials or to persons acting on their behalf or to representatives of other companies with a view to influencing government decisions or actions in areas where Pharming operates.
  - (b) The Supplier will perform the agreed work in such a way that Pharming does not suffer any losses as a result and is not embarrassed by any actual or apparent conflict of interest, and will require all subcontractors to adhere to this same policy in connection with the Agreement and/or Order.
- 23.2 Pharming endeavours to hold itself and its suppliers to the highest ethical standards, including basic human rights, equal treatment, healthy working conditions, respect for the environment, providing sound management systems and conducting business in an ethical manner. Without negating the Supplier's obligations under these Purchasing Conditions and without violating any guarantees, obligations or other provisions of these Purchasing Conditions, the Supplier hereby agrees to do its best to conform with the letter and spirit of the Pharming Code of Conduct. A copy of the most up-to-date version is available on [Pharming's website](#). The Supplier will provide all documentation that Pharming may reasonably request to demonstrate compliance with the code.
- 23.3 Pharming is entitled to cancel the Agreement and/or Order if the Supplier, its employees, agents, representatives, subcontractors, consultants or temporary contractors do not comply with the said business practices.

**24. Data privacy**

Both parties will comply with the legislation on personal and other data protection with respect to the obligations arising from the Agreement and/or Order. For the purposes of this clause, 'legislation on personal and other data protection' means all applicable data protection or personal data protection laws to which both parties are subject in connection with the Agreement and/or Order, where applicable. In the event that personal data is processed in the context of the Agreement and/or Order, the Parties will enter into a separate data processing agreement.

**25. Disputes**

- 25.1 The legal relationship between Pharming and the Supplier is governed by the laws of the Netherlands, with the exclusion of the applicability of the Vienna Sales Convention.
- 25.2 All disputes arising from or connected with these Purchasing Conditions, an Agreement or an Order will in the first instance be heard exclusively by the competent court of the District Court of The

Hague, on the understanding that Pharming retains the right to bring disputes before the court that has jurisdiction in the place where the Supplier has its place of business.

**26. Provisions that remain in effect and ineffectiveness**

- 26.1 After termination of the Agreement and/or Order, regardless of the cause, the articles of these Purchasing Conditions, the Agreement and/or the Order, which by their nature are intended to remain in force after termination, will remain in force between the parties.
- 26.2 If these Purchasing Conditions or the terms and conditions in the Agreement and/or Order are or become partially invalid or non-binding, the parties will remain bound to the remaining part of the Purchasing Conditions or the Agreement and/or Order. The parties will replace the invalid or non-binding part by provisions that are valid and binding and the legal consequences of which correspond as far as possible with the invalid or non-binding part, taking into account the contents and purport of these Purchasing Conditions or the Agreement and/or Order respectively.

**27. Changes**

Pharming is entitled to amend these Purchasing Conditions. Amendments will take effect thirty (30) days after the amended Purchasing Conditions have been filed with the Chamber of Commerce.