

## Online Bidding Terms and Conditions

### 1. Introduction

- 1.1. Gedeon Richter Plc. (hereinafter referred to as “**Richter**”) uses the online cloud service platform (hereinafter referred to as “**System**”) provided by SAP Ariba to manage its procurement processes and tenders with participating potential suppliers (hereinafter referred to as “**Supplier**”).  
Due to the above Richter launches open or closed invitation to bids (hereinafter: „**Tender**”) in the System and (invited) Suppliers with confirmed registration can also manage their bids pertaining to supplying materials/articles or providing services defined in the Tender. To receive any invitation from the System and to participate in the Tender, Supplier is obliged to complete the registration procedure.
- 1.2. Both the Invitation to Bid and the Offer are submitted electronically by uploading necessary data and documents to the System. The System serves also to record Supplier’s data electronically by means of questionnaires.
- 1.3. Definitions:
  1. Richter: Gedeon Richter Plc. (1103 Budapest, Gyömrői út 19-21.; company registration nr.: 01-10-040944);
  2. Supplier: suppliers who completed the Registration Process in the System;
  3. Tender or Online Event: procurement processes started by Richter in the System based on an invitation to bid;
  4. Invitation to Bid: the invitation to tender in the System created by Richter which contains at least the following information about the supply of materials/goods or services being provided by Suppliers: quantity, quality, delivery address, deadline;
  5. Regulation or OBTC: the present Documentum named “*Online Bidding Terms and Conditions*”;
  6. **Sanctions**: the trade, financial or other economic sanction laws, regulations, embargos or restrictive measures administered, enacted or enforced by (a) the US government; (b) the United Nations; (c) the European Union; (d) the UK government; (e) or the respective governmental institutions and agencies of any of the foregoing.
  7. **Sanctions and Trade Control Laws**: Sanctions and all other all applicable laws and regulations relating to the export, reexport, transfer, import of products, software or technology applicable to both Party’s business or their relationship with the other Party under this OBTC.
  8. **Sanctioned Party**: a legal or natural person listed on a specially designated list maintained by the U.S. government agencies, by the European Union, the UK and the United Nations for purposes of Sanctions and Trade Control Laws.
  9. System: Richter’s supplier management system, an online cloud service platform provided and managed by SAP Ariba to manage the procurement processes and tenders of Richter;

10. Offer / Quotation /Detailed Quotation /Bid: bidding documents requested from the Supplier during procurement process which contain technical, commercial and price data referring to the subject of the procurement process;
11. Registration Process: is the process by which a potential supplier provides key company information and is required to accept Richter's OBTC and other various documents and regulations in order to be formally introduced into the System. This step involves submitting general business data, such as company profile, tax information, and contact details, through a standardized supplier registration questionnaire.
12. Supplier Prequalification Process: is a risk assessment tool for evaluating a registered supplier's capabilities and suitability for specific categories or business requirements before being allowed to be awarded in sourcing events or receive purchase orders.

During Supplier Prequalification suppliers are evaluated based on criteria that are critical to the buying organization. Through standardized questionnaires, document submissions, the process helps identify potential risks and ensures that only qualified suppliers are engaged.

13. Parties: Richter and Supplier

## **2. Confirmation of registration**

- 2.1. The Supplier must ensure that he has access to the System and that he/she is familiar with its operation.
- 2.2. The Supplier declares and warrants that the data provided and uploaded during the registration and qualification process are true and valid. The Supplier is obliged to report to Richter any changes regarding the data and documents uploaded and provided during the registration and qualification. The Supplier has to report the above changes within 15 days. The Supplier is liable for any damages arising from the changes of data or the late notification.

In case of infringement of the above obligations, Richter reserves the right to exclude the Supplier from the System.

The first registered user account is considered as the primary address and general contact of Supplier . The Supplier is entitled to maintain (list, delete etc.) the secondary accounts through its primary account. The accounts only grant access to the actual Tenders to which the Supplier was invited.

- 2.3. The Supplier declares to handle its password confidentially and to take all the necessary actions in order to let only the Supplier's representative or authorized person to be aware of it and to avoid the disclosure of this information to unauthorized persons. The Supplier is responsible for the usage of the password and to keep it in secret. The Supplier acknowledges that Richter identifies the Supplier in the System based on the password and the username. As a result, every declaration, upload or download of document made by the person (who is identified by the username and password) is considered to be legally effective declaration made on behalf of the Supplier or representative of the Supplier.  
The Supplier is obliged to inform Richter immediately in case it notices any suspicious case in connection with any abuse, unauthorized access or error concerning the password.

The Supplier should ask Ariba SAP support to switch on 2FA -second factor authentication.

The purpose of two-factor authentication (2FA) is to add an extra layer of security to user accounts. It enhances protection even in cases where a password may be compromised. 2FA requires identity verification through two distinct types of authentication factors, making unauthorized access significantly more difficult.

- 2.4. Every declaration, upload or download executed in the System by the Supplier is registered in the IT system. In case of any dispute the Supplier accepts the existence of registered data and accepts it as evidence.
- 2.5. After the confirmation of the registration the Supplier is authorized to participate in and submit a Bid in the Tenders which the Supplier is invited to.
- 2.6. In case documents accepted by the Supplier during the registration are modified (e.g. current OBTC's content changes) the Supplier – if he wants to maintain its registration - is obliged to accept modified registration conditions upon the request of Richter.
- 2.7. The Supplier can be awarded only if the Supplier Prequalification Process is successfully completed.

### **3. Request for Proposals / Tender regulations**

- 3.1. The Tender process will be conducted through the System, and all communication between Richter and the Supplier will be through the System. The Supplier agrees to submit bids only through the online bidding mechanism supplied by the System and not to submit bids via any other mechanism including, but not limited to, post, courier, fax, email, or orally unless specifically requested by Richter.
- 3.2. In case of closed sourcing procedures, Richter reserves the right to invite exclusively those Suppliers who are selected by Richter (at its discretion), moreover only the selected Suppliers can see and access to the Tender documentation of the specific Tender.
- 3.3. Richter reserves the right to cancel, modify or prolong the deadline of the sourcing procedure. Richter is not responsible for the consequences of cancellation or modification. Modifications are unseparated part of the Invitation to Bid and the contract later on.
- 3.4. Richter reserves the exclusive right for the selection of the winning Bidder.
- 3.5. All the submitted Offer in the Tender by the Supplier shall be deemed binding and irrevocable from the bid submission deadline until the expiry date of the Offer defined in the Tender. The Supplier is free to modify or cancel its Offer until the closure of the Tender. The Supplier is not allowed to modify the filled in data or uploaded documents after the closure of the Tender except provided it is instructed by Richter to do so in case of missing data. The binding force of the Supplier's Offer expires if Richter declares that it does not intend to sign a contract with the Supplier.
- 3.6. As a general principle Suppliers shall not be informed about the identity of the other Suppliers participating in the Tenders. In case of e-Auction Suppliers may view the price offers submitted by other Suppliers in an anonymous matter only. With the e-Auction one or more of the following information display options may be made available:

- (i) **Lead Bid visibility:** the best (lowest/highest, as applicable) price offer is displayed without disclosing the identity of the Supplier who submitted it;
- (ii) **Ranking visibility:** each Supplier may only see its own ranking among the participating Suppliers, without visibility of the ranking or positions of other Suppliers;
- (iii) **Traffic light status:** a visual status indicator is displayed, where green light indicates that the Supplier is currently ranked first, a yellow light indicates that there is at least one better offer, and a red light indicates that the Supplier has submitted the least competitive price.

Richter reserves the right to decide which of the above options shall be applied in a given e-Auction and shall clearly specify and highlight the applicable e-Auction settings in the ItB documentation.

- 3.7. Provided the Offer was accepted by Richter during the validity of the Offer the Supplier commits itself to conclude a contract in line with the Offer within the shortest possible period or to accept the order placed based on the Offer. In case the winning bidder does not sign the contract or does not accept the order due to its own fault within the timeframe defined in the Tender then Richter is authorized to sign the contract or provide an order with another Supplier. Moreover, Richter is authorized to cancel the Tender and launch a new ItB.
- 3.8. Richter reserves the right to delete the registration of the Supplier and exclude it from the actual Tender, if the Supplier breaches the regulations regarding the procurement process. In the following events Richter is especially entitled to exercise the above rights:
- (i) The Supplier or its representative materially breaches Richter's Code of Ethics
  - (ii) The Supplier breaches the obligation of confidentiality undertaken in present OBTC Regulation, or
  - (iii) The Supplier infringes Richter's good name and business reputation, or
  - (iv) The Supplier seriously or repeatedly breaches any of its obligation defined in the Tender or in present OBTC Regulation, or
  - (v) The Supplier is insolvent, or a liquidation procedure was initiated against it.
  - (vi) The Supplier or any natural person representing the Supplier violates any provisions described in Section 7.

#### 4. **Contacts**

- 4.1. Rules of electronic notifications (via email from the System):  
Email address(es) of the Supplier ed during request for registration.
- 4.2. Parties agree that, unless provided otherwise, uploaded and downloaded confirmations, documents and notifications in the System or sent via electronic way (via email) are delivered to the Supplier and Richter without authorized signature and any kind of identification. This is understood and accepted by the Parties. Parties mutually declare to accept the followings during the sourcing procedures as duly signed documents as if prepared in writing (until the opposite is proven): emails, up/or downloaded documents into the system, declarations made by filling in the questionnaires. So, both the sender and the content of the sent documents are accepted authentic.
- 4.3. According to the rules of this present OBTC Regulation Parties cannot state that emails, up/or downloaded documents into the System, declarations made by filling in the questionnaires do not meet the requirements of written documents created on behalf of the legal entity unless the usage of these rules are proven to have been utilized by fraudulent or other illegal intent.

- 4.4. In case any argument occurs in connection with the identity of the sender or the content of the above (4.3.) mentioned documents then the sender or the up/downloader has the burden of prove that the content or the sender of the email was not sent by the sender or the up/downloaded content was not sent with the arrived content.
- 4.5. The Supplier declares to accept the System and the electronic mailing system safe and appropriate at the time of signing the present OBTC Regulation. Parties confirm to inform the other Party immediately in case of any threats to the safety of the System and/or electronic mailing system. Parties are responsible for the damages caused due to the late notification. Potential damages caused by attacks towards the system carried out or initiated by third parties are considered as “force majeure” events.
- 4.6. Any declaration can be considered to be arrived to the other Party when that declaration becomes accessible to the other Party. Uploaded documents to the System and downloaded documents from there are considered to be delivered at the time of the upload/download.
- 4.7. The Supplier declares that their representative or authorized person(s) - who provide(s) Bids in the System – possess(es) the authorization with which the representative or authorized person(s) can be authorized to make an agreement on service on behalf of the Supplier. Based on the above mentioned the Supplier confirms the Offer to include mandatory commitment (binding offer) submitted in the Tender process.

## 5. **Secrecy and Confidentiality**

- 5.1. Unless otherwise agreed by the Parties in the concerned Tender the Supplier hereby declares to consider confidential any kind of commercial, market and other information, data, fact, document which Richter or any of its subsidiary, employee or authorized representative provides written or orally during the tendering and bidding process (hereinafter referred to as “**Confidential Information**”). These Confidential Information need to be handled as business secrets, and it is forbidden to forward it to third Party or to use it for other purposes that the submission of the Bid without the preliminary written permission of Richter.
- 5.2. Commitment to the secrecy in Section 5.1. does not apply for the following information:
  - (i) Information which are in the public domain at the time it was disclosed by or on behalf of the discloser, or
  - (ii) Information which is or becomes available in the public domain by publication or otherwise, except by (a) breach of this OBTC by the recipient or (b) disclosure by any Permitted User (see in Section 5.6.) to whom the discloser’s Confidential Information was disclosed under this OBTC, or
  - (iii) Information which was already known to the recipient or its Permitted User (and not subject to restriction as to use or disclosure) at the time it is disclosed by or on behalf of the discloser, or
  - (iv) Information which disclosed to the recipient or a Permitted User by a third party who, to the recipient’s or Permitted User’s best knowledge, was under no obligation of confidentiality with respect to such Confidential Information, or
  - (v) Information which is independently developed by or on behalf of the recipient or a Permitted User without direct or indirect use of the discloser’s Confidential Information and without access to or knowledge of the discloser’s Confidential Information.

- 5.3. Commitment to the secrecy detailed above expires not earlier than 3 years after disclosure.
- 5.4. The Supplier declares to use all the documents, specifications and other information provided for the Tender by Richter only for bidding purposes and discloses them to third party with prior authorization of Richter. The title to any information disclosed by Richter is reserved.
- 5.5. The Supplier allows Richter to handle and store its data provided during the registration and actual tenders for its sourcing processes. Richter undertakes to handle the received information confidentially in line with rules set out in Articles 5.1-5.3.
- 5.6. The Supplier commits to inform about the confidentiality all of its employees, authorized persons and everyone who is participant of the Tender (**Permitted Users**), moreover, render them to handle this information confidentially.

## **6. Compliance with Laws, Anti-Corruption Clause**

- 6.1. The Supplier declares and commits itself to refrain from any kind of unfair or anti-competitive behavior with special regard to any kind of collusion, agreement or false contract transaction between suppliers. The Supplier must comply with all applicable laws and regulations, including those related to the Tender and the performance of the contract.
- 6.2. The Supplier must obtain and maintain all necessary licenses, permits, and certifications required to participate in the Tender and to fulfil the contract.
- 6.3. Parties condemn all forms of bribery and are committed to comply with the applicable anti-corruption regulations, Anti-Corruption Manual of Richter (available: [https://www.gedeonrichter.com/-/media/sites/hq/documents/sustainability/en/richter\\_anticorruptionmanual\\_en\\_web.pdf?rev=8f873ad673864710bfff303abefe6ba8](https://www.gedeonrichter.com/-/media/sites/hq/documents/sustainability/en/richter_anticorruptionmanual_en_web.pdf?rev=8f873ad673864710bfff303abefe6ba8) ) and the present anti-corruption provisions (hereinafter referred to as: Anti-Corruption Laws) in the course of their business and in connection with the OBTC, the Tender and the contract. With respect to the above they agree as follows.
- 6.4. Parties undertake that they, in connection with the Tender and/or the performance the contract, neither directly nor indirectly
  - do not offer, promise or provide monetary or other material benefits, personal benefits to (i) government officials; (ii) healthcare professionals; (iii) employees of the other Party or employees of the other Party's affiliates; (iv) business partners of the other Party or business partners of the other Party's affiliates involved in the Tender and/or the performance contract; (v) and relatives of the persons listed above to provide undue influence or undue business advantage;
  - do not seek or accept any monetary or other material benefit or personal benefit from (i) employees of the other Party or employees of the other Party's affiliates; (ii) business partners of the other Party or business partners of the other Party's affiliates involved in the Tender and/or the performance of the contract; (iii) the relatives of the persons listed above; (iv) and other third parties to provide undue influence or undue business advantage.

- 6.5. Parties declare that the business negotiations prior to the Tender and/or the conclusion of the contract have not been influenced, directly or indirectly, by any unjustified pecuniary or other material advantage, personal benefit or promise to provide it to the Parties or their representatives.
- 6.6. Each Party shall be responsible to ensure that their own employees and the employees of their affiliated companies, as well as their business partners involved in the Tender and/or the performance of the contract comply with the Anti-Corruption Laws.
- 6.7. The Parties declare that their financial and accounting systems ensure the fair and accurate keeping of their books and records.
- 6.8. The Supplier shall grant Richter the right of access to relevant information and audit rights to verify the accuracy of books and records required to be maintained in compliance with applicable Anti-Corruption Laws. Richter shall give the Supplier written notice of the inspection within a reasonable time. Parties agree that Richter may carry out the inspection only during normal business hours and in such a way as not to interfere with the Supplier 's business operations. During the audit, Richter is not entitled to access information that relates to the Supplier's other customers, including confidential information of the Supplier that is not relevant to the verification of compliance with the Anti-Corruption Laws. Parties agree that the confidentiality provisions of the OBTC shall be applied for the result of the inspection.
- 6.9. In case one of the Parties makes an illegal gift or payment in connection with the Tender, the negotiation, conclusion or performance of the contract in violation of the Anti-Corruption Laws, or there is a reasonable suspicion that such payment or gift has been made or is being made, the other Party is entitled to terminate the contract with immediate effect.
- 6.10. Parties declare that they have understood the above anti-corruption provisions and at the same time undertake to comply with the Anti-Corruption Laws in the course of their business.
- 6.11. The Supplier declares that neither themselves, nor any of their affiliates, directors, officers, employees or associated persons are:
- Sanctioned Parties,
  - Owned or controlled by a Sanctioned Party
  - Acting for the benefit or on behalf of a Sanctioned Party,
  - Engaged in any conduct that would cause the other Party to breach Sanctions and Trade Control Laws or become a Sanctioned Party.
- 6.12. Each Party warrants that they have obtained all necessary permits and licences for the sale, supply and delivery of any products and/or services under this OBTC.
- 6.13. Neither Party shall offer, supply, resell or deliver any products or services in violation of Sanctions and Trade Control Laws.
- 6.14. The Supplier must notify the other Party in writing within 5 business days:
- if any procedure is initiated that may reasonably result in one of their affiliates, directors, officers, employees or associated persons becoming a Sanctioned Party;

- if any of their affiliates, directors, officers, employees or associated persons become a Sanctioned Party.

## **7. Limitation of Liability**

- 7.1. The issuance of a Tender and the receipt of information in response to this will not cause Richter to incur any liability or obligation to the Supplier, financial or otherwise.
- 7.2. Richter is not liable for any costs or damages incurred by the Supplier in connection with the Tender, including but not limited to costs associated with the preparation and submission of bids.
- 7.3. Richter is not liable for any loss and/or damage suffered by the Supplier as a result of the cancellation of a Tender or the award of the contract to another Supplier.

## **8. Miscellaneous**

- 8.1. These Online Bidding Terms and Conditions shall survive the completion of an Online Event.
- 8.2. These Online Bidding Terms and Conditions contain the applicable provisions with respect to the Tender and supersede all prior terms and conditions, agreements and understandings regarding the Tender, whether written or oral. Any amendments or modifications require written form and respective agreement.
- 8.3. The failure of either Party to enforce any provision will not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of these Online Bidding Terms and Conditions or an agreement entered into on its basis, including all referenced further documents.
- 8.4. The Bidder may not assign or transfer any of its rights and obligations under a bid/a contract without prior written consent of Richter.
- 8.5. Richter may assign or transfer any of its rights or obligations under a Tender process, received bid and consequent contract to a third party without the prior written consent of the Supplier
- 8.6. If any provision of these Online Bidding Terms and Conditions is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision will be deemed to be severed, and the remaining provisions will remain in full force and effect.