Basic Service Agreement

This Basic Service Agreement (this “Agreement”) shall be entered into by and among Boehringer Ingelheim Korea (“BIVK”) and its service supplier (“Supplier”).

Article.1 General

BIVK and Supplier shall perform their obligations under this Agreement and other individual agreements which are additional or supplemental to this Agreement, including Scope of Work and Payment Schedule (the “Individual Agreement”), in good faith, and shall comply with all applicable laws, instructions from supervising authorities, and guidelines of BIVK.

Article.2 Services

(1) Supplier shall not completely delegate its obligations under this Agreement to a third party. Supplier may, with prior approval from BIVK, retain a third party in order to perform specific obligations under this Agreement. Supplier shall use its best efforts to choose the third party through an open bidding process, which shall be subject to approval from BIVK.

(2) Upon mutual agreement between BIVK and Supplier, Supplier may retain a third party on its own account. Supplier shall be responsible for ensuring that the third party complies with applicable laws and guidelines of BIVK, and shall conduct audits on the third party as necessary.

(3) BIVK may require Supplier to receive and use materials from BIVK if there is a justifiable reason, such as assuring or improving quality, etc.

(4) All expenses incurred in the course of performing this Agreement shall require receipts. Travel expenses shall be subject to travel expense reimbursement guidelines of BIVK, rules mutually agreed upon by BIVK and Supplier, or the fixed amount recognized by tax authorities.

Article.3 Scope of Application

Unless agreed otherwise, the provisions in this Agreement shall apply to all Individual Agreements.

Article.4 Amendment

If reasonable and objective reasons necessitating change to this Agreement exist, or if BIVK requests change to this Agreement, BIVK and Supplier may mutually agree to amend this Agreement or

Individual Agreements by affixing seals to the amendment thereof.

Article.5 Compensation

(1) The amount of compensation for Supplier shall be reasonably agreed upon by BIVK and Supplier, taking into consideration the nature of the service, amount of the materials, labor costs, consumer price fluctuation, maintenance expenses, reasonable profit, etc.

(2) Payment determined in Clause 1 during the contract period may be changed upon agreement between BIVK and Supplier depending on work progress. However, when the changing amount upon agreement is larger than the payment determined in this contract or individual contract, additional PO(Purchase Order) shall be issued for the additional expenses and individual contracts shall be signed.

Article.6 Payment

(1) Upon completion of service by Supplier and approval by BIVK, Supplier shall issue a tax invoice and BIVK shall pay the compensation amount.

(2) Tax invoices shall be issued before the 25th of the month in which the service has been completed. Provided, however, that if the service is completed after the 25th, the tax invoice shall be issued by the 25th of the following month. Payment date and method shall be separately agreed upon.

(3) BIVK and Supplier may, upon mutual agreement and provision of guarantee bond, reimburse preliminary expenses.

Article.7 Duty to Report

(1) Supplier shall report to BIVK the progress of its performance of service obligations, in accordance with prior agreement or upon request from BIVK.

(2) For all meetings related to the performance of this Agreement, Supplier shall prepare meeting minutes at the request of BIVK, and the minutes shall be sent to BIVK within one (1) week of the meeting. BIVK shall review the minutes and request revision, if any, within two weeks of receiving them. Supplier shall keep and maintain the finalized minutes.

Article.8 Pharmacovigilance(PV)

(1) Definition of Adverse Event (AE). As used herein an “Adverse Event” or “AE” shall mean any untoward medical occurrence in a patient or clinical trial subject administered a medicinal product and which does not necessarily have a causal relationship with this treatment.

(2) Adverse Event Reporting. In order to enable BIVK to comply with its world-wide regulatory reporting responsibility, the Supplier shall forward within one (1) business day after receipt to BIVK all information, Supplier becomes aware by any means, on

(a) all AEs,

(b) Drug Exposure during Pregnancy (DEDP),

(c) adverse events reported during or after pregnancy, or embryo / foetal maternal or paternal exposure, lactation, or occupational exposure,

(d) any report of lack of effect, medication error, overdose, abuse, misuse, drug-drug or drug-food interaction, suspected transmission of an infectious agent via a BIVK product, off label use,

(e) any report of product complaints associated with an AE, and falsified product associated with an AE.

(f) any information where at least adverse event information after intake of a BIVK active substance / product by patient(s) is available, and all other information (e.g. about counterfeits) regarding a BIVK product that might lead to a risk for a patient.

Supplier shall forward all information listed under (a)-(f) above as it has been received, without screening, selection or further processing either by fax or secure e-mail to following BIVK contact indicating the date of receipt:

Office :+82-2-709-0171

Fax: +82-2-2259-4288

Email: PV_local_korea@boehringer-ingelheim.com

Upon request of BIVK, Supplier shall provide BIVK with further information. Supplier is responsible to ensure that its staff working for BIVK is adequately informed and trained to comply with the reporting obligations described in this section and document this.

Article.9 Product Enquiries

(1) Definition. “Product enquiry” shall mean any request for information by healthcare providers, health care organizations, governmental or regulatory authorities, patients or other third parties related to specific medicinal products and its related indication(s).

(2) Reporting. Supplier shall forward any and all Product Enquiries, within one (1) business day after receipt to Boehringer. Supplier shall report the Product Enquiry as it has been received, without screening, selection or processing, either by fax or email to the following BI Medical Information (MI) contact including the date of receipt: zzseomi@boehringer-ingelheim.com. Upon request by Boehringer, Supplier will request further information regarding the Product Enquiry and forward it to Boehringer.

(3) The Training Obligation. Supplier is responsible to ensure that any and all personnel, who might receive a Product Enquiry are adequately informed and trained to comply with the

reporting obligations stated above.

Article.10 Personal Information Protection

In the event that Supplier collects and/or uses personal information in performing its services under this Agreement, Supplier shall comply with legal requirements of the Personal Information Protection Act by, among others, obtaining the consent to collect and use personal information from relevant individuals. […]. Supplier shall indemnify and hold harmless BIVK from any liability arising from Supplier's violation of the Personal Information Protection Act under this Agreement.

Article.11 Delivery and Inspection

(1) Supplier shall deliver its services within the date agreed upon with BIVK and in accordance with the delivery procedure.

(2) Standards and method of inspection shall be agreed upon by BIVK and Supplier, and shall be objective, fair, and reasonable.

Article.12 Quality Assurance and Quality Control

(1) **Quality Systems.** The Supplier shall establish and maintain quality assurance and quality control systems in accordance with the GxP quality guidelines applicable to the activities hereunder, including but not limited to, Good Distribution Practice (GSP) (the "GxP"), all applicable national and international laws, regulations, codes, guidelines and official publications directly or indirectly related to the conduct of the activities hereunder (the "Applicable Law") and accepted industry standards to ensure that activities under this Agreement are performed and documented, recorded and reported in compliance with GxP and Applicable Law.

(2) **Separate Quality Agreement.** A detailed description of the required quality management measures shall be agreed upon by the parties and defined in a separate agreement, including but not limited to, a description of the general responsibilities and working relationships between the Parties with regard activities hereunder, quality assurance and quality control systems and processes for the handling of non-compliance issues.

(3) **Non-Compliance.** If the Supplier identifies any non-compliance with agreed upon SOPs, other written instructions by BIVK, GxP or any other Applicable Law by any sub-contractor or affiliate of the Supplier or by the member(s) of the Supplier, staff or on the part of the Supplier's personnel involved in the activities hereunder, the Supplier shall immediately inform BIVK to discuss the non-compliance and to initiate appropriate corrective actions and preventive actions (CAPAs) to secure compliance. If requested by BIVK, the Supplier will provide BIVK with a CAPA plan adequately addressing the non-compliance and the root cause, if identified, for BIVK's review and written approval. After approval of the CAPA

plan by BIVK, the Supplier is responsible to implement the CAPA plan. Changes to the CAPA plan require BIVK's review and written approval. The Supplier shall be solely responsible and liable for any non-compliance by any affiliate, sub-contractor or staff of the Supplier.

(4) Supplier represents and warrants that all products and services provided by Supplier shall satisfy the best standards, that it is fully qualified to perform this Agreement, and that it shall comply with all applicable laws, instructions from supervising authorities, and internal rules.

(5) BIVK shall, within a reasonable period, give notice to Supplier if a defect in the service is discovered in the normal course of business. BIVK shall inspect the products provided by Supplier within a reasonable period, and it shall, within a reasonable period, give notice to Supplier if a defect or shortage in number of the products is discovered. Supplier shall, within five (5) business days of receiving such notice, either correct the defect or exchange the defective products, at the choice of BIVK. Provided, however, that the foregoing shall not apply to defects which are not immediately apparent.

(6) **Monitoring and Audit.** At any time during the term of this Agreement, BIVK shall be entitled at its absolute discretion (through its employees or through external consultants reasonably acceptable to the Supplier) to monitor and audit the conduct of any activities performed by the Supplier and any sub-contractor(s) approved by BIVK hereunder (the "BIVK Audit"). The BIVK Audit may take such form as BIVK thinks fit and shall include without limitation the right (i) to inspect any facility being used for the activities hereunder; and (ii) to review and examine any procedures being used by the Supplier in its performance of activities for BIVK as well as all data generated from said performance, both clinical and financial, including, but not limited to all written reports, audit reports, notes, schedules, computer tapes or similar work product which may document work done or results achieved.

(7) **Notice Period.** Unless otherwise required by the circumstances, BIVK shall give not less than three (3) days prior written notice to the Supplier and where appropriate to the sub-contractor of its intention to monitor and/or audit.

(8) **Co-operation.** The Supplier agrees to co-operate and procure that the relevant sub-contractor(s) co-operate and provide all reasonable assistance at reasonable times and places with any monitoring and/or auditing activity. No such monitoring and/or audit by BIVK shall relieve the Supplier of any of its obligations hereunder.

Article.13 Liabilities and Compensations

(1) Supplier shall compensate BIVK for any and all losses arising from causes attributable to Supplier, such as breach of this Agreement or Supplemental Agreements, etc.

(2) Supplier shall compensate BIVK for any and all losses arising from delay in providing services.

(3) Natural disasters, wars, riots, terrorist attacks, and other force majeure events which are outside the reasonable control of the parties, shall not give rise to liability by either party.

Article.14 Drug Promotion; Product and Health Information (limited to applicable cases)

(1) **Definitions.**

a) "Drug Promotion" shall mean any activity undertaken, organized or sponsored by the Supplier which is directed at healthcare professionals, consumers, or patients to promote the prescription, recommendation, supply, administration, sale or consumption of pharmaceutical/medicinal products marketed by the Supplier through all media, including the internet. This also applies to scientific information when distributed in relation to the promotion of pharmaceutical/medicinal products.

b) "Product and Health Information" shall mean any health and/or disease related information pertaining to a specific pharmaceutical /medicinal product, irrespective of the medium of communication or distribution used, with the exception of information intended for submission to authorities as part of a regulatory dossier and/or treatment recommendations for single patients.

(2) **Compliance.** The Supplier shall ensure that any Drug Promotion as well as Product and Health Information complies with all applicable laws and regulations including, without being limited to, drug, advertising and data protection law. As regards Product and Health Information the Supplier shall further ensure that this information (i) is unbranded in relation to the product(s) (i.e.. scientific branding such as trial acronyms and color codes may be used), and (ii) is accurate, fair balanced , objective, non-promotional in nature and does not contain any treatment recommendations.

(3) **Review and Approval.** The Supplier shall not distribute externally any Drug Promotion or Product and Health Information without the prior approval of BIVK. Prior to any proposed communication or distribution of any Drug Promotion or Product and Health Information, the Supplier shall first submit to BIVK such proposed Drug Promotion or Product and Health Information, including the following information. as applicable,

a) promotional and scientific objectives,
b) intended audience(s),
c) scientific references used to support proposed claims,
d) initiation and end dates of the activity,
e) frequency of use/interaction ,
f) contracts with external experts (health care providers/health care organizations),

at least fourteen (14) days in advance of the proposed date of communication or distribution for review and approval by BIVK. Upon request by BI Korea, the Supplier should provide further information to BI Korea.

(4) **Training Obligation.** The Supplier is responsible to ensure that any and all personnel responsible for Drug Promotion and Product and Health Information are adequately informed and trained to comply with the Supplier's obligations under this clause.

Article.15 Anti-Bribery and Anti-Corruption

(1) The Supplier represents and warrants that it, its owners, directors, officers, employees, sub-contractors and agents will act in full compliance with any applicable anti-corruption laws and regulations, industry and professional codes of practice, including the FCPA, UK Bribery Act, German Criminal Code, the Act on the Prohibition of Improper Requests and provision/Receipt of Money and valuables (hereinafter Anti-Graft Law), and any other international or local legislation, which may become applicable in connection with this Agreement. Without limiting the generality of the foregoing, the Supplier represents and warrants in particular that the Supplier and its owners, directors, officers, employees, sub-contractors and agents will not directly or indirectly in connection with the business of BIVK or with this Agreement:

a) offer, promise, pay or arrange for payment or giving of a bribe or any benefit, advantage or anything of value to any Public Official, individual, entity or any other third party in exchange for an improper advantage in any form either directly or indirectly in order to fulfil, obtain or retain (i) regulatory requirements, (ii) any kind of business including any commercial transaction to which BIVK is a party, or which is otherwise in connection with this Agreement or (iii) any other improper advantage;

b) transfer anything of value to a Public Official without the prior approval of [•] (the "BIVK Contact Person"), regardless of whether or not such transfer might constitute a bribe;

c) transfer anything of value to sub-contractors, agents or any third party for the purpose of offering, promising , paying, receiving, soliciting, or arranging for the payment of, or reimbursing anyone for payment of, a bribe or a transaction of anything of value to a Public Official; or

d) request, accept a promise of or receive any payment, benefit or advantage from any individual or entity for oneself or for a third party in return for giving another person or entity unfair preferences in the procurement of goods or commercial or other services in connection with this Agreement.

(2) In complying with the Act on the Prohibition of Improper Requests and provision/Receipt of Money and Valuables, the Supplier must inform BI if there are any employees or anyone relevant to performing the activity of this agreement is classified as the public official, working for the public institution or any relevant persons with duty of following the Act on the Prohibition of Improper Requests and provision/Receipt of Money and valuables.

(3) For the purpose of this Agreement , "Public Official" means any officer or employee of a local or foreign government or any department, agency, political party, institution, or

instrumentality thereof (including officers and employees of government controlled entities), or of a public international organization as well as any person acting in an official capacity for or on behalf of any such government, department, agency, institution or instrumentality, or for or on behalf of any such public international organization as well healthcare professionals , working in healthcare institutions, in which the central, regional or local government owns an interest or has control or which are paid partly or as a whole by the government.

(4) The Supplier shall report any suspicion of past, current or potential violations of this section immediately to BIVK Contact Person. If the Supplier is in doubt whether a certain act violates its obligations under this section, the Supplier shall contact the BIVK Contact Person and shall delay the decision before taking the action.

(5) The Supplier shall ensure that its directors, officers, employees, sub-contractors and agents receive appropriate ABAC training.

(6) The Supplier agrees that BIVK shall have the right, at its cost, at any time upon reasonable prior notice, to audit The Supplier's records to ensure its compliance with the provisions of this Agreement and applicable laws and regulations by ensuring high level of confidentiality. In addition, upon BIVK's request from time to time, The Supplier agrees to certify compliance with the foregoing in a form suitable for BIVK.

(7) Any violation of this section by Supplier constitutes a material breach of this Agreement. In addition to any other sanction provided by law and/or this Agreement, BIVK may terminate this Agreement for cause and with immediate effect, if Supplier violates its obligations under this section. This applies to any intermediary, agent, consultant, contractor, distributor or supplier, who has not been engaged directly by BIVK but in directly by a Supplier, acting for or on behalf of BIVK. In this case the obligation to monitor the subcontractor remains with the initial Supplier, but any adverse indications shall be followed up on jointly by BIVK and the Supplier.

(8) The Supplier is aware of and acknowledges that BIVK will exclude any potential contractual partners who engage in bribery, collusive practices or any other form of corruption or fraud from bids for tenders and future contracting.

(9) The Supplier shall indemnify and hold BIVK harmless for any loss or damage resulting of a breach by Supplier, its directors, officers, employees, sub-contractors and agents of this section by Supplier or of any applicable laws and regulations.

(10) The Supplier might be required to confirm in writing that Supplier operates a similar standard of compliance management systems and ABAC program which is no lesser standard than contained in the ABAC SOP.

Article.16 Confidentiality

(1) Supplier shall keep strictly confidential any and all information, including business and trade

secrets, gained in the course of performing this Agreement and Supplemental Agreements.

(2) The duty of confidentially under the preceding Paragraph shall survive the expiration or termination of this Agreement. Supplier shall compensate BIVK for any and all losses arising from breach of the duty of confidentiality.

Article.17 Supplier's Obligations to Comply with the Law

(1) In carrying out the service agreed on with the party BIVK the party Supplier shall clearly recognize that the fundamental purpose of this service for medical treatment institutions and healthcare professionals is to deliver medical/scientific knowledge as well as the outstanding effects and safety of the product, and shall abide by the Fair Trade Act and the Fair Competition Code of Korea Pharmaceutical Manufacturers Association and Korean Research Based Pharmaceutical Industry Association, taking a special care to make sure that its information delivery activities for medical treatment institutions and healthcare professional do not pertain to an unfair customer seduction act. If the party Supplier is found to have violated the Fair Competition Code of Korea Pharmaceutical Manufacturers Association and Korean Research Based Pharmaceutical Industry Association, it shall hold the party BIVK harmless of all kinds of loss or damage incurred to BIVK.

(2) In no cases, the party Supplier shall provide any money or other articles for medical treatment institutions and healthcare professionals for a purpose to seduce them to buy the product or treatment of the party BIVK.

(3) The party BIVK has the right to request the party Supplier to provide relevant documents, an internal inspection, education and training for its employees, etc., to check whether the party Supplier correctly delivers the medical information to its customers, whether it complies with the Fair Trade Act or whether it is faithfully carrying out the service agreed on with the party BIVK whereby the party Supplier shall sincerely respond to such request.

(4) The Supplier shall not, and shall cause its subsidiaries and affiliates, and its, its subsidiaries' or its affiliates' directors, employees, agents and subcontractors not to:

a) violate (i) any applicable relevant anti-bribery or anti-corruption laws and regulations, including, but not limited to the Korean Criminal Code, Act on Combating Bribery of Foreign Officials in International Business,(ii) any applicable anti-money laundering or anti-terrorist financing law or regulation or (iii) BIVK's local standard operating procedures related to anti-corruption

b) engage in any of the following conduct: offering, promising or giving economic benefits, receiving or agreeing to receive economic benefits, either directly or indirectly, which have the purpose or effect of public or commercial bribery or acceptance of or acquiescence in bribery, extortion, facilitation payments or other unlawful or improper means of obtaining or retaining business, improper advantage or the improper performance of any function or activity. Without limiting the generality of this Section 12(4), for the purposes of this

Section 12(4):

(i) The following may be considered “economic benefits”:

① cash and any payment or reimbursement in the form of, among others, promotion fee, sponsorship fee, R&D fee, consulting fee and commission fee;

② non-cash items such as gifts, entertainment, golf outings, favours, loans and loan guarantees, investment or business opportunities, the use of property or equipment, pre-paid membership cards, home renovations, the sale of property at an unreasonably low rate, transfers or grants of equity without proper consideration, transportation and the payment or reimbursement of debts;

③ employment of an influential outside person or such person’s family members or friends (irrespective of their qualification for the job);

④ provision of free services; and

⑤ contributions to a political party or charity.

(ii) “To obtain improper advantages” means obtaining advantages for the Supplier that are not offered to the Supplier’s competitors or some other advantages that are only available to the Supplier by providing economic benefit including but not limited to following, and “improper advantage” includes any commercial or financial advantage and is not limited to illegal advantages:

① A payment to secure a sale or contract; and

② to make a government official issue a license or permit;

③ persuade a government official not to impose a fine or tax, or to minimize such a fine or tax.

(5) Supplier shall not interpret any demands or requests asked by BIVK to Supplier in any activity as a request or demand to violate the Anti-Graft law.

(6) Supplier will also ensure that they will comply with Boehringer Ingelheim’s Supplier Code of Conduct and can refer to following URL for details. URL : https://www.boehringer-ingelheim.com/sustainability/environment-health-and-safety/expectations-towards-our-business-partners

Article.18 Assignment

(1) Supplier shall not assign/delegate/offer as security the rights and obligations under this Agreement or Supplemental Agreements without prior written consent from BIVK.

(2) BIVK may assign all or any of its rights and obligations hereunder to (i) any of its Affiliates, and (ii) any successor or assign: of all or substantial parts of its business and/or assets, whether pursuant to merger, consolidation, reorganization, sale or otherwise.

Article.19 Termination

(1) In any of the following cases, BIVK and Supplier may terminate this Agreement by a written notice. The imputed party shall compensate any and all losses by the other party.

a) If a party breaches this Agreement or Supplemental Agreements and fails to remedy the breach within fourteen (14) days of receiving a request for remedy by the other party;

b) If a party causes injury to the other party through gross negligence, and continuation of business relationship is not possible;

c) If a party becomes subject to attachment, preliminary attachment, and other forms of execution by its credits;

d) If a promissory note or a check issued by a party is dishonored;

e) If a party becomes subject to bankruptcy, composition, or reorganization proceedings.

(2) BIVK or Supplier may terminate this Agreement for a rational reason pursuant to Supplemental Agreements.

(3) In case of termination pursuant to the preceding Paragraph, BIVK shall settle and reimburse, within a reasonable scope, documented expenses incurred by Supplier for its services.

(4) The imputed party shall compensate any and all losses by the other party.

(5) BIVK may terminate this Agreement if a substantial part of its business and/or assets is transferred to a third party, whether pursuant to merger, consolidation, reorganization, sale or otherwise, by giving Supplier written notice thirty (30) days in advance. In this event, while accrued rights prior to termination remain, Supplier is debarred from any kind of damage or compensation claim derived from early termination of this Agreement.

(7) BIVK may terminate this Agreement if the Supplier has been engaged in any types of activity of violating any law including but not limiting to Anti-Graft law.

Article.20 Effectiveness and Duration

(1) This Agreement shall be effective from the date of execution until Supplier completes its service in accordance with this Agreement and BIVK gives its approval. If there is an agreement to renew this Agreement on a yearly basis, this Agreement shall be renewed automatically with the same terms and conditions at the end of the yearly period, unless BIVK gives notice of refusal to renew this Agreement thirty (30) days before the end of the yearly period.

(2) If Supplemental Agreements are effective after the term of this Agreement has expired pursuant to the preceding Paragraph 1, this Agreement shall be effective for the term of the Supplemental Agreements notwithstanding Paragraph 1.

(3) If specific provisions in this Agreement are invalidated or nullified, the remaining provisions shall nevertheless remain in effect. BIVK and Supplier shall replace provisions which are inappropriate from an economic perspective with equivalent and valid provisions.

Article.21 Dispute Resolution and Jurisdiction

(1) In the event of any dispute arising from this Agreement and Supplemental Agreements, BIVK and Supplier shall first consider relevant documents. BIVK and Supplier shall seek to resolve the dispute in accordance with business practices and through mutual consultation.

(2) If the dispute is not resolved between BIVK and Supplier, it shall be submitted to the jurisdiction of Seoul Central District Court.

Article.22 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Korea.

Article.23 Miscellaneous

(1) Supplemental Agreements shall become a part of this Agreement.

(2) If Supplier retains a third party to perform parts of this Agreement, it shall cause the third party to comply with the terms and conditions of this Agreement, and it shall not be exempted from its own obligations under this Agreement.

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Kihwan Park	XXXXXXXXXX
President	President
Boehringer Ingelheim Vetmedica Korea	XXXXXXXXXX