

TERMS and CONDITIONS

The submission of an application form (the “**Application Form**”) on the web application <https://vaccine.pharmaline.com.lb> (the “**Application**”) organized by Pharmatrade Sal (the “**Distributor**”) is subject to the following Terms and Conditions which constitute a contract between the legal body or entity submitting the Application Form (the “**Applicant**” or “**You**”) and the Distributor (the “**Agreement**”) governing the purchase by the Applicant and the sale by the Distributor of the Sputnik V vaccine (the “**Vaccine**”).

The Distributor has obtained the necessary authorizations from the Lebanese Ministry of Public Health (MOPH) to import and distribute the Vaccine in Lebanon, in compliance with the applicable laws and regulations, namely Law no. 211 of 16/01/2021 on Regulating the Emerging Use of Medical Products to Combat the COVID-19 Pandemic.

The Distributor is offering the Vaccine for sale to legal bodies or entities interested in purchasing the Vaccine and offering it to its employees/members and members of their families on a “free of charge” basis. **The resale of the Vaccine by the Applicant is prohibited by law.**

The price per person for two doses of the Vaccine (the “**Price**”) is US\$/36/ payable by the Applicant to the Distributor in cash in USD or by transfer of “fresh funds” (as per the definition of the Central Bank Basic Circular no. 150 of 9 April 2020) in USD to a bank account designated by the Distributor. The Price excludes (1) the administrative costs related to the vaccination process at the vaccination centers, which is determined by each vaccination center, and payable by the Applicant through NextCare Lebanon Sal or directly to the vaccination center, as the case may be, and (2) the costs and expenses related to the treatment of any side effects which may be experienced by Individual End-Users at the vaccination centers after the administration of the Vaccine, which shall be payable directly to the vaccination center.

The submission of the Application Form does not imply or guarantee the approval of the Application Form by the Distributor, or the reservation of the requested number of Vaccine doses. Once the Application Form is submitted by You and approved by the Distributor, a representative of the Distributor will contact You to organize (i) the payment of the Price of the Vaccine doses You wish to purchase, and (ii) the steps for the registration of the end-user individuals who will be administered the Vaccine at the vaccination centers (the “**Individual End-User**”) and the scheduling of their appointments on the electronic platform of NextCare Lebanon Sal or through other means as indicated by the Distributor (the “**Scheduling Platform**”).

The Distributor reserves the right to organize the availability of the Vaccine doses among the Applicants who have settled the corresponding Price of the Vaccine in a manner which depends on and factors for the timing of the arrival of the shipments of the Vaccine doses to Lebanon and the respective capacity of the vaccination centers.

1) APPLICANT REPRESENTATIONS AND UNDERTAKINGS

The Applicant hereby declares the following:

- a)** The Applicant has full power and authority to enter into and perform this Agreement and to carry out (or otherwise to cause the carrying out of) the acts and obligations contemplated hereunder.
- b)** All information provided and/or to be provided by the Applicant in connection with this Agreement is true, complete and accurate in all material respects and not misleading.
- c)** The Applicant understands that it is prohibited under Law no. 211 of 16/01/2021 from re-selling the Vaccine within or outside Lebanon, and undertakes not to resell the Vaccine.
- d)** The Applicant undertakes to provide the Distributor by way of scanned documents sent by email to the Distributor or hard copies delivered to the Distributor’s offices, with the Individual Vaccine Consent Forms duly signed by each Individual End-User. The template of the Individual Vaccine Consent Form will be provided by the Distributor to the Applicant by email or made available on the Application. The Applicant

understands that the receipt by the Distributor of the duly signed Individual Vaccine Consent Form by the Individual End-User is a pre-condition for the administration of the Vaccine to such individual.

- e) The Applicant undertakes to only register on the Scheduling Platform those individuals who are eligible to receive the Vaccine and for whom the Vaccine is not contraindicated as per the Contraindications and Precautions set out on the Application.
- f) The Applicant understands that if an Individual End-User is a no-show at the scheduled appointment for the administration of the Vaccine, the Price paid by the Applicant for the Vaccine of such Individual End-User will not be refunded for any reason whatsoever.

Cancellation of a scheduled appointment for illness or Force Majeure events is permitted at least 24 hours before the appointed time as per the conditions of the Scheduling Platform. A cancellation will be considered a no-show when the appointment is cancelled less than 24 hours before the appointed time.

2) CONTRAINDICATIONS AND PRECAUTIONS

The Distributor does not give any medical advice regarding vaccinations or side effects. Please refer to the Contraindications and Precautions of the Vaccine set out on the Application.

3) RELEASE AND WAIVER OF LIABILITY

In accordance with Law no. 211 of 16/01/2021, the Distributor is not liable for any consequences resulting, inter alia, from the distribution, sale and use of the Vaccine.

The Distributor is not liable for any damage, injury, medical effects, or adverse effects caused by the Vaccine. You hereby irrevocably discharge and release the Distributor and/or its affiliates and each of their officers, directors, managers, officials, employees, agents, representatives and their successors and assigns jointly and severally, from all past, present and future rights, obligations, claims and/or suits of any nature whatsoever, and any costs, expenses, damages, losses, and liabilities, which are based upon or arise out of or in connection with the distribution of and Your purchase of the Vaccine, and the use of the Vaccine by any Individual End-User.

You understand and acknowledge that (i) the Vaccine is a two-part vaccine series, (ii) the delivery of the Vaccine by the supplier to the Distributor, and consequently by the Distributor to You, may be delayed by external factors (including but not limited to Force Majeure events), and (iii) the delivery dates of the Vaccine are the Distributor's best estimates only and remain subject to change. The Distributor shall not be held liable for any damages, additional costs or losses incurred by You due to the Distributor's delay in making the Vaccine available to You, and such delay shall not be deemed as breach of this Agreement. You may claim repayment of the Price paid by You in the event the availability of the Vaccine to You is delayed beyond six (6) months as of the date of payment by You of the Price of the Vaccine doses You wish to purchase.

4) MODIFICATIONS AND SERVICE INTERRUPTIONS

The Distributor may at any time without notice to You, modify this Agreement, provided, however, that no modification by the Distributor shall have a material adverse effect on the rights of the Applicant hereunder. You agree that all modifications to this Agreement by the Distributor shall be in full force and effect immediately upon posting on the Application and that the modified provisions will replace the prior versions.

The Distributor may need to interrupt access to the Application to perform maintenance or emergency services on a scheduled or unscheduled basis. You agree that Your access to the Application may be affected by unanticipated or unscheduled downtime, for any reason, but that the Distributor shall have no liability for any damage or loss caused as a result of such downtime.

5) TERMINATION

The Distributor reserves the right to terminate this Agreement with immediate or deferred effect at its discretion if You violate any of the terms outlined herein, including, but not limited to, failing to comply with applicable laws, namely Law no. 211 of 16/01/2021.

6) GOVERNING LAW

You agree that the laws of Lebanon shall govern any matter or dispute relating to or arising out of this Agreement, and agree to submit to the jurisdiction of the Lebanese courts.

7) ELECTRONIC SIGNATURE

You acknowledge and agree that by clicking on the checkbox "**I hereby declare that I have read, understood and agree to be bound by the Terms and Conditions**" on the Application, You agree to signing this Agreement electronically in accordance with Law no. 81 dated 18/10/2018.

8) ASSENT & ACCEPTANCE

You have read and reviewed this Agreement and You agree to be bound by it. If You do not agree to be bound by this Agreement, please leave the Application immediately. The Distributor only agrees to provide use of this Application to You if You assent to this Agreement.

9) LANGUAGE

This Agreement has been drafted in English and translated to Arabic. In the event of conflict between the two versions, the English version shall prevail.