



LICENSE AND SUPPLY AGREEMENT

This AGREEMENT is made in Barcelona (Spain), on December 17th, 2014 ("Effective Date")

by and between

J. Uriach y Compañía, S.A., (hereinafter referred to as "URIACH") a corporation organised and existing under the laws of Spain and having its domicile at Avda. Camí Reial 51-57, Palau-Solità i Plegamans 08184, Barcelona, Spain, herein represented by Joaquín Uriach Torelló and Oriol Segarra Montaner, who acts as jointly attorney of the same.

and

Pediapharm Inc. (hereinafter referred to as "PEDIAPHARM") a corporation organized and existing under the laws of Canada and having its principal place of business at 1, Place du Commerce, Suite 225, Verdun (Québec) H3E1A2, herein represented by Sylvain Chrétien, its President, and Benoît Hébert, its Vice President, Business Development & Licensing.

Both Parties represent to have and recognise each other sufficient legal capacity to execute this Agreement and they

REPRESENT

I. That URIACH is a company dedicated, among other activities, to the development, manufacturing and commercialisation of medicinal products. URIACH has developed Products (as hereinafter defined) containing the API (as hereinafter defined), and is the holder of proprietary rights on such API and Products.

II. That PEDIAPHARM is a company dedicated, among other activities, to the commercialisation of medicinal products, which has a relevant presence in the market of the Territory (as hereinafter defined) and is interested in obtaining from URIACH certain rights to market the Products within the Territory.

III. That URIACH is willing to grant such rights to PEDIAPHARM provided PEDIAPHARM accepts certain obligations regarding such activities.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereby agree as follows:

1. RATIFICATION

Both Parties ratify the above preamble, which forms an integral part of this Agreement.



2. DEFINITIONS

In this Agreement the following words and expressions shall have the following meaning it being understood that words denoting the singular include the plural and vice versa, all of it unless the context otherwise requires, and that references to any of the Parties include not only such Party but also all of its Affiliates and successors.

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|------|---|---|
| 2.1. | Active Pharmaceutical Ingredient (“API”) | means the compound known as rupatadine fumarate having the chemical name 8-Chloro-11-[1-(5-methyl-pyridin-3-ylmethyl)-piperidin-4-ylidene]-6,11-dihydro-5H-benzo[5,6]cyclohepta[1,2-b]pyridine fumarate (CAS number 182349-12-8). |
| 2.2. | Affiliate | means with respect to either Party, any person, partnership, corporation, organisation, or entity that directly or indirectly controls, or is directly or indirectly controlled by, or is under direct or indirect common control with such Party. A person or entity shall be regarded as controlling entity if, (i) it owns more than fifty per cent of the voting stock or other ownership interest of such other entity; or, (ii) it directly or indirectly possess sufficient authority to direct the adoption and execution of policies, management, and operations of such entity by any means whatsoever. |
| 2.3. | Agreement | means this written agreement, including the recitals and its annexes. |
| 2.4. | Calendar Quarter | means those three (3) consecutive month periods beginning on January 1, April 1, July 1, and October 1. |
| 2.5. | Calendar Year | means twelve-month period starting with January 1 and ending with December 31. |
| 2.6 | Change of Control | means the sale of all or substantially all the assets of PEDIAPHARM; any merger, consolidation or acquisition of PEDIAPHARM with, by or into another corporation, entity or person; or any change in the ownership of more than fifty percent (50%) of the voting capital stock of PEDIAPHARM enabling the owner(s) to direct the management of the corporation. |
| 2.7. | Commercially Reasonable Efforts | means such efforts and resources as are commonly used in the pharmaceutical industry for a product considering its commercial potential, its lifecycle, the cost to develop it, the risks inherent in the development, the competitiveness of alternative products, the profitability and all other relevant factors. |

- 2.8. **Competing Product** means any product or medicine for the treatment of any of the Indications that can be and/or is subject to be a replacement therapy option to the Products. [REDACTED]
- redacted: competing products definition, for competitive reasons.
- 2.9. **Effective Date** means December 17th, 2014.
- 2.10. **Drug Establishment License** means a licence issued to a person or legal entity in Canada to conduct licensable activities in a building which has been inspected and assessed as being in compliance with the requirements set forth under the Food and Drug Regulations
- 2.11. **Ex-Factory Price** means for each Product distributed by PEDIAPHARM under the terms of this Agreement, PEDIAPHARM'S ex-factory price [REDACTED]
- redacted: ex-factory price definition, for competitive reasons.
- 2.12. **Final Registration Dossier** means Uriach Registration Dossier and all additional required documentation developed by PEDIAPHARM ready to be submitted to Regulatory Authority.
- 2.13. **GMP** means the current principles and guidelines of good manufacturing practice for medicinal products for human use resulting from applicable European Union directives and regulations.
- 2.14. **Indications** means the treatment of symptoms of allergic rhinitis or urticaria in adult and pediatric populations.
- 2.15. **Intellectual Property Rights** means the relevant trademarks in the Territory as described in Annex 1.
- 2.16. **Launch Date** means the date on which PEDIAPHARM starts selling the Product in the Territory.
- 2.17. **Launching Year** means the year on which PEDIAPHARM starts selling the Product in the Territory.
- 2.18. **Marketing Authorisation** means for each of the Products, those approvals which are required for their promotion, sale and marketing in the Territory including, if necessary under the Rules which may be applicable in each case, pricing and reimbursement approval.



- 2.19. **Marketing Authorisation Holder** means PEDIAPHARM.
- 2.20. **Net Sales** means gross sales of the Product by PEDIAPHARM, its Affiliates, Sales Agents and Sub-distributors for a period, less the following deductions: [REDACTED]
- [REDACTED]
- All such deductions shall be determined on an accrual basis in accordance with Canadian GAAP and calculated in Canadian dollars.
- redacted: net sales definition, for competitive reasons.
- 2.21. **Parties** means URIACH and PEDIAPHARM.
- 2.22. **Products** means all formulations and package sizes and presentations of the following products and related line extensions or follow-on products using the API for the Indications: Rumatadine tablets and rumatadine oral solution as mentioned in Annex 1.
- 2.23. **Register** means the administrative procedure to be followed in order to obtain the Marketing Authorisation.
- 2.24. **Registration Dossier** means the documentation developed by URIACH up to the Effective Date, which shall be delivered by URIACH to PEDIAPHARM pursuant to the provisions of this Agreement and which may be used by PEDIAPHARM for the purpose of filing an application to obtain a Marketing Authorisation in the Territory.
- 2.25. **Regulatory Authority** means the authority having jurisdiction to grant Marketing Authorizations for therapeutic products in Canada.
- 2.26. **Regulatory Submission Date** means the date PEDIAPHARM files the application to obtain the Marketing Authorization, [REDACTED].

redacted: part of regulatory submission date definition, for competitive reasons.



- 2.27. **Rules** means all laws, regulations, orders and other instruments having the effect of law or similar binding effect of any nature whatsoever, and guidelines which are commonly followed in the pharmaceutical industry as applicable.
- 2.28. **Sales Year** means each period of one year, beginning on the first day of the first month following the Launch Date.
- 2.29. **Specifications** means with respect to the Products such specifications which URIACH will receive from PEDIAPHARM [REDACTED]
[REDACTED]
redacted: part of specifications definition, for competitive reasons.
- 2.30. **Term** means the term of this Agreement as defined in Article 17.
- 2.31. **Territory** means Canada.
- 2.32. **Trademark** means the trademarks listed in Annex 1 hereto, which are owned by URIACH.
- 2.33. **Uriach Know-How** means the Registration Dossier and any such other documentation and/or information related to the Products and/or the API which may be delivered by URIACH to PEDIAPHARM under this Agreement as of the Effective Date.



3. OBJECT

3.1. URIACH hereby grants PEDIAPHARM, who accepts, an exclusive right, even as to URIACH, required to register, promote, distribute otherwise commercialize the Products to treat the Indications in the Territory under the terms of this Agreement and, insofar as necessary for such purposes, URIACH hereby grants PEDIAPHARM, who accepts, an exclusive license the URIACH Know-How and Intellectual Property Rights, also under the terms of this Agreement.

3.2. PEDIAPHARM shall only register, promote and distribute the Products in the Territory as medicinal products for human use and in accordance with their Indications.

3.3 Rights of First Refusal

3.3.1. URIACH shall keep PEDIAPHARM informed of all clinical development progress for any new Indications of the API ("New Products").

In the event that during the Term, URIACH intends to grant to any third party rights to any New Products in the Territory or receives an unsolicited offer, URIACH shall first offer such rights to PEDIAPHARM on terms and conditions which URIACH shall present in good faith.

redacted: modalities of right of first refusal, for competitive reasons.

3.3.2. In the event of acceptance of the offer by PEDIAPHARM or successful term sheet negotiations, the Parties agree to negotiate in good faith and on an exclusive basis for a period [redacted] with the objective of executing a mutually acceptable definitive written agreement regarding such rights. In the event of (i) rejection of the offer because of PEDIAPHARM's lack of interest in acquiring New Products rights, (ii) the Parties fail to agree on a term sheet during the agreed period, or (iii) the Parties fail to execute a mutually acceptable definitive agreement regarding such rights during the agreed period, then URIACH shall be free to negotiate with third parties with respect to the specified rights; provided, however, in case of (ii) and (iii) URIACH shall not enter into a definitive agreement with any third party regarding this grant on terms which, taken as a whole, are more favorable to the third party when compared to the terms which were offered to PEDIAPHARM during such negotiations, if any.

redacted: notice period, for competitive reasons

3.4 Product Development

3.4.1. Any development work on any of the Products or/and API is expressly excluded from the object of this Agreement. Therefore, PEDIAPHARM shall not initiate, promote or otherwise participate in any development activities concerning to or related to any of the Products and/or the API, including but not limited to trials of any nature whatsoever. In the event PEDIAPHARM wish to initiate, promote or otherwise participate in any development activities concerning to or related to any of the Products and/or the API, PEDIAPHARM shall communicate URIACH in writing its intentions and the Parties will negotiate in good faith the terms and conditions applicable to the intended development work.

4. TERRITORY

4.1. PEDIAPHARM shall market the Products exclusively in the Territory and it will not seek active sales operations outside the Territory. In particular, PEDIAPHARM shall not advertise, maintain depots, seek orders or engage into any other kind of sales promotion outside the Territory. URIACH shall refer all inquiries regarding Products in the Territory to PEDIAPHARM.

4.2. For the avoidance of any doubt it is agreed that pursuant to the provisions of this Article PEDIAPHARM shall not use the Registration Dossier, Final Registration Dossier or any information resulting therefrom for the purposes of obtaining any marketing authorisation for any medicinal product outside of the Territory.

5. DELIVERY AND DEVELOPMENT WORK OF THE REGISTRATION DOSSIER

5.1. URIACH has made available to PEDIAPHARM a copy of the Registration Dossier and additional information.

5.2. URIACH declares that, to the best of its knowledge, the Registration Dossier includes the information necessary to file an application for a Marketing Authorisation for each of the Products according to the Rules applicable in Europe. URIACH cannot and does not warrant that any Marketing Authorisation shall be granted. Any additional documentation requested for the submission of the file or during the registration process will be provided in English.

5.3. PEDIAPHARM has audited the contents of the Registration Dossier prior to the execution of this Agreement and is satisfied with its contents.

5.4. The Parties understand that in order to file the Final Registration Dossier, it shall be necessary to adapt and/or complete the Registration Dossier in order to obtain the Marketing Authorization in the Territory (hereinafter "Development Work"). PEDIAPHARM shall be responsible for the Development Work, except for answering the questions raised by Regulatory Authority during the previous review of the Registration Dossier, which will be URIACH's responsibility. URIACH shall support PEDIAPHARM to perform the Development Work by providing its expertise and experience regarding the Products with other regulatory bodies as long as reasonably requested by PEDIAPHARM and according to URIACH standards. PEDIAPHARM shall support, advice, and/ or collaborate as URIACH deems appropriate to answer the questions raised by Regulatory Authority during the previous review of the Registration Dossier.

redacted: payment modalities, for confidentiality and competitive reasons.

An outline of Development Work is attached in Annex 2. At any time the Parties shall review and update the Development Work in order to fulfil the timelines. For that purpose, URIACH and PEDIAPHARM have established a Joint Committee ("JC") composed of the following members:

URIACH TEAM



redacted: personal information, for confidentiality reasons.

PEDIAPHARM TEAM



It is understood and agreed that PEDIAPHARM to carry out such Development Work and the regulatory submission process may engage external consultants. PEDIAPHARM shall previously notify URIACH the engagement of such external consultants. PEDIAPHARM shall be responsible for the acts or omissions of its employees and shall have control over and be the solely responsible of its subcontractors or consultants engaged in such activities at any time.

Prior to the submission of the Final Registration Dossier, PEDIAPHARM shall send it to URIACH for its review, and take any URIACH comments into account prior to submission. Furthermore, [REDACTED], PEDIAPHARM shall make available to URIACH the submitted Final Registration Dossier through PEDIAPHARM's electronic data room or any other system, and send an original copy of the binder filed to the Regulatory Authority to URIACH.

redacted: time period, for competitive reasons.

6. MARKETING AUTHORISATION

6.1. PEDIAPHARM shall be the sponsor and owner of the regulatory submission seeking the Marketing Authorization. PEDIAPHARM shall pay for the registration fees and any other fees, including but not limited to, the maintenance fees charged for the Regulatory Authority in the Territory in relation with the Marketing Authorisation.

6.2. PEDIAPHARM shall use the Registration Dossier only for the purposes of applying for, obtaining and maintaining, one (1) Marketing Authorisation for each of the Products in the Territory.

6.3. PEDIAPHARM shall submit the Final Registration Dossier with Regulatory Authority on the Regulatory Submission Date as long as all information required for the submission, including responses to questions raised by Regulatory Authority, have been submitted to PEDIAPHARM by [REDACTED].

redacted: time period, for competitive reasons.



redacted: time period, for competitive reasons.

6.4. PEDIAPHARM warrants to URIACH to be the holder of a Drug Establishment License issued by Regulatory Authority. PEDIAPHARM agrees to include the Products in such Drug Establishment License and submit any required documentation to Regulatory Authority in order to include URIACH and/or its designee(s) as soon as

possible [REDACTED]

[REDACTED] During the Term of this Agreement, PEDIAPHARM shall be responsible for renewal and maintenance of the Drug Establishment License.

redacted: time period, for competitive reasons.

6.5. PEDIAPHARM shall not apply for any variation to the Marketing Authorisation without written consent of URIACH. In the event that, during the Term of this Agreement, URIACH would like to make any change to the Final Registration Dossier and/or in the Specifications of the Product, URIACH shall inform PEDIAPHARM therefrom. PEDIAPHARM shall use its Commercially Reasonable Efforts to obtain the approval of these variations with the reasonable assistance of URIACH, when required. Any cost or expense that may arise from any variation of the Registration Dossier or the Marketing Authorization related to such URIACH changes shall be borne by URIACH. Any cost or expense related to other type of variation shall be borne by PEDIAPHARM.

6.6. PEDIAPHARM shall secure that the contents of the application for the Marketing Authorization are consistent with the contents of the Final Registration Dossier in all respects. PEDIAPHARM shall not change the content of documents concerning the quality, safety and efficacy of the Final Registration Dossier without having prior URIACH consent. In case PEDIAPHARM is imposed to apply for a variation in order to comply with the Rules of a Regulatory Authority, PEDIAPHARM shall immediately inform URIACH so that the Parties have time to discuss such imposed changes before implementing any of them. Prior to filing such application, PEDIAPHARM shall send to URIACH a copy of all documents, in its final format, to be filed by PEDIAPHARM. PEDIAPHARM shall take into account and include all observations which may be made by URIACH. A copy of the Marketing Authorization in its final format shall be delivered to URIACH upon its application by PEDIAPHARM.

6.7. PEDIAPHARM shall keep URIACH informed on a regular basis, at least every two (2) months, regarding the procedure followed by PEDIAPHARM to obtain the Marketing Authorisation, and shall promptly take due care of any information requests made by URIACH. Information on these matters shall be given by PEDIAPHARM in writing if so requested by URIACH. Copies of all correspondence between PEDIAPHARM and the Regulatory Authorities in the Territory regarding the Marketing Authorisation of any Products shall be promptly delivered to URIACH.

6.8. Any cost relating to the submission or resubmission of the Final Registration Dossier in the Territory including but not limited to the cost of consultants in preparing the submission, regulatory filing fees, out-of-pocket cost of additional reports or studies required for the completion of the filing package or any out-of-pocket expenses related to assistance which may be given by URIACH in relation thereto will be borne by PEDIAPHARM.

6.9. As soon as the Marketing Authorisation, or any renewal thereof, is granted by the Regulatory Authority, PEDIAPHARM shall inform URIACH in writing. The Marketing Authorization, or any renewal thereof, shall be provided to URIACH promptly after obtaining the same. URIACH shall be given the opportunity to actively participate in any personnel meeting with the Regulatory authorities if URIACH wished to do so.

In case the Regulatory Authority in the Territory issue any deficiency letter or similar document, or request from PEDIAPHARM any information on the Final Registration Dossier, any of the Products or any of its API, PEDIAPHARM shall promptly deliver a copy of such letter and/or request to URIACH. URIACH may advise PEDIAPHARM on



how to answer such queries, and, subject to any applicable Rules, PEDIAPHARM shall take into account any advice received from URIACH in such event.

6.10. The Parties shall reasonably support each other with advice when corresponding with the Regulatory Authorities and in the submission of applications for any variation or renewal to Marketing Authorization is sought.

6.11. In case that either Party becomes aware that, during the Term of this Agreement, any third party is trying to obtain, in the Territory, a marketing authorization for a medicinal product containing the API, then PEDIAPHARM or URIACH as the case may be, shall give prompt notice to the other of such situation and shall supply any available information. URIACH shall conduct the process/procedure against such action as URIACH may deem convenient, and PEDIAPHARM shall render to URIACH any reasonable assistance requested by URIACH, at URIACH's expense.

6.12. PEDIAPHARM, shall at its own expense, obtain and comply with all such other authorizations, licenses, permits and regulations as might at any given time be required by the Regulatory Authority with a view to permitting it to purchase the Products and/or sell the Products in the Territory.

6.13. PEDIAPHARM shall not be entitled to pass, assign title on or authorise the use of any Marketing Authorisation by any means whatsoever to any of its Affiliates nor to any third parties without first having obtained express written consent from URIACH, which shall not be unreasonably delayed or withheld. PEDIAPHARM shall not be entitled to amend, modify, use or otherwise take any other action which may affect the contents or validity of the Marketing Authorisation without first having obtained express written consent from URIACH. PEDIAPHARM shall also use Commercially Reasonable Efforts to refrain from any action which may allow or facilitate any third party to obtain a Marketing Authorisation for a medicinal product containing API.

6.14. PEDIAPHARM shall use its best efforts to obtain the Marketing Authorisation as soon as possible [REDACTED]

If the Marketing Authorization suffers any delay, the Parties will meet on a good faith basis to analyze the situation, and acting reasonably agree on additional time for approval or resubmission.

redacted: time period, for competitive reasons.

6.15. If, despite the efforts of the Parties, the application for the Marketing Authorization is rejected by the Regulatory Authority and all rights to appeal have been exhausted or expired, or if the regulatory filing is voluntarily withdrawn with the mutual agreement of the Parties, then this Agreement shall terminate.

6.16. [REDACTED]

redacted: PEDIAPHARM marketing rights, required consents, for competitive reasons.



7. PURCHASE AND SUPPLY

7.1. During the Term of this Agreement PEDIAPHARM shall purchase its total requirements of Products exclusively from URIACH, or such other entity as URIACH may from time to time designate, and URIACH shall use Commercially Reasonable Efforts meet all such requirements. PEDIAPHARM shall not be entitled to manufacture Products nor API, neither itself nor through any third party.

7.2. URIACH shall supply PEDIAPHARM with the Products and samples in their finished form suitable for distribution, complying in all material respects with the Specifications.

7.3. PEDIAPHARM shall supply URIACH throughout the Term, not later than the first business day of each month, with an updated rolling twelve (12) month forecast of its upcoming requirements for Product. The first three months of such forecast shall be firm orders and the last nine months of the forecast may be adjusted on such monthly basis. PEDIAPHARM shall order Products from URIACH by submitting a written purchase order to URIACH [REDACTED].

In any case, the [REDACTED] rolling forecast shall be binding on PEDIAPHARM to pay for them whether or not PEDIAPHARM submits a purchase order. Furthermore, PEDIAPHARM shall furnish URIACH each 15th of July of every Calendar Year with a forecast for the following Calendar Year broken down by Calendar Quarter periods ("Calendar Year Forecast"). For each Calendar Year Forecast, PEDIAPHARM shall acquire from URIACH [REDACTED] Product requirements indicated in the first and second Calendar Quarter periods, and [REDACTED] Product requirements of the third and fourth Calendar Quarter periods. URIACH shall make everything possible to supply all the Products forecasted by PEDIAPHARM, but shall not be bound to supply more than [REDACTED] the last updated forecast provided by PEDIAPHARM.

redacted: time periods and order quantity requirements, for competitive reasons.

PEDIAPHARM understands and agrees that given the fact that URIACH must meet the orders which may be passed by PEDIAPHARM, by other distributors, and the needs of URIACH itself, it is possible that URIACH may wish to establish, at any time during the Term of this Agreement, new terms and conditions related to the forecasts, quantities supplied to each client, and management of the orders. URIACH may establish such conditions if URIACH deems it convenient in order to offer a better service and to warrant the availability of the Products under reasonable conditions, and URIACH's sole obligation shall be to inform PEDIAPHARM with three (3) months prior notice. URIACH shall use Commercially Reasonable Efforts to meet the demand of PEDIAPHARM's most recent forecast. If URIACH is unable to do so, it shall use Commercially Reasonable Efforts to fulfill PEDIAPHARM's requirements for Products at a ratio that is not less than the ratio of any other party's requirements for similar products. URIACH shall always take into account the reasonable observations which PEDIAPHARM may raise in connection with the improvement of the management of orders and supplies.

In any event, URIACH retains the right to apply such measures as URIACH may deem convenient, including a quota or allocation system, to ensure that the market property is properly service, in case URIACH detects situations of actual or potential failure of product in the market. In any case, will not affect the delivery of the orders made by PEDIAPHARM.

7.4. [REDACTED] PEDIAPHARM shall provide URIACH with the first firm order of Products [REDACTED] before the date on which PEDIAPHARM wishes to receive such order, provided that the artworks are approved, and with a purchase forecast for each Calendar Quarter or inferior period of time until December 31 of such calendar year.

[REDACTED]: time period, for competitive reasons.

7.5. For the purpose of this Article and especially for delivery matters when placing a purchase order, PEDIAPHARM shall take into account that URIACH's facilities are closed during two (2) weeks during the month of August.

7.6. Individual orders for each of the Products shall be of no less than the number of units in the minimum order quantity set out in Annex 8.

7.7. Deliveries shall be made [REDACTED] from time to time. Title and risk of loss on the Products supplied by URIACH under this Agreement shall pass on to PEDIAPHARM [REDACTED]

[REDACTED]: delivery modalities, for competitive reasons.

7.8. PEDIAPHARM shall deliver to URIACH all the packaging material required and approved by PEDIAPHARM with sufficient lead time to allow URIACH meet the agreed delivery terms. Any cost resulting from changes in the packaging material (including internal and/or external costs, disposal of inventories, changes of Ex-factory Price etc...) shall be paid by PEDIAPHARM [REDACTED]

[REDACTED] For the purposes of this Article, "packaging material" means "immediate packaging", "outer packaging", "labelling" and "package leaflet".

[REDACTED]: time period, for competitive reasons.

7.9. PEDIAPHARM and URIACH shall also enter into a technical manufacturing agreement for the Products (the "**Quality Agreement**") [REDACTED]. The provisions of this Agreement shall also be applicable to the technical manufacturing agreement and shall prevail in the event of any discrepancy. Once executed, it shall become ANNEX 9 to this Agreement.

[REDACTED]: time period, for competitive reasons.

7.10 URIACH will, at its sole cost and expense, pack the Products in accordance with the Specifications, Rules, and applicable laws in the Territory previously communicated by PEDIAPHARM and agreed between the Parties.

8. PRICE AND PAYMENT

8.1. For each unit of Products delivered to PEDIAPHARM under this Agreement, PEDIAPHARM shall pay to URIACH or its designee a transfer price [REDACTED]

[REDACTED]: payment modalities and time period, for competitive reasons.

8.2. Whatever the Ex-Factory Price of the Products may be, the purchase price of the Products from URIACH shall be never less than the floor prices which are mentioned in Annex 3 hereto. Therefore, no adjustment under Article 8.3 shall be made if such adjustment would result in the final price paid by PEDIAPHARM falling under such minimum price.

8.3. All payments for Product will be made [redacted], net of any costs, charges or commissions, within [redacted], which shall be issued upon delivery of Product to Pediapharm, by bank transfer or through any other payment method which URIACH may communicate to PEDIAPHARM from time to time.

[redacted] In the event that PEDIAPHARM fails to make any uncontested payment on the due date, a penalty interest shall be charged [redacted]

[redacted] In these cases URIACH shall have the right to withhold further supplies and to require all following supplies to be made against advanced payment or through payment guaranteed by means of irrevocable and confirmed letter of credit.

redacted: payment modalities, for competitive reasons.

9. QUALITY AND REJECTION

9.1. The Products supplied by URIACH to PEDIAPHARM will be manufactured and controlled at facilities which shall at all times meet the Specifications, current GMP's and any other quality requirements imposed by European Union legislation and by any Law applicable where such facilities are located.

9.2. The Products will be manufactured, controlled and released in accordance with the Specifications contained in the Marketing Authorisation as applicable on the date on which delivery of the Products to PEDIAPHARM takes place, and in full compliance with GMP's.

9.3. URIACH will deliver to PEDIAPHARM, together with each batch of Products, upon each delivery of Product, the corresponding analytical certificate and a release certificate issued by URIACH's Qualified Person.

9.4. Upon delivery, PEDIAPHARM will promptly examine the Products delivered by URIACH for compliance to the Specifications, damage, shortage or any defect. Any claim related to quantity, damage or visually obvious non-compliance with the Specifications, shall be made in writing to URIACH [redacted]. Claims for quality defects shall be sent to URIACH together with a sample of the Product. Products deliveries under this Agreement shall be deemed to have been found in accordance with the agreed Specifications unless a claim is received [redacted]. In the event that PEDIAPHARM becomes aware of any defect in the Products which may not have been obvious at delivery by visual inspection of such defect, it will notify URIACH without delay, [redacted].

redacted: time periods, for competitive reasons.

9.5. If PEDIAPHARM notifies URIACH, within the period mentioned in Article 9.4, that any of the Products supplied by URIACH is defective, and if URIACH agrees with it, URIACH will replace the defective amount free of charge in the shortest possible time. Claims for quality defects shall be sent to URIACH together with a sample of the Product. Any further liability of URIACH, other than its indemnifications obligations herein, is expressly excluded among the Parties.

9.6. In the event URIACH disagrees with the results obtained by PEDIAPHARM, the issue shall be submitted to an independent third party [redacted]

redacted: dispute resolution forum, for competitive reasons.



designated by mutual agreement whose decision shall be final. Costs arising from its intervention shall be borne by the Party whose results were incorrect.

9.7. If URIACH acknowledges that the Product is defective under Articles 9.5 or 9.6, if applies, URIACH promptly shall make arrangements for the return, re-processing or disposal, URIACH's option, of the defective Product. If URIACH requests that PEDIAPHARM dispose of such defective Product, URIACH shall give PEDIAPHARM written instructions as to how PEDIAPHARM shall, at URIACH's expense, lawfully dispose of any defective Product, and PEDIAPHARM shall provide URIACH with written certification of such destruction. Replacement of the Products by URIACH shall be made as soon as possible within seven (7) weeks for tablet Product and nine (9) weeks for oral solution Product from the date of URIACH acknowledgment and acceptance of such replacement. URIACH shall use Commercial Reasonable Efforts to deliver the product using the fastest route of shipment at its own cost and expense.

9.8. URIACH's liability under this Article, other than its indemnification obligations, is limited to the replacement of the Products.

10. PROMOTION, MARKETING AND DISTRIBUTION OF THE PRODUCTS

10.1. PEDIAPHARM shall launch and initiate commercial sales of each of the Products in the Territory [REDACTED]

[REDACTED]. PEDIAPHARM shall promptly notify the date of first commercial sale of each of the Products to URIACH. [REDACTED] redacted: time periods, for competitive reasons.

10.2. All the information, documents or whatsoever that PEDIAPHARM will deliver to URIACH shall be in English, unless another language is required by Applicable Law. In such a case, English translations will be supplied.

10.3. PEDIAPHARM shall make all Commercially Reasonable Efforts for the promotion of the Products in the Territory during the Term. URIACH will be kept regularly updated by PEDIAPHARM as to its activities and the progress of the commercialization of the Products. PEDIAPHARM shall employ and maintain, at all times, and at its own expense, such sales and office force sufficient and adequately trained for the promotion and distribution of the Products. PEDIAPHARM agrees that, during the Calendar Year on which the Marketing Authorisation is obtained and the next Calendar Year, the sales force of PEDIAPHARM shall promote the Products [REDACTED]

[REDACTED] All costs associated with the promotion of the Product in the Territory shall be borne by PEDIAPHARM. [REDACTED] redacted: promotion obligations, for competitive reasons.

10.4. PEDIAPHARM shall provide URIACH with its marketing plan for each calendar year during the Term of this Agreement, [REDACTED] An initial marketing plan shall be provided by PEDIAPHARM to URIACH [REDACTED] and shall become Annex 4 to this Agreement. PEDIAPHARM shall make Commercially Reasonable Efforts to amend such marketing plan to include any suggestions which may be received from URIACH. PEDIAPHARM shall also send to URIACH the launch plan of the product as soon as possible [REDACTED]

[REDACTED] redacted: time periods, for competitive reasons.

10.5. PEDIAPHARM shall comply with any applicable Rules regarding the promotion, marketing and distribution of the Products in the Territory. PEDIAPHARM will assume any cost related to its breach, subject to the indemnification obligations herein.

10.6. No written or printed material relating to the Products shall be used by PEDIAPHARM without URIACH's prior revisio [REDACTED]

[REDACTED]. PEDIAPHARM shall take any URIACH comments into consideration and implement such URIACH's comments if appropriate according to the Rules in the Territory. URIACH may provide PEDIAPHARM with scientific or educational materials which may be used by PEDIAPHARM in the preparing promotion material for the Products. Copyrights on all literature and other material supplied by or paid for in whole or in part by URIACH shall be the exclusive property of URIACH. PEDIAPHARM shall inform URIACH in advance of its intention to promote the Products through a website. The domain name of such web site will be registered for, provided it is feasible, and will be owned by URIACH. PEDIAPHARM agrees to submit to URIACH for its review and written approval the drafts and layouts of the website, in English, well in advance prior to making them public. [REDACTED]

[REDACTED] PEDIAPHARM shall promptly change and/or withdraw said material from the website if, after consultation between the Parties, URIACH so required for good and compelling reasons.

redacted: time periods, for competitive reasons.

10.7. During the Term of this Agreement and subject to any regulatory or other legal restrictions, a legend such as "under license from URIACH, Spain" shall be used by PEDIAPHARM (i) in packaging materials for Products and (ii) to the further extent consistent with industry practice, in other promotional materials for the Products, in all cases as may be mutually acceptable to URIACH and PEDIAPHARM.

10.8. PEDIAPHARM shall need Product samples for promotion of the Products according to the forecast included in Annex 5. URIACH shall supply PEDIAPHARM with Products samples according to the prices included in Annex 6, minimum order quantities included in Annex 8 and the supply terms described in Article 7 of the present Agreement.

10.9. PEDIAPHARM shall at all times maintain a sufficient stock of Products in order to meet the needs of the market and ensure a continuous availability of the Products.

[REDACTED].
redacted: PEDIAPHARM inventory obligations, for competitive reasons.

10.10. PEDIAPHARM shall, on a monthly basis, inform URIACH on the sales of the Products made by PEDIAPHARM in the Territory, and of samples distributed, during the immediately precedent month. In addition to these monthly reports, PEDIAPHARM shall also keep URIACH informed about any other issue which in the opinion of URIACH may be of interest in the context of this Agreement (including, but not limited to, general market situation, regulatory framework for the Products in the Territory, competing environment, pricing and reimbursement, 5 years sales forecast in July of each calendar year (which shall be a good faith estimate but not legally binding), etc...) and PEDIAPHARM shall take care of specific requests which it may receive from URIACH in this respect.

10.11. URIACH and PEDIAPHARM will establish a Steering Committee ("SC") to support the promotional activities and to provide strategic guidance to such activities. The SC will be composed of 4 members: 2 from URIACH, 2 from PEDIAPHARM. Meetings will be held every quarter or as deemed necessary. The members of the SC



will meet in person at least once annually or as determined between the companies. PEDIAPHARM shall prepare annually and present a marketing plan consisting of the following items:

- Promotional strategies and tactical plan
- Sales forecast
- Sales deployment planning, execution and incentive program
- Promotional material

11. SALES FORECAST AND MINIMUM PERFORMANCE

11.1. PEDIAPHARM shall use Commercially Reasonable Efforts to sell the Products as the forecast set forth in Annex 7 to this Agreement.

11.2. The minimum performance accepted by URIACH shall be [REDACTED] (the "Minimum Performance Requirement").
[REDACTED] redacted: purchase obligations, for competitive reasons.

11.3. If PEDIAPHARM fails to meet these Minimum Performance Requirement, other than due to an event of force majeure, or due to URIACH's non-performance of its obligations herein, then PEDIAPHARM shall, immediately after the expiry of the Sales Year in question, have a period [REDACTED] (the "Sales Performance Cure Period") to make-up for the shortfall by selling such quantity of Product(s) which the actual sales during such Sales Year fall short of the Minimum Performance Requirement set for such Sales Year (the "Sales Performance Cure Requirement"). Such purchases of Product(s) required to make-up for the shortfall shall not count for the Minimum Performance Requirement for the then current Sales Year. In the event PEDIAPHARM fails to meet the Sales Performance Cure Requirement at the close of the Sales Performance Cure Period, URIACH shall have the right to terminate this Agreement effective immediately upon notice to PEDIAPHARM, which shall be URIACH's sole and exclusive remedy for such non-performance. The Sales Performance Cure Period shall not apply if PEDIAPHARM fails to meet Minimum Performance Requirement for two consecutive Sales Years during the Term.

[REDACTED] redacted: time period, for competitive reasons.

12. NON COMPETITION

12.1. During the Term, the parties shall not directly or indirectly sell or market, in the Territory, any Competing Products that would directly compete with the Products.

12.2. PEDIAPHARM represents and warrants that on the Effective Date, PEDIAPHARM is not involved in any research or development project or business with any potentially Competing Products.

12.3. The above restrictions shall not apply for URIACH regarding generic medicinal products that do not contain the API.

13. TRADEMARK

13.1. PEDIAPHARM shall promote and market the Products under the Trademark.



13.2. PEDIAPHARM shall not acquire any right of ownership or other right whatsoever on the Trademark by virtue of or as a result of the commercialisation of the Products under the terms of this Agreement or of the exercise of any other right herein contemplated. In the event that by virtue of any relevant applicable law, PEDIAPHARM would acquire any such right, PEDIAPHARM hereby agrees to waive such right in favour of URIACH, at no cost to URIACH immediately upon URIACH's request. PEDIAPHARM shall not register, or direct any Affiliate or third party to register, for any reason whatsoever, any domain name which are identical or which are considered to be so similar to the Trademark as to cause confusion to a third party, or would allow PEDIAPHARM to take advantage of the goodwill related to the Trademark. Any domain name registration containing the Trademark will be applied for and owned by URIACH.

13.3. URIACH shall take care of keeping the Trademark in full force and effect during the Term of this Agreement.

13.4. In case that either Party becomes aware of the fact that the use of the Trademark by PEDIAPHARM, as herein contemplated, may infringe the rights of any third party, or that the fact that the operations herein contemplated may infringe other intellectual property rights of third parties then URIACH or PEDIAPHARM, as the case may be, shall give prompt notice to the other of such situation and shall supply any available information. In these situations, without prejudice of the provisions contained in Articles 15.3 to 15.6 hereunder, the parties shall discuss in good faith the appropriate steps to be taken. If the issue is connected with the use of the Trademark, if URIACH and PEDIAPHARM cannot agree on how to face the third party claim, PEDIAPHARM shall decide whether to continue using the Trademark at its own risk or whether to discontinue using the Trademark and switching to a different one which shall be owned by URIACH and governed by the same provisions of this Agreement. If PEDIAPHARM shall decide to continue using the Trademark at its own risk, all costs and expenses derived from this action shall be borne by PEDIAPHARM. If the issue is connected with other possible claims by third parties, the provisions contained in Articles 15.3 to 15.6 hereunder shall apply.

13.5. In case that either Party become aware of any actual or potential infringement of the Trademark by a third party in the Territory, PEDIAPHARM or URIACH as the case may be, shall give prompt notice to the other of such situation and shall supply any available evidence of such actual or potential infringement. In such event, URIACH shall be empowered, but not obligated, to take any such action URIACH deems appropriate at its own expense and in its own name, provided, however, that PEDIAPHARM shall have the right to participate, at its own expense, in any such action and further provided that URIACH shall keep PEDIAPHARM informed of all developments in such proceedings. Any award or recovery resulting from such action [REDACTED]. In the event of an actual or potential infringement of the Trademark, if URIACH does not file a suit or take any other action to enforce its infringed rights within thirty (30) days after the date it is notified to URIACH or becomes aware of such actual or potential infringement, PEDIAPHARM shall be empowered, but not obligated, to take any such action PEDIAPHARM deems appropriate at its own expense and in its own name, provided, however, that URIACH shall have the right to participate, at its own expense, in any such action. If necessary, this thirty (30) day period shall be extended by mutual agreement. Any award or recovery resulting from such action [REDACTED]. URIACH shall not be liable for damages or losses caused to PEDIAPHARM by third parties unlawfully infringing on any of the Trademarks.

redacted: ownership of recovery or proceeds, for competitive reasons.



13.6. In case that either Party become aware of any actual or potential action by any third party in the Territory the object of which would be to contest the validity of the Trademark, PEDIAPHARM or URIACH as the case may be, shall give prompt notice to the other of such situation and shall supply any available information. URIACH shall conduct the defense against such action as URIACH may deem convenient, and PEDIAPHARM shall render to URIACH any reasonable assistance requested by URIACH.

13.7 In the event that it is impossible to use the Trademark in the TERRITORY for reasons beyond the control of the parties, or that the Trademark is not commercially viable as determined by the SC, the Parties will agree on another trademark. For this purpose and before any registration, a complete assessment of the new trademark in the Territory shall be performed from all perspectives, including but not limited to a look-alike-sound-alike analysis and freedom to operate evaluation. PEDIAPHARM shall bear the cost of such complete assessment as well as all registration fees to register the new trademark. URIACH shall own the new trademark in the Territory and shall borne the cost of its maintenance.

Such agreed upon new trademark shall be used in connection with the Products for purposes of this Agreement in accordance with its terms and conditions (which new trademark shall be deemed as “Trademark” for purposes of this Agreement).

14. PHARMACOVIGILANCE

The safety units from each of the Parties shall meet and agree upon a Pharmacovigilance Agreement for exchanging adverse event and other safety information relating to the Licensed Product [REDACTED]

[REDACTED], in any case, prior to PEDIAPHARM initiation of any marketing activity implicating pharmacovigilance obligations for the licensed Product in the Territory. Such Pharmacovigilance Agreement shall ensure that adverse event and other safety information is exchanged according to a schedule that will permit each Party to comply with applicable laws, including any local regulatory requirements. Once executed, it shall become ANNEX 10 to this Agreement.

redacted: time period, for competitive reasons.

15. PRODUCT LIABILITY, INTELLECTUAL PROPERTY AND WARRANTIES

15.1. PEDIAPHARM represents and warrants that has a relevant presence in the Territory and has the capability, experience, facilities and resources to become the Marketing Authorization Holder for the Product.

15.2. URIACH represents and warrants to PEDIAPHARM that:

a) As of the Effective Date, URIACH has the right, power, and authority to enter into this Agreement and to grant to PEDIAPHARM the rights specified in this Agreement;

b) This Agreement when executed shall become the legal, valid and binding obligation of it, enforceable against it, in accordance with its terms;

c) As of the Effective Date, URIACH has the ability and the resources; including financial resources, necessary to carry out its obligations under this Agreement;

d) As of the Effective Date, there are no actions, suits, proceedings, or arbitrations pending or, to URIACH's knowledge, threatened against URIACH relating to the URIACH Know-How that would impact activities under this Agreement.



e) At all times during the Term, URIACH agrees to comply with all applicable laws and Rules, as well as ethical business practices in Spain;

f) As of the Effective Date, no person has, to URIACH's best knowledge, after due inquiry, asserted, claimed or threatened to claim any right, title or interest in or to the Products in the Territory;

g) Products will conform to Specifications when delivered to PEDIAPHARM.

15.3. PEDIAPHARM represents and warrants to URIACH as of the Effective Date that:

a) PEDIAPHARM has the right, power, and authority to enter into this Agreement and to grant to URIACH the rights specified in this Agreement;

b) This Agreement when executed shall become the legal, valid and binding obligation of it, enforceable against it, in accordance with its terms;

c) PEDIAPHARM has the ability and the resources, including financial resources, necessary to carry out its obligations under this Agreement;

d) There are no actions, suits, proceedings, or arbitrations pending or, to PEDIAPHARM's knowledge, threatened against PEDIAPHARM that would impact activities under this Agreement;

e) At all times during the Term, PEDIAPHARM agrees to comply with all applicable laws and Rules, as well as ethical business practices in the Territory.

15.4. URIACH shall indemnify PEDIAPHARM for any liability, prejudice, cost or expense (including reasonable legal expenses) which PEDIAPHARM may incur as a result of any third party claim arising due to (a) any breach by URIACH of its warranties, or obligations under this Agreement, its negligence or willful misconduct; or as a result of (b) Product supplied by URIACH if such defect existed at the time of delivery ; (c) any product liability claims arising out of a manufacturing defect of the Products. URIACH shall not be obliged to indemnify PEDIAPHARM under this Article if the liability, prejudice, cost or expense arises from intentional acts or omissions, or the negligence, of PEDIAPHARM.

15.5. PEDIAPHARM shall indemnify URIACH for any liability, prejudice, cost or expense (including reasonable legal expenses) which URIACH may incur as a result of (a) any breach by PEDIAPHARM of its warranties, or obligations under this Agreement, or as a result of (b) third party claims related to the sale and/or use of the Product if the reason for such third party claims is any other than those set forth in Article 15.4. above (and specially if the reason for such claims or suits is a defect of the Product attributable to any action or omission taken by PEDIAPHARM, or others on behalf of any of them, regarding the Product, such as quality control, transportation, storage, handling, distribution, marketing and promotion, and/or PEDIAPHARM failing to comply with any Rules which may apply to the activities carried out by PEDIAPHARM. PEDIAPHARM shall not be obliged to indemnify URIACH under this Article if the liability, prejudice, cost or expense arises from intentional acts or omissions, or the negligence, of URIACH.

15.5.1 With respect to any indemnification obligation of either Party under this Agreement, the following shall be applicable:

a) the indemnified Party shall notify the indemnifying Party promptly in writing of any claim which may give rise to an obligation on the part of the indemnifying Party hereunder;

b) the indemnifying Party shall be allowed to timely undertake the sole control of the defence of any such claim, including all negotiations for the settlement, or compromise of such claim at its sole expense; and

c) the indemnified Party shall, at the indemnifying Party's expense, render reasonable assistance, information, co-operation and authority to permit the indemnifying Party to settle or defend such claim.

15.6. Intellectual Property Matters. PEDIAPHARM has evaluated the situation of the Product and of the Trademark in the Territory with respect to third parties' intellectual property rights and has come to the conclusion that none of the importation, development, use, registration, sale and offer for sale of the Product in the Territory infringe any third party rights. URIACH does represent and warrant it is not aware of any reason why any third party could claim that the performance of any of the operations contemplated in this Agreement would infringe any patent or other intellectual property rights owned or possessed by any third party. Other than this, URIACH does not give any warranty in respect of such matters. PEDIAPHARM accepts that, subject to the preceding representation and warranty, URIACH shall not be held liable in case that the performance of any of the operations contemplated in this Agreement is deemed to infringe any intellectual property rights of any third parties.

15.7. The Party against which any of the third party claims referred to in this Article 15 is filed shall conduct its own defence, but shall make sure that the other Party is given access to all the documentation related to the case and that it is allowed to participate in defending the case. Either Party, as the case may be, shall render to the other any reasonable assistance requested to it in connection with the defence of such action. The Party having requested such assistance shall bear all costs associated with it. In case of actions against PEDIAPHARM, special account shall be taken of the fact that PEDIAPHARM's defence of the case does not conflict with any strategies which may be followed by URIACH in related cases, as URIACH may indicate; provided that PEDIAPHARM shall have final decision regarding the defense of actions against PEDIAPHARM at its own cost.

15.8. PEDIAPHARM shall use Commercially Reasonable Efforts to at all times take any and all legal steps, and in any particular file and all the appeals available, to contest any act (i.e. claim, interim decision, injunction, order, judgment, etc.) specially in the event that such an act states or rules that any third party rights are being infringed and/or if such act contests the safety, efficacy or quality of the Product. In the event that PEDIAPHARM wishes to waive its rights of appeal or settle any claim, PEDIAPHARM shall first consult with URIACH, shall allow URIACH to actively participate in any settlement negotiations.

15.9. Both Parties grant each other the right to unilaterally suspend the performance of its rights and/or obligations under this Agreement upon receipt of any claim by any third party alleging that the performance of the obligations in this Agreement infringes upon the third party's rights. Such third party claim shall be notified to the other Party as soon as reasonable. If a claim is addressed against URIACH, URIACH may therefore refrain from delivering the Product to PEDIAPHARM, and if a claim is addressed against PEDIAPHARM, PEDIAPHARM may withhold the sale of the Product. In such cases, the Parties shall discuss the situation in good faith and the Minimum Performance Requirement calculation period shall be extended during such suspension of performance.

15.10. Each Party shall, at its own expense, obtain and maintain [REDACTED], policies of comprehensive general liability and product liability insurance covering the performance of its obligations in this Agreement in amounts not less than those insured by prudent pharmaceutical companies in a similar situation as a party.
redacted: time period, for competitive reasons.

15.11. Except as specifically provided for in this Agreement, none of the Parties shall be liable for loss of profit, loss or interruption of business, or for indirect, special, incidental, punitive or consequential damages or any kind, including any arising from or relating to any breach of this Agreement. This limitation shall not apply, however, in respect of either party's liability for breaches of its obligations regarding confidentiality, exclusivity and/or non-compete nor in the event of gross negligence or intentional misconduct.

16. LICENSE FEES

16.1. In consideration for the rights herein granted to PEDIAPHARM, PEDIAPHARM shall pay to URIACH [REDACTED] payments as follows:

[REDACTED]

[REDACTED]

[REDACTED]

redacted: payment modalities, for confidentiality and competitive reasons.

16.2. The CMP have been established [REDACTED]

redacted: exchange rate calculation, for competitive reasons.



16.3. Except the payments set out in Section 16.1 (a) and Section 16.1 (b) (iii) , all the other payments under this Article will be made within thirty (30) calendar days from the date of the relevant invoice, by bank transfer to the following bank account:

BANK:
ADDRESS:

IBAN:
SWIFT :

BENEFICIARY:
VAT n°:

redacted: banking information, for confidentiality reasons.

No payments under this Article 16.3. may be withheld by PEDIAPHARM at any time by any reason whatsoever.

16.4. PEDIAPHARM shall be entitled to withhold any amount which URIACH is obliged to pay to the relevant tax authorities in any country of the Territory, provided that PEDIAPHARM is obliged to do so by any applicable law or regulation, and provided that full evidence is given to URIACH on PEDIAPHARM having paid such withheld amounts to the appropriate authorities.

17. TERM

17.1 This Agreement shall come into force on the Effective Date and shall be valid for an initial term [REDACTED].
redacted: time period, for competitive reasons.

17.2. This Agreement shall be automatically renewed by the Parties for consecutive periods [REDACTED]
redacted: time period, for competitive reasons.

18. TERMINATION

18.1. Should either Party reasonably believe the other has committed a breach of this Agreement, such Party shall notify the other in writing stating its belief that a breach has been committed and setting forth its reasons for such belief. If the Party in receipt of such notice does not respond within thirty (30) calendar days of its receipt of same, or if it does respond and the Party receiving such response is not satisfied with the response or the proposed remedy, such Party may thereafter demand remedy of such breach eventually having recourse to arbitration, or otherwise terminate immediately this Agreement, in which case termination shall be without prejudice of any right of indemnification which the affected Party may consider itself entitled to. Termination may be immediate, without the grant of a remedy period, in case of a second failure of one same obligation under this Agreement. The failure of either Party to terminate this Agreement for breach of any conditions or covenant shall not affect its right to terminate it for subsequent breaches of the same or other conditions or covenants.

18.2. Subject to, and without prejudice of what may be foreseen in other provisions of this Agreement, URIACH shall be entitled to terminate this Agreement in its



entirety with immediate effect, by simply delivering a written notice to PEDIAPHARM and with entire indemnity for URIACH if:

- a) PEDIAPHARM fails to launch any of the Products as set on Article 10; and/or
- b) PEDIAPHARM fails to make any of the payments mentioned in this Agreement.
- c) PEDIAPHARM fails to submit the application for Marketing Authorisation as set forth in Article 6.3; and/or
- d) PEDIAPHARM fails to obtain the Marketing Authorisation for any of the Products prior to 24 (twenty four) calendar months; and/or
- e) PEDIAPHARM fails to obtain the Minimum Performance Requirement.
- f) PEDIAPHARM contests the validity of the Trademark.
- g) PEDIAPHARM insolvency, receivership, bankruptcy proceedings or any other proceeding for the settlement of PEDIAPHARM's debts is initiated.

18.3. Either Party may terminate this Agreement in its entirety with immediate effect, by delivering a written notice to the other if a receiver is appointed for any of the other Party's assets or if the other Party takes or suffers any similar or analogous action as a consequence of debts, or if the other Party seeks or reaches any agreement with its creditors the effect of which may be that said creditors may not individually enforce their credit rights against it.

18.4 PEDIAPHARM shall inform URIACH without undue delay if there is any Change of Control affecting PEDIAPHARM. In the event a Change of Control occurs, URIACH will expect continued comparable Commercially Reasonable Efforts to pursue PEDIAPHARM's current obligations contained within this Agreement.

If a PEDIAPHARM Change of Control occurs, then URIACH shall have, as sole remedy, the right to terminate this Agreement in the event it has good faith reasons to believe that the Change of Control shall adversely affect the commercialization of the Products and other performance obligations contained within this Agreement.

URIACH may exercise this termination right within the sixty (60) day period following receipt of the PEDIAPHARM Change of Control notice by giving PEDIAPHARM six (6) calendar months prior written notice of termination.

19. EFFECTS OF EXPIRATION OR TERMINATION

19.1 Upon expiration or termination of this Agreement for any reason whatsoever, the provisions contained in this Article 19.1 shall apply:

- a) PEDIAPHARM shall immediately cease and refrain from the promotion, offering, forwarding, shipping and sale of the Product; provided that PEDIAPHARM shall notify URIACH of the amount of the Products in its possession, ownership or control. URIACH shall have the option either to (i) repurchase PEDIAPHARM's remaining inventory at the cost at which PEDIAPHARM purchased such Products from URIACH (in which case PEDIAPHARM shall deliver such inventory to any designee of URIACH within the Territory at URIACH's cost); or (ii) allow PEDIAPHARM to sell off such



inventory in the ordinary course of business within a maximum period of six (6) months. URIACH shall exercise its re-purchase option, if URIACH so elects, at the latest within sixty (60) days from the effective date of termination or expiration of this Agreement.

- b) PEDIAPHARM shall return to URIACH, without retaining any copy, all of the URIACH Know-How.
- c) The provisions of Article 20 on Confidentiality shall continue to be applicable as set forth therein.
- d) Upon request by URIACH, PEDIAPHARM shall immediately assign and transfer any and all rights on any Marketing Authorisation (or on the application to any Marketing Authorisation, as the case may be), in favour of URIACH or URIACH's designee, at no cost for URIACH in any event, or shall take any such other action as may be instructed by URIACH (including, but not limited to, seeking the revocation of such Marketing Authorisation).
- e) URIACH shall retain any amount already paid by virtue of this Agreement, not having PEDIAPHARM any right of reimbursement upon termination of this Agreement for any reason whatsoever.
- f) PEDIAPHARM is not an agent of URIACH but an independent third party who purchases Products from URIACH for the purpose of its resale. Upon termination of this Agreement for any reason whatsoever PEDIAPHARM shall not be entitled to claim from URIACH any amount in consideration for concepts such as opening of market, goodwill, loss of business or loss of profit, transfer of customers, etc.; PEDIAPHARM expressly renounces to any claim of such sort even if legally entitled to file it under any relevant Law. This is without prejudice of any claim which PEDIAPHARM may have against URIACH in case of a breach of this Agreement by URIACH.

19.2. On the expiration or termination of this Agreement for any reason whatsoever, URIACH will have the right, at its own discretion, to assign the remaining stock of Products to a party designated by URIACH at landed cost provided the Products are in good and saleable condition or allow PEDIAPHARM to sell out the remaining stock of Products for a limited period after the said expiration or termination.

19.3. Upon notification by either Party of termination or non -renewal of this Agreement in accordance with Article 17.2, the rights herein granted to PEDIAPHARM shall for the remaining term of the notice period immediately and automatically be converted into a non-exclusive right. During the term of the notice period, PEDIAPHARM's orders shall be met in the ordinary course of business provided they are consistent in quantities with PEDIAPHARM's historical purchase volume. During the term of the notice period, URIACH may request that supplies be made against advanced payment or through payment guaranteed by means of irrevocable and confirmed letter of credit.

20. CONFIDENTIALITY

20.1. Both the Registration Dossier, the URIACH Know-How and all information supplied by URIACH to PEDIAPHARM for the purpose of this Agreement (including the existence and the terms of this Agreement) shall be regarded by PEDIAPHARM as

URIACH's confidential information. Equally, any and all information of a confidential or proprietary nature relating to the Parties or their business that URIACH or PEDIAPHARM acquire in the context of this Agreement shall be considered URIACH's or PEDIAPHARM's confidential information respectively. According to the above both Parties can be considered as disclosing or receiving Party as the case may be. Unless the disclosing party has expressly consented otherwise in writing, its confidential information shall not be used by the receiving party in any manner whatsoever except for the aforementioned purposes, shall not be disclosed to third parties, shall only be disclosed to those of its employees or authorized personnel who may need to know it for the purposes contemplated in this Agreement, provided such persons have themselves undertaken obligations of confidentiality and non-disclosure no less stringent than as stipulated in this Agreement and shall be treated by the receiving party in such a way as to prevent unauthorised use or unauthorised disclosure.

20.2. The obligations of confidentiality and non-use specified herein shall remain in force during the Term of this Agreement and thereafter [REDACTED]

redacted: time period, for competitive reasons.

20.3. The foregoing obligations as to non-use and nondisclosure shall not apply to information (i) available from sources generally available to the public, (ii) information which the receiving party may prove was known to it prior to having received it from the disclosing party, provided the source of such information was entitled to disclose it, and (iii) information which the receiving party is legally obliged to reveal to public authorities and legal courts provided, however that in such cases (a) the disclosing party is given prior notice of the disclosure together with a reasonably comprehensive explanation of the legal reasons why such disclosure is needed, that (b) the receiving party takes any and all actions which may be available to it under any applicable law to impede such disclosure if possible and so requested by the disclosing party, that (c) disclosure is limited to the minimum required to comply with the Law, if finally made and that (d) the receiving party takes also any and all actions available to it under any Law to secure that documentation disclosed is not made available to others than public officials, members of the judiciary, or lawyers bound by confidentiality and secrecy obligations.

20.4. The Parties will consult with each other before making any public announcements with regard to the transactions contemplated by this Agreement, and any public announcements shall be made only at such time and in such manner as the parties shall agree, except that either party shall be free to make such public announcements as necessary to comply with any relevant Law, provided that they shall be limited to any information which such relevant Law requires to be made public.

20.5. Upon expiration or termination of this Agreement for any reason whatsoever, all confidential information referred to above shall be returned to the disclosing party without the receiving party retaining any copy other than to comply with applicable Law and rules.

21. NOTICES

21.1. Any notice which either Party may wish to give under this Agreement shall be made in writing. Notices may be given through personal delivery, registered mail,



telefax or e-mail, at the address indicated above or any other address with either Party may thereafter give for notification purposes. Notices shall be deemed given on the date of delivery if they are given through personal delivery, on the date they are issued if delivered through telefax or e-mail, and on the date shown on the post office seal if sent by registered mail. No notarial formality shall be required for notices given under this Agreement.

21.2. Notices shall be sent to:

URIACH Att. [REDACTED] **redacted:** personal information, for
Address: [REDACTED] confidentiality reasons.

Telephone No. [REDACTED]
Fax No. [REDACTED]

PEDIAPHARM Att. [REDACTED]
Address as set out above
Telephone No. [REDACTED]
E-Mail [REDACTED]

22. FORCE MAJEURE

22.1. If the performance of any obligation under this Agreement, other than the payment of money, is prevented or impaired for events like strike, lockout, war, civil commotion, blockage, embargo, fire, explosion, adverse weather or any cause beyond the reasonable control of the defaulting Party (whether or not of like nature to the foregoing), such Party shall be excused from performance as long as such cause continues to prevent or impair performance provided the Party claiming such excuse shall have promptly notified the other Party of the existence of such cause and shall at all times do its best to fulfil its commitments as fully as possible herewith.

22.2. In case that such Force Majeure affects the performance of this Agreement during six (6) consecutive calendar months or more, the Party receiving the notification hereto may terminate this Agreement with no indemnification forthwith by giving notice to the other Party.

23. ASSIGNMENT

It is agreed that all rights herein granted are personal to PEDIAPHARM without the right to grant sublicenses, are indivisible and non-transferable. PEDIAPHARM may not assign, whether entirely or in part, the rights and/or obligations acquired under this Agreement to any of its Affiliates and/or to any third party, without first having obtained URIACH express and written consent which shall not be unreasonably delayed or withheld. If this consent is given, it is understood and agreed that PEDIAPHARM shall at all times warrant URIACH, on a joint and several basis, the full compliance by the assignee, of all terms and conditions of this Agreement.



24. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between URIACH and PEDIAPHARM relating to the subject matter hereof and no terms or provisions of this Agreement shall be modified by any prior or subsequent statement, conduct or act of either Party, except that the Parties hereto may:

- (a) amend the Agreement by written instruments specifically referring to and executed in the same manner as this Agreement; or
- (b) supplement the Agreement as provided for therein by written instruments executed by both Parties.

25. NON WAIVER

The waiver by either Party hereto to any right hereunder, or the failure to exercise it in case of a breach by the other Party, shall not be deemed a waiver of exercising such right in the future or of any other right hereunder in case of breach or failure by the other Party whether of a similar nature or otherwise. All rights, remedies, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be a limitation of any other remedy, right, undertaking obligation or agreement of any of the Parties.

26. SEVERABILITY

In the event that any provision of this Agreement is declared invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the other provisions of this Agreement, it being hereby agreed that such provisions are severable and that, to the maximum extent possible, this Agreement shall be continued in all respects as if such invalid or unenforceable provisions were omitted, unless the invalid provisions are of such essential importance for this Agreement that it is to be reasonably assumed that the Parties would not have contracted this Agreement without the invalid provisions. The invalid or unenforceable provisions shall be considered to be automatically substituted by provisions having the same or the nearest possible economic effect for the Parties.

27. GOVERNING LAW AND JURISDICTION

27.1. This Agreement shall be deemed to have been made [REDACTED] and its form, execution, validity, construction and effect shall be determined in accordance with [REDACTED]. **redacted:** dispute resolution mechanism, for competitive reasons.

27.2 The parties shall make all reasonable efforts to amicably resolve any disputes which may arise out of or relating to the application of this Agreement.

In the event that the parties fail to so resolve any dispute, all disputes arising in connection with this Agreement shall be finally settled [REDACTED]

redacted: dispute resolution mechanism, for competitive reasons.



28. COMPLIANCE WITH URIACH'S CORPORATE POLICIES

PEDIAPHARM has been informed by URIACH of the "URIACH's Code of Ethics" at the following link www.uriach.com [www.uriach.com] and agree with its values and principles, and shall make Commercially Reasonable Efforts to comply with such principles and values in the performance of its activities carried out by its own employees or by subcontracted parties involved in the execution of the present Agreement.

29. OTHER DUTIES

Each Party will be responsible for its own legal and other expenses incurred in connection with the negotiation, preparation and execution of this Agreement

The Parties shall perform all other duties and acts, execute and deliver all other documents, and provide other information and assistance, whether or not specifically provided for herein, as may be reasonably necessary, beneficial, or appropriate to further the purposes and to carry out the intent of the Parties to this Agreement.

This Agreement constitutes the full and complete Agreement and understanding of the Parties hereto, and supersedes any previous agreements or understandings, both oral and written with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto, through their authorised representatives, have executed this Agreement in two originals with the same effect as of the date first above written.

J. URIACH Y COMPAÑÍA, S.A.

Name: [REDACTED]

Title: [REDACTED]

Signature:

SIGNED

Name: [REDACTED]

Title: [REDACTED]

Signature:

SIGNED

PEDIAPHARM INC.

Name: [REDACTED]

Title: [REDACTED]

Signature:

SIGNED

Name: [REDACTED]

Title: [REDACTED]

Signature:

SIGNED

redacted: personal information, for confidentiality reasons.