Third-Party Terms
For
Biocon Biologics, Inc.

Terms & Conditions for Purchases of Yesintek™

Effective Date: November 4, 2025

These Terms & Conditions ("**Terms**") govern purchases of Yesintek™ ("**Product**") by Omnicell Specialty Pharmacy Services ("**OSPS**") pharmacy customers ("**Purchasers**") from Biocon Biologics Inc. ("**Manufacturer**") under OSPS' Direct Purchase Agreement with Manufacturer. By purchasing Product, Purchasers agree to comply with the Terms as set forth below. If Purchasers do not agree to comply with the Terms, it will not purchase Products.

1. Purchase and Sale

- Only Purchasers identified by OSPS and approved by Manufacturer may buy Products directly from Manufacturer at the contract prices.

2. Order Fulfillment

- Purchasers must dispense Products to patients in accordance with industry best practices and all applicable laws, including but not limited to:
  - Where permitted by law, accepting prescriptions electronically or by electronic exchange, fax, email or telephone;
  - Expeditiously contacting the patient to verify all information necessary for claim adjudication, such as insurance, co-pay amount, etc.; and
  - Shipping Product to the patient by 2nd day delivery (if requested by the patient).
- Purchasers will be responsible for all prescription processing and shipping costs.
- No compensation will be provided by Manufacturer for fulfillment activities.

3. Data Reporting & Privacy

- Purchasers are requested to provide weekly and monthly reports on prescriptions adjudicated and units shipped, in the format as set forth on Exhibit D. Such reports are not required to obtain contract pricing.
- Purchasers are requested to provide monthly Prescriber Data Reports showing the number of prescriptions of each Product NDC dispensed in the month, in the format set forth on Exhibit

D, no later than five (5) days after the end of each calendar month. Such reports are not required to obtain contract pricing.

- All reports will be delivered via email to bbipricing_contracts@biocon.com
- Purchasers must comply with HIPAA, HITECH, and all applicable privacy laws.
- No protected health information (PHI) may be disclosed to Manufacturer unless permitted by law. Purchasers may de-identify any information required under these Terms to the extent necessary to comply with any prescriber identifiable data laws.

4. Payment Terms

- If Purchasers pay via check, payment is due within thirty-one (31) days of the invoice date.
- If Purchasers pay by electronic funds transfer (EFT), payment is due within thirty-one (31) days from the invoice date.
- Purchaser agrees to submit a remittance advice with every payment for EFT printed check, which will detail the invoices and credits included in each payment. EDI 820 remittance document(s) should be transmitted to the bank at the time of an EFT payment. For payment with a printed check, remittance advice will be included with the check and sent to the lockbox.

5. Deductions & Disputes

- Purchasers are not permitted to make any unauthorized deductions or to set off any amount set forth in a Manufacturer invoice.
- Purchasers must notify Manufacturer of an invoice dispute within thirty (30) calendar days from the date an invoice is issued by Manufacturer.
- Late fees may apply to undisputed, overdue amounts.
- In addition to all other remedies, Manufacturer may recapture unauthorized deductions from Purchaser through a reduction in rebate credits, issuance of an additional invoice, or other reasonable means and Manufacturer shall have the right of set off or the ability to apply any credit owed to Purchaser against any outstanding balance owed to Manufacturer by the Purchaser.

6. Confidentiality

- Purchaser acknowledges that these Terms, the Products, prices, discounts, and related information (collectively, the “Manufacturer Confidential Information”) are confidential to Manufacturer and agrees to maintain the confidentiality of such information.
- If Purchaser receives a request to disclose the Manufacturer Confidential Information, it shall promptly notify Manufacturer to the extent permitted by law and legal process.

7. Audit & Inspection

- For a period of one (1) year following purchases of Product and upon thirty (30) days’ notice, during normal business hours, and not more than once per year, Manufacturer may audit Purchaser records related to the purchases.

- Purchasers will keep, maintain and preserve complete, current and accurate books, records and accounts of the purchase transactions and such additional records as necessary to establish and verify Purchaser's compliance with these Terms.
- Manufacturer reserves the right to recover the value of any overpayment discovered (or discount not intended to be given) as a result of an audit conducted under these Terms.
- Any audit may be conducted by an employee of Manufacturer, an independent third party, or a combination thereof; any third party utilized to assist with an audit must execute a confidentiality agreement mutually acceptable to Manufacturer and Purchaser prior to beginning work.

8. Product Guarantee, Liability, and Indemnification

- Purchasers must defend, indemnify and hold Manufacturer Indemnitees harmless for any loss, cost, damage, expense, or other liability, including without limitation, reasonable costs and attorney fees ("Costs") incurred in connection with any and all third party claims, suits, investigations or enforcement actions ("Claims") that arise as a result of Purchaser's breach of these Terms or failure to adhere to directions or guidelines including, but not limited to, HDMA forms and Product Inserts ("PIs") provided to Purchaser by the Manufacturer regarding the Products, except to the extent that any such Costs or Claims would not have occurred but for the willful misconduct or gross negligence of Manufacturer.
- Manufacturer's indemnification will be handled as set forth in the product guarantee and indemnification provisions set forth in Exhibit A attached hereto and incorporated herein by reference.
- Manufacturer will not be liable for indirect, special, or consequential damages, except for breaches of confidentiality or indemnification obligations.
- In no event will Manufacturer's total cumulative liability for damages arising under these Terms or otherwise exceed the total payments actually paid by Purchasers in the one hundred and twenty (120) days immediately prior to the date on which liability arose.
- Purchasers must maintain product liability insurance of at least $5 million per claim and $5 million in the aggregate during the period covering all purchases of Product and for a period of two (2) years following Purchaser's last purchase of Product.

10. Compliance

- Purchasers must comply with all generally accepted industry standards and applicable federal, state, and local laws governing the purchase, handling, storage, sale, distribution, shipment and dispensing of Products.
- Purchaser expressly acknowledges that certain Products may be temperature sensitive and agrees to comply with such temperature requirements during storage and shipment.
- Manufacturer and/or its designated agent will have the right, upon at least thirty (30) days' advance notice, not more frequently than once per calendar year and during Purchaser's regular business hours, to inspect Purchaser's facility(ies) and/or any location where Products are stored. This includes inspection of records regarding the facilities and inventory including invoices.

- Purchasers will maintain the inventory of Products in accordance with all storage and temperature requirements set forth in the package insert for such Product and will be responsible for recording and tracking quantities, lot numbers and expiration dates as required under applicable law.

11. Additional Representations and Warranties

- By purchasing Products, Purchaser represents and warrants that it is not: (i) listed by any federal or state agency as excluded, debarred, suspended or otherwise ineligible to participate in federal and/or state programs; or (ii) convicted of any crime relating to federal and/or state programs. Further, Purchaser must notify OSPS within two (2) business days of becoming aware of any such exclusion or being convicted of any such crime.
- Purchasers must maintain all necessary licenses and registrations necessary for the lawful handling, storage, dispensing and shipping of Product and for the performance of the services. Further, Purchaser will notify OSPS within two (2) business days of becoming aware of: (i) any denial, revocation, suspension of, or adverse action taken against any such license or registration; or (ii) any material change in the licenses or registrations. By purchasing Products, Purchaser represents and warrants that none of its licenses have ever been revoked or suspended.
- Purchaser represents and warrants that it is properly licensed and in good standing with all regulatory agencies applicable to its operations (including, without limitation, individual state Boards of Pharmacy and to the extent applicable, FDA, DEA, and individual state Departments of Transportation) and will provide evidence of the same to Manufacturer upon request.
- Purchaser will not take any actions that may undermine or usurp the clinical judgment of the patient's treating physician or other healthcare provider. Purchaser will not implement any intervention technique, counsel or encourage any patient, physician or any other healthcare professional to use or prescribe Product over any other medically appropriate pharmaceutical product or treatment. Purchasers must not promote Products beyond FDA-approved prescribing information or offer inducements to prescribers to prescribe or switch patients to the Product, or any other product.
- Purchaser will purchase only that amount of Product reasonably required to meet its customary patient prescription utilization demands, and will take appropriate steps to ensure that purchase levels do not exceed projected patient demand.
- Upon the request of Manufacturer, Purchaser will supply data to show that the amount of Product purchased reasonably matches the amount of Product dispensed.
- Purchaser will not counsel or promote any business arrangement or other activity that violates applicable laws.
- Purchaser will not promote Product on behalf of Manufacturer. To the extent Purchaser communicates about Product, such communications will be: (i) consistent with the FDA-approved prescribing information, and (ii) balanced and complete, presenting all relevant information (in a manner fully consistent with the prescribing information). Purchaser will not suggest that Product is safer or more efficacious than the data in the prescribing information demonstrates, nor make comparative claims to any other products that are not supported by

the prescribing information. Purchaser will obtain Manufacturer's prior written approval of any materials that communicate about Product.

- Purchaser is not a party to any contract that will materially limit or conflict with its ability to comply with these Terms. Purchaser will promptly inform OSPS of any event or change in circumstances that may negatively affect Purchaser's ability to perform its obligations under these Terms.

12. Own Use & Restrictions

- Purchaser represents and warrants that Products purchased under these Terms are for the Purchaser's "own use" as defined in Abbott Laboratories, et al. v. Portland Retail Druggists Association et al. 425 U.S. 1 (1976). Purchaser will purchase Product only to fill prescriptions of its own patients, and acknowledges that Manufacturer is making Product available for purchase pursuant to these Terms for this purpose only. In no event will Purchaser sell or in any manner transfer any Product purchased hereunder to any person or entity (including any pharmacies not affiliated with Purchaser) or any wholesaler, distributor, repackager, compounder and/or manufacturer) for subsequent distribution (by resale or otherwise) without the Manufacturer's prior written approval. Manufacturer reserves the right to audit Purchaser's compliance with this requirement on a quarterly basis.

12. Orders & Delivery

- Orders for Product must be transmitted using an order entry system or such other means as may be acceptable to Manufacturer.
- Orders are subject to acceptance and approval by Manufacturer.
- These Terms may not be modified by any terms or conditions contained within any documents exchanged between Purchaser and Manufacturer, including without limitation, any purchase orders submitted by Purchaser or on behalf of Purchaser.
- Products are delivered prepaid to the Purchaser's destination, with title and risk of loss, casualty and damage passing to Purchaser upon delivery to Purchaser's destination point. Manufacturer will be responsible for insuring Product until it reaches Purchaser's facility.
- Products will be shipped to Purchaser using Manufacturer's selected carrier.
- Manufacturer will invoice Purchaser once it has shipped the Product or placed the Product in transit.
- Manufacturer does not provide customized pallet architecture.
- Manufacturer makes no guarantee of Product availability.
- Manufacturer will not be required to supply any minimum quantities of Product to Purchaser.
- Manufacturer may allocate Products in short supply and set minimum order quantities.
- In the event Manufacturer cannot supply all of Purchaser's requests for orders, Manufacturer will not be liable for any portion of the cost if Purchaser elects to obtain Product from a source other than Manufacturer.
- In the event Manufacturer cannot ship Products, Manufacturer shall inform Purchaser when it is again able to supply in which case Product shall be purchased pursuant to this Section. If

express or expedited shipping is requested, Manufacturer may honor this request and in such event it reserves the right to charge additional fees.

- Manufacturer shall only sell, distribute, and/or ship a Product to Purchaser or any facility of Purchaser located in the United States and the District of Columbia. Notwithstanding anything contained herein to the contrary, Purchaser further represents and warrants that it and each of its facilities will not sell, distribute, and/or ship a Product to any individual and/or entity located outside of the United States and the District of Columbia.

13. Returns & Recalls

- Returns must comply with Manufacturer's standard returns policy (attached hereto as Exhibit A and incorporated herein by reference).
- In the event of a recall of any Product, Manufacturer will provide notice as required by the FDA and perform effectiveness level checks as required by FDA to fulfill its obligations under the recall.
- Manufacturer will reimburse Purchaser for reasonable expenses that are approved in advance and in writing by Manufacturer in connection with Manufacturer's performance of a recall provided that the recall was not caused by any act or omission of Purchaser, its facilities or its agents.

14. Product Changes

- Manufacturer may remove Products from the scope of these Terms by giving thirty (30) days' advance notice to OSPS, and any such removal will be binding on Purchaser. Purchaser may remove Products from the scope of these Terms by giving thirty (30) days' advance notice to OSPS, and any such removal will be binding on Manufacturer.
- Additions to the list of Products covered by these Terms must be approved in writing by Purchaser and Manufacturer.
- For all notices described in this section, email is an acceptable method of notice.

15. Price Changes

- Price decreases are effective upon Manufacturer's written notice to OSPS.
- In the event of a price increase for any Product covered by these Terms, Manufacturer will provide OSPS with thirty (30) days' advance notice (the "Price Increase Notice"). If any such increase is unacceptable to Purchaser, Purchaser may remove the applicable Product from the scope of these Terms by giving OSPS notice of such removal within fifteen (15) days following the date of the Price Increase Notice. If Purchaser does not provide the removal notice within fifteen (15) days, the price increase will be deemed to have taken effect as of the thirty-first (31st) day after the Price Increase Notice was given. Purchases of a Product for which a Price Increase Notice has been given, during the thirty (30) day period after the date of such Price Increase Notice, may not exceed the average monthly utilization of such Product during the period commencing on the Effective Date and continuing through the date of the applicable Price Increase Notice.

- For all notices described in this section, email is an acceptable method of notice.

15. Governing Law & Dispute Resolution

- The agreement is governed by the laws of the Commonwealth of Pennsylvania.
- Disputes are to be resolved first by negotiation, then by binding arbitration in Pittsburgh, PA, if necessary.

16. Force Majeure

- Neither party is liable for failure to perform due to events beyond their control (e.g., natural disasters, war, government action).

Exhibit A
Return Goods Policy
Effective 9/1/2023

This Return Goods Policy of Biocon Biologics Inc., ("BBI") applies to all pharmaceutical products manufactured and/or distributed by BBI in the USA. Only products purchased directly or through a Distributor or Wholesaler of Record from BBI will qualify for return and/or credit.

This Return Goods Policy does not apply to suspect pharmaceutical products and suspicious orders or deliveries.

DAMAGED PRODUCT & SHORTAGE CLAIMS FROM ACTIVE WHOLESALERS OR DISTRIBUTORS

For direct customers only, in the event that a product is damaged upon delivery, the customer is responsible for the following:

- Where loss, shortage, breakage, leakage, or other damage has occurred in transit, customer agrees to fully cooperate with BBI to establish a claim against the transportation company.
    - BBI must be notified of any containers damaged in transit or container shortages within Three (3) business days of receipt of the product by the customer;
        - Noting any visible damages or shortages on the bill of lading or receiving document upon receipt of the product and emailing photographs of damaged product to a Biocon Customer Operations Contact for investigation purposes.
- BBI must be notified of any concealed damages and shortages within 3 days of delivery of the product.

***RETURNABLE ITEMS*- IN ORDER TO BE RETURNABLE, A PRODUCT MUST MEET ALL THE FOLLOWING REQUIREMENTS:**

Product must be in the original packaging with the original label including NDC, lot # and expiration date, and all 2D barcodes or other tracking elements for DSCSA Serialization tracking as required by relevant law or regulation. Further, in order to be eligible for a return to and credit or replacement product pursuant to this Policy, Product must meet all of the following criteria:

1. Product must be returned upon expiration date and within ninety (90) days after expiration date.

2. Product must be Biocon labeled product – only full unit cartons are returnable. Viatris NDC supplied by BBI will be considered.

3. Only the original purchaser may return product.

4. Product must be in original container.

BBI contracts with Cardinal Health 3PL to manage the return and destruction of outdated products. All direct, indirect, and non-contracted product purchases must be returned in accordance with the procedures of this document to be eligible for credit.

Prior Return Authorization (RA) is required for all returns. Request for Return Authorization Return Authorization expire in 30 days.

Request RGA and Product Preparation: A Return Goods Authorization (RGA) may be obtained via email to GMB-SPS-ReturnRequests@cordlogistics.com fax to (614) 652-0271. An assigned RGA number and specific return instructions will be provided by BBI Customer Service Department after the request for RGA is approved subject to this Policy by including the following information on the packing list accompanying each return:

- Name and address of Distributor returning Product
- DEA of the facility returning the product
- Product list, including: Product Name, National Drug Code (NDC) Number, quantity being returned, lot number(s), and expiration date of each
- RGA Reference number
- Reason for return

BBI will destroy any Product return that does not have such required information, and no credit or replacement product will be issued to Customer for such Product or any costs of the associated claim. Such RGA will expire thirty (30) calendar days from issue date.

Shipping: Returned Products shall be shipped to: Biocon Biologics, Inc.:

Attn: Return Goods Dept.

15 Ingram Blvd. Dock 43

La Vergne, TN 37086

Eligible Product shall be shipped to BBI, or its designee, in a safe, secure, and reliable manner, and in compliance with all applicable federal, state and local laws, regulations and statutes.

Customer shall pay or pre-pay (as applicable) all return freight/shipping fees for each shipment of returned Product, except for recalled Product. BBI shall not pay for any charges incurred by Customer for return goods processing.

Customer shall not ship to BBI, or its designee, any broken Product containers without Product present, and any such shipment shall be destroyed by BBI and shall not be

reported as a return pursuant to this Policy. The foregoing limitation shall not apply to shipments where damage occurs in the return to BBI. Such returns where damage occurs during the return shipment will be processed by BBI but no credit will be issued to the Customer.

Return Authorization for Damaged in Shipping and Shortages may be obtained by faxing your request to (614) 553-9949 or emailing your request to: GMB-SPS-DAMAGES@cordlogistics.com

Product returned that does not meet the criteria listed above will be quarantined. If the above information cannot be obtained by the end of the business day, the product will be denied and sent back to the returning entity.

Should you need assistance in returning your BBI product, please contact: GMB-SPS-ReturnRequests@cordlogistics.com fax to (614) 652-0271.

TERMS

The following rules will be applied to determine the credit amount for eligible product returns that comply with the return procedures noted above:

Indirect Customers

- Indirect Customer: Customers with an indirect purchase contract with BBI may return for reimbursement any eligible product purchased from any of the Active Wholesalers specifically identified within its indirect contract

Returns that are deemed credit eligible per this Policy will be credited as follows:

- At the lower of the current or BBI contract price at time of purchase; or
- If unable to locate a price for the returned product, credit may be issued at BBI's current average net selling price, at BBI's discretion

For indirect returns, a DSCSA Compliant Transaction History is to be provided upon request. If provided within ninety (90) days, BBI will re-assess the return for credit reimbursement. If not provided within ninety (90) days, BBI reserves the right to deny credit.

BBI will issue credit for batched debit memos that include returned product from multiple facilities on one debit memo. However, classes of trade shall not be combined on a batched debit memo.

BBI will not honor any processing/handling, documentation, administrative or destruction fees assessed for the return, handling, processing, or incineration of product, excluding BBI recalled products.

RETURNABLE PRODUCTS WITHOUT REIMBURSEMENT

The following may be returned for processing and proper disposal only to the extent

allowed by EPA (Environmental Protection Agency) rules; customer acknowledges and agrees that there will be no reimbursement for:

- Returns made without a valid RGA or RGA#
- Products received in excess of thirty (30) days from date of Return Authorization creation
- Product packaging for which the NDC, lot number or expiration date on the Product's packaging is missing, covered or illegible.
- Product sold on a non-returnable basis including Product labeled as "NOT FOR SALE."
- Products sold as short dated / fire sale, samples, or donations
- Products damaged by negligence, water, fire, smoke, or other insurable events
- Products involved in salvage, bankruptcy, or insolvency proceedings
- Products packaged in vials, syringes, and bags that are open
- Products packaged in a tube that are open or partial containers
- If trade packaging contains a quantity greater than actual package size (overfilled containers)
- Product purchased for clinical trial or bioequivalence study
- Product with missing or incorrect labeling, batch number, barcode, or expiration date
- Product with a prescription label
- Merchandise purchased from a source other than BBI
- Products returned to BBI without prior approval including excess quantities not listed on the RA

Recalled product returns

- All recalled products must be returned separately from expired product.
- For all product recall returns, please reference the instructions in the recall notification package.
- Credit will be extended according to the rules above for direct customers and indirect customers. BBI reserves the right to make final credit determination.

This Return Goods Policy supersedes all previous policies and may be modified by BBI, from time to time, in its discretion. BBI values the relationship it shares with its customers and will make a commercially reasonable attempt to provide ninety (90) days advance notification of policy changes.