

Solventum GENERAL CONDITIONS OF PURCHASE

INTRODUCTION

This document sets out the general conditions governing purchasing relations between Solventum and the SUPPLIER. The general conditions described herein, save as otherwise agreed in writing between the Parties (i.e. between Solventum and the SUPPLIER), shall be deemed to be known and accepted with the provision of the service assigned or execution of the works commissioned and shall prevail over any condition, term or clause appended to or already inserted in the standard models and forms used and sent by the SUPPLIER.

The special conditions of the order issued by Solventum or the contract, agreed between Solventum and the SUPPLIER at any time, shall in any event remain fully valid and effective.

In applying and interpreting the terms and conditions governing purchasing relations between Solventum and the SUPPLIER (with regard to the adoption and signature of separate Solventum general conditions relating to specific types of contractual services as well), reference shall be made to the principles contained in Articles 1362 *et seq.* of the Italian Civil Code and, in particular, to the provisions of Article 1367.

ART. 1 DESCRIPTION OF THE SUPPLIER AND REQUIREMENTS OF THE CONTRACTUAL RELATIONSHIP

Solventum establishes and maintains profitable commercial relations with highly qualified suppliers, having adequate means, skills and resources to carry out the services undertaken and able to fully satisfy Solventum's technical and qualitative requirements. The purchasing relationship is based on requirements of particular trust and therefore the SUPPLIER must be able to demonstrate in advance and maintain over time suitable requirements of trustworthiness, fairness, reliability, honor and professionalism in providing the service.

In particular, the SUPPLIER declares:

- that it satisfies all the legal and administrative requirements (including any authorization license) necessary to be able to carry out the activities requested by Solventum, as well as the technical and professional qualifications and knowledge necessary to carry out the activities required in accordance with the rules of the trade and good practice);
- that it operates according to a quality system able to guarantee the correct execution of the contract, only employing highly qualified and suitably trained personnel;

and undertakes:

- a. to produce and display all documentation certifying satisfaction of the requirements requested, with regard to its own employees and collaborators as well, based on the certificate of registration with the C.C.I.A.A. [*Chamber of Commerce, Industry, Crafts and Agriculture*] and the Single Contributions Record, which the SUPPLIER undertakes to produce within 10 (ten) days of Solventum's request;
- b. if necessary and requested, to provide Solventum, by completing suitable forms supplied by the latter, with the names of the personnel (holding employment contracts or the like, for a fixed term or indefinite period, including any resources employed under a leasing, temporary and project management or joint venture system, or with a relationship other than a permanent employment contract, including any independent relationship) who shall specifically carry out the activities for Solventum and to indicate the National Collective Contract applied, henceforth undertaking to provide the names of any other personnel employed within the scope of execution of the aforesaid activities;
- c. to ensure that its personnel work scrupulously observing the specifications agreed with Solventum, with regard to the information provided by means of the relevant technical documentation as well;
- d. to obtain in advance any authorizations from the competent authorities required in relation to the specific activities assigned;

- e. to comply scrupulously with the applicable rules on safety in the work places, health and hygiene, specifically taking all the most appropriate preventive measures to avoid accidents or damage to persons or property;
- f. to acquire from Solventum in advance information on any risks present in the areas owned by Solventum, in which its personnel will be required to work, acquiring a direct knowledge of the areas themselves and complying scrupulously with the prevention and protection measures adopted and the rules on safety, health and hygiene applied on the Solventum site on which the activities assigned are carried out;
- g. to arrange any measures designed to avoid forms of environmental pollution as a result of the activities to be carried out for Solventum;
- h. to inform Solventum promptly in writing of any extraordinary event, including accidents or damage caused to property, occurring on account of carrying out the services for Solventum;
- i. if necessary, to update the amount of the safety costs incurred for the activities to be carried out for Solventum;
- j. to guarantee the correct execution of any charge falling within its competence.

Failure to observance the aforesaid obligations shall constitute:

- i) for the SUPPLIER, liability for any charges and/or damage which, owing to its non-observance, is caused to persons and/or property;
- ii) for Solventum, grounds for the suspension of payments or termination of the relationship with the SUPPLIER.

Solventum and the SUPPLIER are independent contractual parties with independent decision-making, organizational, financial, technical and entrepreneurial capacity.

ART. 2 OBSERVANCE OF THE LEGISLATION AND BUSINESS ETHICS

The SUPPLIER undertakes to promptly and scrupulously observe: a) any legislative provision applicable to the specific purchasing relationship established with Solventum; b) the indications and rules recalled in the document attached as Annex A; c) the obligations assumed based on the documents attached as Annex B, Annex C and Annex D to the Solventum General Conditions of Purchase, of which they form an integral and essential part.

In accordance with Solventum's well-established policies, the SUPPLIER shall not offer gifts or hospitality which, owing to the value, nature, characteristics or circumstances thereof, conflict with the ethical principles or are such as to be able to condition the assessments and independence of judgment of Solventum's employees. The SUPPLIER henceforth represents and warrants that it shall offer and provide its services without benefiting from any special relationship with Solventum's employees such as to cause potential conflicts of interest.

The SUPPLIER undertakes to scrupulously observe the national and international legislation and standards concerning child labor.

Solventum has established as the basis of its business policy the requirement of specific observance of all legislation concerning the various business activities, whether of a strict legal content or ethical and behavioral in nature. In that context, over the years Solventum has drawn up a series of internal regulations designed to establish the basic principles and rules on fairness in business practice, with which all internal collaborators and persons operating in partnership with Solventum must comply. These include the Solventum Code of Conduct¹, the Solventum Italy Code of Conduct and the Organization, Management and Control Model pursuant to Legislative Decree 231/2001².

Insofar as applicable to the contractual relationship with the SUPPLIER, the latter undertakes to gain a knowledge of and adapt its behavior, activities and decisions to the aforesaid regulations, recognizing the fundamental importance thereof to Solventum, for the purposes of the arrangement, continuation and possible cancellation/termination of the contract.

¹ [Partners and suppliers information | Solventum](#)

² [Partners and suppliers information | Solventum](#) section La nostra Azienda

In executing this contract, the SUPPLIER shall observe all applicable legal rules and the rules of fairness established by practice and by Solventum's internal procedures.

With regard to the object of the Solventum General Conditions of Purchase, the SUPPLIER confirms that it is able to correctly and legitimately carry out the services requested, not operating in situations of conflict of interest or incompatibility with other tasks or activities carried out on behalf of third parties, whether private or public in nature.

ART. 3 EXCLUSIVE RIGHTS AND PURCHASE COMMITMENTS

There are no exclusive rights underlying or provided for in the purchasing relationship between Solventum and the SUPPLIER, save as otherwise agreed in writing.

Save as otherwise provided for or agreed, the relationship with the SUPPLIER shall not imply for Solventum any predetermined undertaking to purchase products, materials, goods or services offered by the SUPPLIER. Any purchasing forecasts or requirements notified by Solventum to the SUPPLIER during the course of the relationship may not be deemed to be binding on Solventum.

ART. 4 PURCHASE PRICES – TERMS OF PAYMENT

During the relationship, the SUPPLIER undertakes to apply to Solventum the prices agreed, as indicated in the Solventum orders. The SUPPLIER declares that it is prepared to identify and propose solutions, systems, methods, mechanisms and innovations aimed at constantly improving its commercial supply, without involving or having to involve any alteration or detriment to the standards of quality requested and agreed with Solventum.

The terms of payment stipulated in these Solventum General Conditions of Purchase have been agreed based on the provisions of the applicable legislation.

The fee paid by Solventum to the SUPPLIER shall be deemed to include any charge, allowance, cost or expense borne by the SUPPLIER for the activities requested by Solventum.

The SUPPLIER may not issue any invoices to Solventum in the absence of a formal order from Solventum, the details of which shall appear in the aforesaid accounting document.

Solventum undertakes to promptly observe the terms of payment agreed. The SUPPLIER's non-observance of any obligation assumed on that basis shall constitute a legitimate ground for suspension of payment by Solventum, until the actual production of the self-certification itself.

In the event of supplies involving a public entity as the final customer, the SUPPLIER undertakes to observe the obligations of cash flow traceability referred to in Law no. 136 of 13 August 2010 and subsequent amendments and additions, and to incorporate into the contracts with subcontractors howsoever involved herein the clauses provided for by Article 3 of Law 136/2010.

ART. 5 TRANSMISSION OF ORDERS

Solventum orders may be sent to the SUPPLIER in non-paper format or with any means or instrument (e.g. courier, post, telex, fax, etc.) able to unequivocally indicate Solventum's desire to purchase goods or services. With regard to the specific choice of means of transmission, the orders need not be signed by Solventum representatives (e.g. fax transmission) and may therefore be sent by the computer, telecommunications and electronic tools considered most suitable by the Parties in carrying out their purchasing relations. The SUPPLIER henceforth accepts the form and means identified by Solventum for the transmission of orders, confirming the full validity and efficacy thereof for the purposes of fulfilling such obligation. Solely for the purposes of certainty of the relations, Solventum may ask the SUPPLIER for confirmation of purchase orders received according to the particular means to be agreed between the Parties.

Any subsequent change in the issue of orders involving any type of changes to the order itself shall only be deemed to be valid and operational if notified and approved by Solventum in writing.

ART. 6 OBLIGATIONS TO PROVIDE INFORMATION, MATERIALS AND DOCUMENTS

In executing orders, the SUPPLIER shall make available and accessible to Solventum, without prejudice to the protection of industrial secrets, all information, documents, tests, trials, drawings, certifications, samples, prototypes, moulds, templates and anything else necessary for the correct and full execution of the service requested and the use of the goods and services ordered, with particular, but not sole, reference to the documents and information on quality and on aspects of health, safety and the environment. This also applies to packaging or packaging materials supplied.

All the products, including packaging and packaging components, where applicable, sold by the SUPPLIER to Solventum under these General Conditions shall comply, from all points of view, with the Specifications and with any legal or compulsory requirement, particularly with regard to health and safety, in force, even if not expressly mentioned in the Specifications.

Save as provided for in the previous paragraph, the products sold by the SUPPLIER or the Solventum products into which they are incorporated and/or packaging and packaging components may be required to comply with laws that limit the content of the product, such as, merely by way of example but not exhaustively, European Regulation 1907/2006 REACH; Directive 2002/95/EC, known as the RoHS Directive, and Directive 94/62/EC (Directive on packaging and packaging waste), and/or any local law in force in the individual Member States of the European Union transposing the RoHS Directive and the Directive on packaging and packaging waste into law (the "Laws on Substances"). The SUPPLIER represents and warrants that the products sold to Solventum shall not contain any of the substances prohibited by the aforesaid Laws on Substances and that any substance, including the substances referred to in the REACH Regulation, in the products sold to Solventum does not exceed the relevant values of concentration permitted by the Laws on Substances (the "Regulated Values") in force at the time of supply of the products by the SUPPLIER.

The SUPPLIER shall provide Solventum with the following: (i) satisfactory documentation to prove that the products supplied by the SUPPLIER do not exceed the Regulated Values; (ii) certification of the exact concentration of each substance subject to Regulated Values in all the products sold to Solventum so that Solventum can establish that the Solventum materials combined with the non-Solventum materials do not exceed the Regulated Values; and (iii) reports on the presence of other substances that may impose an obligation to provide information to government entities, customers and/or recycling workers.

The SUPPLIER undertakes to return to Solventum, on the latter's simple request, any material owned by Solventum (including any electronic files) received from Solventum or acquired and processed for it, within the context of the activities governed by these General Conditions.

ART. 7 EXECUTION OF ORDERS OR OF THE CONTRACT

The SUPPLIER shall execute orders or the contract specifically observing the terms agreed with Solventum (e.g. quantities, delivery periods, standards of quality, invoicing terms and procedures, documentation, additional obligations, etc.). In the event of non-observance of the conditions agreed, Solventum may, in accordance with the legal provisions, serve notice on the SUPPLIER to fulfil the conditions and, in the event of gross or repeated default, revoke and annul the order or request early termination of the contract.

In the event of established and unjustified default, Solventum reserves the right to be able to charge penalties, to be agreed separately between the Parties, with regard to the specific circumstances and content of the service.

Solventum shall, in any event, be entitled to request compensation for any further loss sustained on account of the SUPPLIER's conduct.

ART. 8 QUALITY AND GUARANTEES OF SUPPLY

The SUPPLIER has knowledge, technologies and know-how such as to fully satisfy Solventum's quality requirements. As an essential and necessary requirement of the purchasing relationship, the technical standards, specifications (including those relating to packaging) and procedures concerning quality agreed with regard to the service requested must be observed. The SUPPLIER declares that it is prepared, if useful or necessary, to undertake measures and initiatives aimed at obtaining certification of the business activities and processes of specific interest in the purchasing relationship with Solventum.

The SUPPLIER shall assume for its account any liability, negative consequence, cost or expense, even in respect of third parties, connected with or deriving from the supply of faulty products sold by the SUPPLIER (such concept also including non-observance of the specifications agreed) or lack of, incomplete, late or non-compliant execution of the services rendered.

The guarantee periods, with regard to the correct functioning of the products supplied, may be agreed separately between the Parties with regard to the particular nature and characteristics of the supply.

Any defects found in the products purchased may be reported by Solventum within 60 (sixty) days of discovery with any means able to inform the SUPPLIER of the existence and discovery of the defects.

Solventum's acceptance of the goods supplied by the SUPPLIER shall not constitute waiver, by Solventum itself, of asserting any defects in the goods found after acceptance itself.

ART. 9 INDUSTRIAL AND INTELLECTUAL PROPERTY

The SUPPLIER undertakes not to disclose to third parties, or to use for purposes other than execution of the orders and/or contract, without Solventum's prior, written consent, any technical or commercial information or documents that are the sole property of Solventum, including drawings, sketches, templates, samples, moulds, parts, prototypes and components supplied or made available by Solventum within the scope of the purchasing relationship. This prohibition must be deemed to be binding on the SUPPLIER, its representatives, agents, advisors and collaborators and any subcontractors, successors or assignees, even after termination of relations with Solventum for any reason, and even in the event of a change of name or corporate, control or shareholding structure of the SUPPLIER.

The SUPPLIER shall be required to promptly return to Solventum, on termination of the relationship or on conclusion of execution of the service, all information, documents and goods owned by Solventum.

Save as otherwise agreed, it remains agreed that Solventum shall remain the sole and exclusive holder and beneficiary of the rights connected with the benefit and use of the results (tangible or otherwise) of any works, inventions and innovations deriving from or associated with the execution of the specific service requested of the SUPPLIER, the fee agreed being deemed to include the transfer of such rights as well.

The SUPPLIER warrants to Solventum, within its competence and responsibility, that the use, benefit in any way and resale of the goods or services purchased within the scope of the purchasing relationship shall not involve breach of third party industrial or intellectual property rights; in the event of objections or disputes, the SUPPLIER shall indemnify and hold Solventum harmless from any liability or negative consequences in that respect.

No trade mark licence or other industrial or intellectual property rights are provided for or connected with the execution of the order or contract arranged with the SUPPLIER.

ART. 10 OBLIGATIONS OF CONFIDENTIALITY AND PERSONAL DATA PROTECTION

The SUPPLIER undertakes to maintain the confidentiality of any confidential information and documents acquired by Solventum within the scope of execution of the purchasing relationship. Such obligation shall be deemed to extend to the representatives, agents, assistants, advisors and third parties used by the SUPPLIER for the execution of the service. Separately Solventum may request the signature of confidentiality agreements relating to certain information or documents specifically identified and classified as confidential. The terms of the purchasing relationship with Solventum shall be deemed to be and treated as confidential by the SUPPLIER, in relations with third parties and customers as well.

With regard to the handling of personal data concerning the SUPPLIER, see the full information sheet on the handling of personal data, which can be found on the website [Partners and suppliers information | Solventum](#)- Data Protection Act.

ART. 11 INSURANCES

The SUPPLIER undertakes to arrange and maintain in force, with leading insurance companies or credit institutions, suitable insurance cover or guarantees to cover liability deriving from the activities carried out by it within the scope of the relations with Solventum governed by the Solventum General Conditions of Purchase.

On account of the type of service or product requested, Solventum reserves the right to ask the SUPPLIER to sign particular insurance policies to cover specific risks. The limits may also be established by Solventum as an essential condition for signature of the agreements and for the development or maintenance of the contractual relationship with the SUPPLIER.

A copy of the policy shall be supplied to Solventum and the limits shall be agreed between the Parties in advance.

ART. 12 SUBCONTRACTING OF THE SERVICE

The SUPPLIER shall provide the service agreed making use of its own equipment, organization and resources, fully assuming the business risk itself. If, owing to the particular requirements or characteristics of the purchasing relationship, it becomes necessary or advisable to subcontract even part of the service, such subcontracting must be expressly agreed between the Parties in writing and authorized by Solventum.

The SUPPLIER shall in any event remain directly liable vis-à-vis Solventum even if it makes use of third parties to fulfil its obligations, with regard to the provisions and requests referred to in Articles 1 and 2 above as well.

In relations with subcontractors, the SUPPLIER undertakes to:

- guarantee the correct fulfilment of the obligations referred to in Article 1, letters a) to j) above;
- assume any direct liability deriving from the relationship with the Subcontractors.

ART. 13 DEVELOPMENT OF THE RELATIONSHIP – CHANGE IN THE SUPPLIER'S PREREQUISITES AND REQUIREMENTS

Solventum reserves the right to withdraw from the relationship with the SUPPLIER immediately if any facts or circumstances arise such as to irrevocably jeopardize the relationship of trust with the SUPPLIER itself and, in particular, situations of non-compliance and established infringements of the aspects agreed based on these Solventum General Conditions of Purchase.

The occurrence of serious situations of financial difficulty, the commencement of insolvency proceedings, a change of representation and of shareholding structure and any other situation that may have a negative effect on the relationship in progress, even from an ethical point of view, or on the SUPPLIER's capacity to regularly fulfil its obligations may constitute a valid and justified reason for Solventum's withdrawal from the purchasing relationship.

Solventum may carry out checks and controls at any time aimed at assessing continued fulfilment of the prerequisites of the relationship and the SUPPLIER's requirements, requesting documents and information in this respect.

ART. 14 TECHNICAL AND LEGISLATIVE ADAPTATIONS

The SUPPLIER undertakes to carry out any measures and initiatives rendered necessary to adapt its offer of goods and services to the requirements imposed by technological progress, by the state of the art and by new technical knowledge or other situations which, if not taken into due consideration, may have a negative effect on the SUPPLIER's capacity to correctly and completely fulfil its obligations. The SUPPLIER further undertakes to ensure that its offer complies immediately with the standards and requirements imposed by new legislative provisions.

Non-adaptation by the SUPPLIER, specifically giving rise to negative consequences or losses for Solventum, may constitute a cause of immediate termination or annulment of the contract or order issued by Solventum.

ART. 15 TRANSFER OF AMOUNTS RECEIVABLE – TRANSFER OF THE RELATIONSHIP

Amounts receivable by the SUPPLIER from Solventum may not form the subject of transfer or payment authorization without Solventum's prior, written consent.

The relationship with Solventum is non-transferable by the SUPPLIER.

ART. 16 AMENDMENTS

Any amendment, departure or exception to the provisions of these Solventum General Conditions of Purchaser must be expressly agreed in writing between Solventum and the SUPPLIER.

ART. 17 APPLICABLE LAW AND JURISDICTION

The purchasing relationship between Solventum and the SUPPLIER shall be governed by Italian law.

Any dispute over the application or interpretation of this document or the conditions governing relations between Solventum and the SUPPLIER shall be referred to the jurisdiction and sole competence of the Court of Milan.

**Solventum GENERAL CONDITIONS OF
PURCHASE ANNEX A**

PROVISIONS ON COMPLIANCE IN RELATIONS WITH Solventum

For the purposes of this document:

(a) All Solventum's rights and all obligations (including all stipulations, warranties and representations) issued in favor of Solventum shall also be deemed to relate to Solventum's affiliates, including, purely by way of example, any parent, subsidiary or other associated company;

(b) "Counterparty" refers to the SUPPLIER.

SECTION 1. COMPLIANCE WITH THE LEGAL REQUIREMENTS AND WITH Solventum'S BUSINESS POLICIES.

1.1 Compliance. The Counterparty represents, warrants and confirms its commitment and, where existing, that of its affiliates, its owners, officers, directors, employees, agents, subcontractors, advisors and representatives (hereinafter simply referred to collectively as the "Representatives"), to fulfil all the obligations stipulated by the Solventum General Conditions of Purchase, observing any legal provision, decision, legislation, order and government directive, at national, local, state or international level, including, purely by way of example, those concerning the fight against corruption (e.g. the US legislation on combating corruption in international financial transactions known as the "Foreign Corrupt Practices Act", and the more recent "UK Bribery Act"), free competition, trade regulations, the environment, transportation, health and safety in the work place and labor law (collectively referred to as the "Laws") applicable to Solventum, to the Counterparty, to the activities of each party and to the products and/or services forming the subject of the Solventum General Conditions of Purchase.

The Counterparty represents and warrants that it and the Representatives (as defined above) shall not undertake any action that may constitute an infringement of the Laws (also as defined above). The Counterparty further undertakes to inform Solventum immediately if it hears of or is already aware of the following, for any reason: (i) any infringements of Laws committed by it or by the Representatives that have occurred or that may occur on fulfilment of the obligations forming the subject of the Solventum General Conditions of Purchase or any other matter; (ii) any default on this Annex committed by the Counterparty or by the Representatives.

1.2 Due Diligence. The Counterparty represents and warrants that all the information supplied within the scope of the *due diligence* process to Solventum or to any other person appointed by Solventum for that purpose, concerning the history, characteristics and internal procedures of the Counterparty itself, is accurate at the date of entry into force of the Solventum General Conditions of Purchase.

1.3 Raising awareness and training in compliance. The Counterparty warrants that it has understood and is fully aware of the prohibitions and rights described in this Annex. The Counterparty further undertakes to ensure that the Representatives howsoever involved in the fulfilment of the Solventum General Conditions of Purchase are also properly trained and informed of the object of this Annex and the prohibitions contained herein.

1.4 Investigations into compliance. Throughout the period of the Solventum General Conditions of Purchase and for any subsequent period of time in which Solventum is subject to contractual or extracontractual liability and up to expiry of the time limits provided for by the applicable laws, Solventum shall be authorized to carry out investigations concerning the Counterparty aimed at establishing whether the latter has promptly fulfilled all the objects of this Annex. The Counterparty henceforth undertakes to guarantee its collaboration, besides that of its Representatives, in carrying out the investigations conducted directly or indirectly by Solventum, making any accounting books, documents and records ("Records") available to the latter or to its officers, if so requested, and in organizing talks with employees without delay.

Moreover, throughout the period of the Solventum General Conditions of Purchase and in addition to all other remedies available, including the right to cancel the Solventum General Conditions of

Purchase, if Solventum has reason to doubt the prompt fulfilment by the Counterparty or the Representatives of the obligations referred to in this Annex, Solventum shall be fully entitled to suspend execution of the Solventum General Conditions of Purchase until the absence of any breach of contract is established. It is understood between the Parties that Solventum shall not be liable vis-à-vis the Counterparty and/or the Representatives for any claims, loss or damage deriving from such suspension.

1.5 Compliance Audit. Within the scope of the *compliance* activities carried out by Solventum to guarantee that the commercial activities are carried out observing the Laws, throughout the period of the Solventum General Conditions of Purchase and for three years thereafter, Solventum shall be entitled to conduct one [or] more audits ("Audit") on the Counterparty, at its expense, in order to establish the latter's compliance with the obligations stipulated in this Annex. The Counterparty henceforth undertakes to collaborate with Solventum or with the persons appointed by the latter, making available the Records (as defined above) and those of the Representatives collaborating, in any way, in the fulfilment of the obligations stipulated by the Solventum General Conditions of Purchase, as well as organizing talks with its personnel. Solventum shall establish, in its own unquestionable opinion, the scope, method, nature and duration of each audit.

SECTION 2. ANTI-CORRUPTION RULES.

2.1 Unlawful payment.

a. The Parties agree that no unlawful Payment (as defined below) shall be made that aims at or results in the performance of or acquiescence to corruption within the public or private field, extortion, bribery, money laundering or other unlawful or inappropriate methods of obtaining, conducting or maintaining business activities. Consequently, the Counterparty represents, warrants and confirms that, irrespective of the provisions of the local laws, it and its Representatives have not granted and shall not in the future grant, offer to grant or authorize any loan, hospitality, gift, payment or transfer of any other value (collectively referred to as "Unlawful Payment") to any natural or legal person, in relation to the Solventum General Conditions of Purchase or any other commercial relationship of direct or indirect interest to Solventum, in order to obtain, maintain or influence business activities and in order to obtain an unfair advantage in relation to the Solventum General Conditions of Purchase or in any other commercial relationship concerning Solventum. Merely by way of example, they shall not carry out any of the activities listed above in respect of: (a) a "Government Official" (as defined below); (b) relatives of a Government Official; (c) any officer, director, employee or representative of Solventum, potential or actual customer of Solventum or any affiliate thereof, for the personal benefit of such person.

b. This Section 2.1 shall not prohibit the organization, within the scope of the business activities, of simple entertainment and hospitality initiatives, provided that they are:

- (a) lawful;
- (b) consistent with the applicable sector, appropriate to the occasion and directly related to Solventum's business; and
- (c) described accurately and in full in the Counterparty's Records.

2.2 Government Official. The term "Government Official" designates: (a) any employee or official of a government, including, purely by way of example, any federal, regional or local offshoot thereof, and any government agency or entity or business owned or controlled, even only partially, by a government; (b) any political party, and any officer or employee of a political party; (c) any officer or employee of an international public entity (such as the World Bank or the United Nations); (d) any Candidate for a political office; and (e) any person operating in an official capacity for or on behalf of an entity identified in points (a), (b), (c) and (d).

The Counterparty represents, warrants and confirms that, throughout the period of the Solventum General Conditions of Purchase, no holder, partner, officer, director, Key Employee (as defined below), agent, subcontractor, advisor or representative of the Counterparty, or a relative thereof:

- (i) is a Government Official;

- (ii) maintains a direct commercial relationship with a Government Official;
- (iii) becomes a Government Official; or
- (iv) establishes a direct commercial relationship with a Government Official able to influence a decision or action relating to the purchase, regulation or use of a Solventum product or a Solventum service or any other public action taken for the benefit of Solventum's business.

"Key Employee" shall be deemed to mean any employee of the Counterparty holding any decision-making authority over the relationship between the Counterparty and Solventum pursuant to the Solventum General Conditions of Purchase, or over the Solventum products and/or services referred to in the Solventum General Conditions of Purchase.

2.3 Counterparty's Agents. The Counterparty may only make use of business agents (hereinafter the "Agent" or collectively the "Agents") on Solventum's prior, written authorization, which shall only be issued provided that:

a) the Counterparty assists Solventum in carrying out the due *diligence/integrity assessment* procedure on the Agent in order to establish the identity, qualifications, moral integrity and remuneration thereof, the services to be carried out and other significant information concerning the proposed Agent (hereinafter "Due Diligence");

b) the Counterparty has independently carried out Due Diligence on the potential Agents by means of an Agent assessment process similar to Solventum's, and the results of such process are made available to Solventum if so requested and, based on the results, the latter is satisfied with the Due Diligence carried out.

If Solventum authorizes the use of an Agent, the Counterparty must obtain from the Agent his written undertaking (a) to fulfil the same obligations provided for in this Annex, including, merely by way of example, prompt observance of the rights of investigation into compliance and audit attributed to Solventum in Sections 1.4 and 1.5.

2.4 Counterparty's Records. The Counterparty undertakes to keep the Records (as defined above) in such a way as to reflect, accurately, correctly and in reasonable detail, all transactions and disposals of funds referred to in the Solventum General Conditions of Purchase for the entire period of time indicated in Section 1.4 above. The Counterparty shall have an internal control system and suitable accounting and financial procedures to provide reasonable guarantees of the correct registration and authorization of all the transactions and uses of funds.

2.5 Certificate of compliance. Whenever Solventum so requests, the Counterparty shall sign and deliver to Solventum the certificate of compliance attached to the Solventum General Conditions of Purchase (the "Certificate of Compliance") able to confirm the Counterparty's compliance with this Annex.

SECTION 3. GENERAL OBLIGATIONS.

3.1 Ongoing obligations. The Counterparty agrees that: (a) all representations and warranties expressed in this Annex are and shall remain true and accurate for the duration of the Solventum General Conditions of Purchase; and (b) the Counterparty undertakes to inform Solventum immediately of any change in its control or ownership structure.

3.2 Confidentiality. Solventum may divulge information at any time on the existence and terms of the Solventum General Conditions of Purchase to third parties who, in Solventum's opinion, legitimately need to be provided with such information.

3.3 Early cancellation of the Solventum General Conditions of Purchase. Solventum shall be entitled to cancel the Solventum General Conditions of Purchase early: (a) immediately and simultaneously with written notification of infringement, by the Counterparty or the latter's Representative, of any one of the obligations provided for in this Annex; or (b) instantaneously, provided that notice of early cancellation of the Solventum General Conditions of Purchase is notified to the Counterparty at least thirty (30) days in advance.

**Solventum GENERAL CONDITIONS OF
PURCHASE ANNEX B
CERTIFICATE OF COMPLIANCE**

The SUPPLIER certifies that it has not granted or offered to grant in the past, and undertakes not to grant in the future, any loan, hospitality, gift or payment or transfer of any other object of value (collectively referred to as "Unlawful Payment") with regard to commercial transactions concerning Solventum, either directly or indirectly:

- (a)** for the benefit of or in favor of a "Government Official" (as defined below);
- (b)** to relatives of a Government Official;
- (c)** to any officer, director, employee or representative of Solventum, potential or actual customer of Solventum or any affiliate thereof, for the personal benefit of such person; or
- (d)** to any other person or entity in which the aim of the Unlawful Payment is to influence a decision or action concerning the purchase, regulation or use of a Solventum product or service.

The term "Government Official" designates:

- (i)** any employee or official of a government, including, purely by way of example, any federal, regional or local offshoot thereof, any government agency or entity or business owned or controlled, even only partially by a government;
- (ii)** any officer or employee of a political party;
- (iii)** any officer or employee of an international public entity (such as the World Bank or the United Nations);
- (iv)** any person operating in an official capacity or for or on behalf one of the entities or persons identified in points (a), (b) and (c); and
- (v)** any candidate for political offices.

The SUPPLIER further confirms:

- (1) its undertaking to inform Solventum immediately if it has made or heard of any Unlawful Payment being made;
- (2) that all the representations and other information supplied within the scope of Solventum's *due diligence* procedure are accurate;
- (3) that it is not a Government Official and that none of its relatives is a Government Official.

Solventum GENERAL CONDITIONS OF

ANNEX C**Solventum PARTNERS AND BUSINESS
ETHICS**

Solventum ensures that its decisions and activities are inspired by the strictest observance of the legislation in force and the current ethical and behavioral principles. The partners used by Solventum, aware of that choice, may not therefore carry out any actions, initiatives or behavior contrary to the legislative and regulatory provisions and Solventum policies on business ethics.

Solventum has also built and consolidated its image and reputation both nationally and internationally over time, persevering in choices and behavior fully observing the legislative and social context. Relations between Solventum and its partners are therefore based on requirements of particular trust; the partners themselves must first be able to demonstrate and maintain over time suitable requirements of reliability, fairness, integrity, competence and professionalism such as to satisfy Solventum's standards and requirements.

In this connection, Solventum partners, with regard to the persons belonging to their organizations or third parties in their trust whom they may use as well, expressly represent and warrant:

- a)** that they shall not work in situations of conflict of interest or making use of interpersonal or contractual relations that may place them or third parties in situations of conflict of interest;
- b)** that they have not assumed offices or carried out activities that are incompatible, even on a formal, contractual or legal level, with the relationship with Solventum, even with regard to current or previous activities or offices within the scope of the Public Administration, public or private entities or businesses competing with Solventum;
- c)** that they have not incurred any type of conviction and there are no legal proceedings in progress for actions or behavior contrary to ethics and professional morality;
- d)** that they expressly wish to comply with the principles of fairness and ethics in business promoted and agreed by Solventum, particularly with regard to the prohibition from promising, offering or paying (directly or through intermediaries) sums of money or other profits to public officials in order to influence, or try to influence, their activities in carrying out their duties as public officials;
- e)** that they will not use, for the development of the relationship with Solventum, any confidential information unlawfully acquired in relation to previous activities or offices.

Solventum partners undertake to contact the reference Solventum representative in order to agree in advance and obtain the necessary authorization in the event of any hospitality, contributions, sponsorship, business lunches, invitations to "Corporate" events, trips, stays and participation in meetings of any kind intended for public officials or providing for the direct or indirect involvement thereof.

Finally, Solventum partners undertake to collaborate actively with Solventum in the event of investigations made by public authorities with regard to the activities related to the contractual relationship.

Solventum GENERAL CONDITIONS OF

ANNEX D**Solventum PARTNERS – DECLARATION OF ABSENCE OF CRIMES/CRIMINAL OFFENCES**

As requested, we confirm that the SUPPLIER's shareholders and legal representatives have not incurred any criminal convictions in the past for behavior contrary to the principles of reliability, fairness, honor or moral or professional integrity, nor are they aware of any investigations or proceedings in progress against them for such behavior.

The foregoing reassurance shall also be deemed to refer to the absence and non-existence of convictions and/or proceedings relating to the establishment of offences against the Public Administration.

In this respect, we further confirm that the SUPPLIER's shareholders and legal representatives may legitimately operate in respect of the Public Administration, no injunction, prohibition, limitation or any impediment connected with or resulting from previous criminal, civil or administrative measures being applied against it.