

NARCAN® (Naloxone HCl) Nasal Spray
Canada Commercial Purchase Terms and Conditions (the “Agreement”)

The following provisions are the standard terms and conditions of purchase of the legal entity listed as the buyer on the applicable purchase order (“**Customer**”), and Customer acknowledges and agrees that NARCAN® (Naloxone HCl) Nasal Spray 4mg (the “**Product**”) is made available to Customer by Emergent BioSolutions Canada Inc. (“**Emergent**”) at Customer’s option, either as the Product in a carton containing two (2) units of Product or in a Kit. “**Kit**” shall mean a hard case containing two (2) units of Product, the Devices, training card certificate, instructions for use card. “**Devices**” shall mean one (1) pair of disposable medical examination gloves and one (1) rescue breathing barrier. “**Goods**” shall mean either the Product in a carton containing two (2) units of Product or the Kit, in accordance with the Purchase Order, whichever is purchased by the Customer. Customer expressly consents that its purchase of the Goods shall constitute acceptance of the terms outlined in this Agreement as follows:

1. **Compliance.** The Customer shall only purchase, receive and use the Goods in accordance with all applicable laws, rules and regulations.
2. **Sales and Use.** Unless otherwise agreed to in writing by the parties, Customer shall not distribute, sell or otherwise transfer the Goods to any party other than an end user. In such event, Emergent, among its other rights and remedies, may immediately disqualify the entity in breach from purchasing the Goods. Customer shall not distribute Goods across provincial borders prior to being sold to patients, without prior written approval of Emergent. Customer shall not act as a Health Canada recognized wholesaler or distributor without entering into a separate agreement with Emergent. The transfer or sale of the Goods purchased to any party other than patients constitutes a material breach of these terms. Minimum order quantity is 12 units (1 case), unless otherwise agreed upon between the parties.
3. **Returns.** Except as provided in Emergent’s returns policy or in paragraphs 14 and 15 below, the Goods are not returnable or refundable.
4. **Pricing.** The pricing for the Goods is in effect for the Term (as defined below). Customer shall purchase the Goods at prices prevailing in the province where Customer is located at the time of receipt of order from Customer, unless otherwise agreed upon between the parties in writing. Such pricing may be adjusted by Emergent without notice to Customer.
5. **Payment Terms.** Emergent’s invoice will be sent to Customer at Customer’s billing address or designated email address. Unless otherwise specified on the invoice, all invoices for Goods supplied are due and payable in full within thirty (30) days from the date of invoice. Customer agrees to review invoices upon receipt and to notify Emergent in writing of any disputes within twenty (20) days of receipt of invoice. If such written notice is not received by Emergent, the invoice is deemed to be final and payable in full.
6. **Taxes.** Customer shall pay all applicable sales, excise, goods and services taxes, including without limitation all GST, HST, PST and QST, applicable on its purchase of the Goods from Emergent. The pricing for the Goods does not include applicable state or federal sales or use taxes. Applicable taxes are included on each invoice as separate line items.
7. **Information Requests and Audits.** Emergent shall have the right and is authorized to request information from the Customer and third parties to confirm Customer status and/or credit status prior to accepting an order, and the Customer shall fully cooperate. Emergent reserves the right to audit the Customer to ensure the Goods are used as outlined in these terms and as otherwise required by Emergent. Customer shall not withhold the right of Emergent to audit under this Agreement.
8. **Acceptance.** All orders are subject to acceptance by Emergent. Emergent may fulfill, refuse or otherwise limit orders at its sole discretion. Emergent shall use reasonable efforts to supply Customer with Product; provided, however, Emergent shall have no liability for any failure to supply.
9. **Delivery.** Delivery of ordered Goods hereunder shall be Incoterms 2020 DAP Customer’s designated facility. All title and risk of the Goods shall transfer to Customer upon delivery of the Goods to Customer’s designated facility.
10. **Packaging.** Emergent reserves the right to change or update the carton packaging of Goods in Emergent’s sole discretion. Emergent represents the contents within the packaging remains unchanged and Customer agrees to accept delivery of the Product (DIN: 02458187). Emergent will make reasonable efforts to notify the Customer when an alternate carton packaging may be shipped to fulfill Customer’s order.
11. **Export.** Customer shall not export the Goods. Without limiting the generality of the foregoing, Customer shall not directly or indirectly by any means or arrangement (i) export, offer for resale, resell or consign or otherwise distribute any Goods from Canada to any other jurisdiction; or (ii) offer for resale, resell or consign or otherwise distribute the Goods to any other person or entity who Customer knows or suspects or reasonably ought to know or suspect will export, offer for resale, resell or consign or otherwise distribute from Canada to any other jurisdiction.
12. **Publicity.** Except for any announcement intended solely for internal distribution or any disclosure required by legal, accounting, or regulatory requirements beyond either party’s reasonable control, all media releases, public announcements, or public disclosures (including promotional or marketing material) by a party or a party’s employees or agents concerning the Agreement or its subject matter, or including the name, trade name, trademark, or symbol of the other party, are prohibited without the other party’s prior written consent.
13. **Customer Warranties.** Customer warrants that: (a) it has all federal, provincial and local licenses and registrations necessary for the lawful receipt, storage, handling, sale or other treatment of Goods; and (b) Customer shall purchase, transport, store, handle, market, advertise, offer for sale, and re-sell the Goods in accordance with all applicable laws, rules and regulations. Customer further represents it has reviewed the instructions for use, storage, handling, and other information with respect to the Goods in accordance with the Health Canada approved Drug Facts Label and Customer will comply with such instructions and information. In addition, Customer shall review and make available to any party to whom the Customer distributes or sells the Goods, the instructions for use, storage and handling instructions, Product warnings and all other information designated by Emergent to be provided with the Product, and any other information required to be provided with the Goods under applicable law, including without limitation any information or materials required to accompany the Product by Health Canada. Customer and its agents will comply with such instructions and information. Customer shall be responsible for the negligent acts and omissions of its affiliates, and its and their employees, agents, and representatives.
14. **Emergent Warranties.** Emergent warrants that as at the time Goods are delivered to Customer all such Goods shall conform to the specifications of the applicable Goods. Customer acknowledges that Emergent engages a third-party contractor for kitting services, including without limitation assembling Product within Kits. Customer acknowledges that Emergent shall not be liable, under any provision of this Agreement or otherwise, for any action or inaction taken by such third party with respect to the Kits or the Product therein. Notwithstanding the foregoing, Emergent represents

and warrants that Emergent maintains an agreement with such third party for the performance of the kitting services, requiring such third party to comply with all applicable laws, including maintaining all necessary licenses and registrations, in the performance of its kitting services. Emergent represents and warrants that the Products materially comply with applicable laws at the time Products are delivered to the third-party contractor facility. In the event the Product delivered to Customer fails to conform to the warranties in this paragraph, Customer may reject such Product by giving written notice to Emergent within seventy-two (72) hours after delivery. If Customer fails to reject the Product in accordance with this paragraph within the seventy-two (72) hour period, Customer is deemed to have accepted the Product. EMERGENT MAKES NO OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

15. Limitation of Liability. Emergent's sole obligation under any warranty shall be to replace or refund Products not conforming to the above warranty. NEITHER CUSTOMER NOR EMERGENT SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OR LOSSES, INCLUDING LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. IN NO EVENT SHALL EMERGENT'S LIABILITY EXCEED THE AMOUNT ACTUALLY PAID BY THE CUSTOMER FOR THE ORDER GIVING RISE TO THE CLAIM.
16. Indemnification. Customer shall indemnify and hold harmless Emergent from and against any claims, actions, damages, liabilities and losses, including reasonable attorneys' fees, which may directly or indirectly result from or relate to (i) death, bodily injury or property damage from the use of the Goods, (ii) any negligent act or omission of Customer, or (iii) a breach of any representation, warranty, covenant, or obligation of Customer.
17. Adverse Events. Customer shall notify Emergent of any adverse event(s) and/or complaint(s) associated with the Product, or any Product related inquiries as soon as possible, and within twenty-four (24) hours, of Customer's receipt of such reports or inquiries to (e-mail: Medicalinformation@ebsi.com). Customer shall provide all reasonable assistance to Emergent in the event of any adverse event, complaint, recall or claim.
18. Medical Drug Information/Quality Inquiries. Calls can be directed to Emergent BioSolutions Canada Inc. Medical Information at **1-844-898- 0657** (e-mail: Medicalinformation@ebsi.com).
19. Term. The term of this Agreement commences on the date this Agreement is executed by Customer and continues until terminated by either party upon thirty (30) days prior written notice to the other party ("**Term**"). The expiration or termination of this Agreement shall not release Customer from fulfilling any obligations it may incur prior to any such termination, nor prejudice any rights or remedies Emergent may have at law or in equity.
20. Confidentiality. During the Term and for a period of one (1) year thereafter, Customer shall hold the terms of this Agreement (including its purchase terms and the purchase price) and all non-public information Emergent discloses to Customer in confidence and shall not use such information or disclose it to any third party without the written consent of Emergent.
21. Governing Law. This Agreement and all communications, disputes and performance hereunder shall be governed by the laws of the Province of Ontario, without reference to its choice of law provisions. Prior to initiating any arbitration with respect to any dispute arising hereunder, the parties will endeavor to amicably resolve such dispute. Any dispute arising hereunder which the parties are not able to so resolve is subject to final and binding arbitration in Toronto, Ontario before the International Centre for Dispute Resolution under its then applicable rules for commercial disputes. THE PARTIES WAIVE THEIR RIGHT TO HAVE ANY DISPUTE RESOLVED IN A COURT OF LAW BY A JUDGE OR JURY.
22. Language. If the Customer is based in the Province of Quebec, it has requested that these terms be drafted in the English language. All reports, statements of account and like between the parties shall be rendered in the English language. Les parties déclarent avoir demandé que le présent contrat soit rédigé dans la langue anglaise.
23. Assignment and Independent Contractors. Customer may not assign any rights, interests or obligation hereunder without the prior written consent of Emergent. Emergent and Customer are at all times independent contractors and nothing in this Agreement shall be interpreted or construed to create an association, joint venture or partnership between the parties or to impose any partnership obligation or liability upon either party.
24. Waiver. Failure of Emergent to enforce any right without an express written waiver of such right does not waive such right. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, the other provisions of this Agreement will remain in full force and effect.
25. Force Majeure. Emergent shall not be liable for delay or failure of performance occasioned by causes beyond its control, including, but not limited to, acts of God, civil unrest, acts of terrorism, declared or undeclared wars, fires, floods, unusually severe weather, earthquakes, strike, lock-out, or other industrial or transportation disturbance, governmental law, regulation or ordinance, failure of public utilities, or unavailability, shortage or interruption of ingredients, raw materials, packaging and/or other materials.
26. Entire Agreement and Amendments. This Agreement and any documentation provided by Customer or requested by Emergent (including but not limited to a valid sales tax exemption certificate), constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. No changes to this Agreement will be binding upon Emergent unless made in writing and signed by Emergent. In the event of any conflict between this Agreement and any other agreement or purchase order of Customer, this Agreement shall govern.