

## Publication on regulated agreements

pursuant to Article L.22-10-13 of the French Commercial Code

### Agreements authorized and entered into during the 2023 fiscal year and since the last fiscal year end

#### RELATED-PARTY AGREEMENTS WITH SANOFI

(approved by the Board of Directors at its meeting of February 28, 2024)

- **Memorandum of Understanding ("MOU") relating to the Global Manufacturing and Supply Agreement ("GMSA"), Reverse Manufacturing and Supply Agreement B12 ("RMSA B12") and Reverse Manufacturing and Supply Agreement A ("RMSA A") - 28/02/2024**
  - Parties: Euroapi France (100% subsidiary of Euroapi) and Sanofi Winthrop Industrie, formerly Sanofi Chimie until 31/12/2023 (subsidiary of Sanofi) (hereinafter "Sanofi")
  - Purpose of the Agreement:
    - With respect to the GMSA: compensation mechanism for substantial market demand decrease of volumes of one API, purchase by Sanofi of the remaining active ingredients and stock of intermediates of a specific active ingredient, payment by Sanofi of a lump sum during the term of the GMSA for a capacity extension project and payment by Sanofi of incentive amounts for the qualification of investments dedicated to the manufacture of an active pharmaceutical ingredient ("API") for Sanofi and for the manufacturing and technology transfer of certain active ingredients manufactured by Sanofi to Euroapi sites.
    - With respect to RMSA B12: Payment by Sanofi of an incentive amount for a transfer of production of vitamin B12 derivative salts from a Sanofi site to a Euroapi site
    - With respect to RMSA A: payment by Sanofi of an incentive amount for the completion before the end of 2024 of a dismantling phase of Euroapi's workshop to receive the intermediate of the API of a commercial partner, in preparation for the shutdown of Sanofi's production workshop in 2025
  - Duration: effective from 28/02/2024 to 31/12/2025
  - Interested parties:
    - Sanofi Aventis Participations, shareholder of the Company holding more than 10% of Euroapi's voting rights, and
    - Adeline Le Franc until March 18, 2024 and Olivier Klaric as from March 18, 2024, Sanofi's permanent representative on Euroapi's Board of Directors
  - Financial impact: €41 million (€38 million in 2024 and €3 million in 2025)
  - Benefit of the regulated agreement for Euroapi: avoidance of additional costs during the transfer of active ingredients, compensation for lower volumes

#### RELATED-PARTY AGREEMENTS WITH SANOFI

(approved by the Board of Directors at its meeting of March 21, 2024)

- **Letter agreement no. 1 relating to the Global Manufacturing & Supply Agreement ("GMSA") and the Reverse Manufacturing and Supply Agreement A ("RMSA A") – 21/04/2023**
  - Parties: Euroapi France (100% subsidiary of Euroapi) and Sanofi Chimie, which became Sanofi Winthrop Industrie on January 1, 2024 (subsidiary of Sanofi) (hereinafter "Sanofi")
  - Purpose of the Agreement:
    - With respect to GMSA: definition of customer service levels to be achieved on two APIs with minimum volumes and incentive amounts to be paid by Sanofi in the event of achievement of these targets, for the 2023 financial year

- With respect to RMSA A: Payment by Sanofi of an incentive amount for the transfer of production of an API supplied to a commercial partner, from a Sanofi site to a Euroapi site, and the extension of the supply contract between Euroapi France and the commercial partner until 2029. Commitment included in the letter agreement to the GMSA and RMSA A dated 13/12/2023.
  - Term: Effective from 21/04/2023 to 31/12/2023
  - Interested parties:
    - Sanofi Aventis Participations, shareholder of the Company holding more than 10% of Euroapi's voting rights, and
    - Adeline Le Franc until March 18, 2024 and Olivier Klaric as from March 18, 2024, Sanofi's permanent representative on Euroapi's Board of Directors.
  - Financial impact:
    - €12 million paid in December 2023 under the GMSA
    - €2 million paid in December 2023 in respect of the commitment taken over in the letter agreement to the GMSA and RMSA A dated 13/12/2023.
  - Interest of the regulated agreement for Euroapi: increase in revenues linked to the improvement of the execution performance and to the improvement of the securisation of the API production.
- **Amendment no. 2 to the Global Manufacturing & Supply Agreement ("GMSA") signed on 28/02/2024, incorporating and supplementing the letter agreement to the GMSA signed on 13/12/2023**
  - Parties: Euroapi France (100% subsidiary of Euroapi) and Sanofi Chimie, which became Sanofi Winthrop Industrie on January 1, 2024 (subsidiary of Sanofi) (hereinafter "Sanofi")
  - Purpose of the Agreement: shortened payment terms, cancellation of the performance clause for the period from 2023 to the end of 2026 (cancellation of retrocessions of part of the manufacturing cost savings on APIs manufactured and sold by Euroapi to Sanofi), price increase for 6 APIs, positive adjustments to prices and minimum guaranteed volumes for one active ingredient, modification of the raw material pass-through mechanism, the narrowing of the price-volume corridor, revision of the customer service level and update of the list of products with exclusive supply by territories.
  - Term: from January 1, 2024 until the GMSA expires in 2027, with the exception of the cancellation of the performance clause, which applies as of the financial year 2023
  - Interested parties:
    - Sanofi Aventis Participations, shareholder of the Company holding more than 10% of Euroapi's voting rights, and
    - Adeline Le Franc until March 18, 2024 and Olivier Klaric as from March 18, 2024, Sanofi's permanent representative on Euroapi's Board of Directors
  - Financial impact: savings of €4 million in the 2023 consolidated financial statements
  - Interest of the regulated agreement for Euroapi: improved cash flow, avoidance of unforeseen costs and positive impact on revenues.

#### RELATED-PARTY AGREEMENTS WITH SANOFI

(approved by the Board of Directors at its meeting of February 28, 2024)

- **Letter agreement no. 1 to the Francopia Reverse Manufacturing and Supply Agreement ("RMSA Francopia") – 13/12/2023**
  - Parties: Francopia (100% subsidiary of Euroapi) and Sanofi Chimie, which became Sanofi Winthrop Industrie on January 1, 2024 (subsidiary of Sanofi) (hereinafter "Sanofi")
  - Purpose of the Agreement: Cancellation of the performance clause, cancellation of the target for the pellet titration, cancellation of the minimum annual quantity of active ingredients.
  - Term: effective from the date of signature, 13/12/2023

- Purpose of the Agreement: Cancellation of the performance clause, cancellation of the target for the titration of active ingredients, cancellation of the minimum annual quantity of active ingredients.
  - Interested persons:
    - Sanofi Aventis Participations, shareholder of the Company holding more than 10% of Euroapi's voting rights, and
    - Adeline Le Franc until March 18, 2024 and Olivier Klaric as from March 18, 2024, Sanofi's permanent representative on Euroapi's Board of Directors
  - Interest of the regulated convention for Euroapi: less pressure in terms of deadlines for improving pellet quality and avoidance of penalties linked to a small increase in volume not aligned with the previous objective. The cancellation of the performance clause under this agreement is consistent with the cancellation of the performance clause in the above-mentioned Amendment No. 2, with the overall balance being financially positive.
- **Letter agreement no. 2 to the Francopia Reverse Manufacturing and Supply Agreement ("RMSA Francopia") - 13/12/2023**
    - Parties: Francopia (100% subsidiary of Euroapi) and Sanofi Chimie, which became Sanofi Winthrop Industrie on January 1, 2024 (subsidiary of Sanofi) (hereinafter "Sanofi")
    - Purpose of the Agreement: Waiver by Sanofi of a specific claim relating to raw materials supplied by Francopia which would have resulted in additional manufacturing costs.
    - Term: effective from the date of signature, 13/12/2023
    - Interested parties:
      - Sanofi Aventis Participations, shareholder of the Company holding more than 10% of Euroapi's voting rights, and
      - Adeline Le Franc until March 18, 2024 and Olivier Klaric as from March 18, 2024, Sanofi's permanent representative on Euroapi's Board of Directors
    - Financial impact: €1.4 million in 2023
    - Interest of the regulated agreement for Euroapi: avoidance of additional costs and penalties
  - **Letter agreement no. 2 relating to GMSA and Reverse Manufacturing and Supply Agreement A ("RMSA A") - 13/12/2023**
    - Parties: Euroapi France (100% subsidiary of Euroapi) and Sanofi Chimie, which became Sanofi Winthrop Industrie on January 1, 2024 (subsidiary of Sanofi) (hereinafter "Sanofi").
    - Purpose of the Agreement: Payment by Sanofi of an incentive amount for the transfer to a Euroapi site of a specific active ingredient initially manufactured by Sanofi, and reimbursement of an investment to secure this transferred production. Modification of the conditions for obtaining the grant compared with the letter of amendment dated 21/04/2023
    - Duration: effective from date of signature, 12/13/2023
    - Interested parties:
      - Sanofi Aventis Participations, shareholder of the Company holding more than 10% of Euroapi's voting rights, and
      - Adeline Le Franc until March 18, 2024 and Olivier Klaric as from March 18, 2024, Sanofi's permanent representative on Euroapi's Board of Directors
    - Financial impact: payment of €2 million on December 31, 2023 for the transfer, and €2.5 million in 2024 for repayment of the investment.
    - Interest of the regulated agreement for Euroapi: avoidance of additional costs, additional revenue for services rendered, and improvement of the securisation of the API production.

RELATED-PARTY AGREEMENTS WITH CECILE DUSSART  
(approved by the Board of Directors at its meeting of October 25, 2023)

- Parties: Euroapi and Cécile Dussart (independent director)

- Purpose of the Agreement: Mrs. Cécile Dussart assists the new Chief Operating Officer in its training on the Company's operations, procedures and corporate culture. In this role, Mrs. Cécile Dussart will not participate or be involved in any decision relating to the proper running of the Company
- Duration: 6 months
- Financial conditions: Mrs. Cécile Dussart to (i) be compensated at the rate of €5,000 (exclusive of VAT) per month in consideration of the services rendered pursuant to the Assignment, and (ii) be reimbursed of all reasonable and necessary travel expenses in connection with the mission, in accordance with the Company's expense and travel reimbursement policy
- Interest of the regulated agreement for Euroapi: facilitate the induction and integration process for the Company's new Chief Operation Officer

### **Agreements entered into during previous fiscal years and into effect during the last fiscal year end**

#### RELATED-PARTY AGREEMENTS WITH KARL ROTTHIER (approved by the Board of Directors at its meeting of May 4, 2022)

- Non-compete indemnities

Upon recommendation of the Nominations and Compensation Committee, and in view of the utmost sensitivity of the financial, technical and commercial knowledge and information to which the Chief Executive Officer has access, acknowledged the benefits of applying the non-compete provision approved as a related-party agreement by the Board of Directors on May 4, 2022, for a 6-month period.

In return for this non-compete obligation, a lump-sum gross monthly compensation equal to 75% of his average fixed and variable monthly remuneration received over the last 12 months prior to the end of his term of office, i.e. €257,729.44, will be paid as soon as he steps down, which reflects the importance for the Company of immediately enforcing this non-compete clause.

- Severance Pay

Upon recommendation of the Nominations and Compensation Committee, the Board of Directors decided that, in the absence of misconduct or serious negligence, the compensation payable to the Chief Executive Officer in the event of removal from office is equivalent to 12 months' gross remuneration, calculated on the basis of the average of the last 12 months' remuneration, representing a total of 687,278.49 euros. The Board noted that this termination does not constitute a forced departure of the Chief Executive Officer following the merger or demerger of the company, a change of control, a significant change in the company's strategy, or a profound disagreement with the Board of Directors. Therefore, the severance payment is not subject to performance conditions. The payment of his compensation is subject to approval by the 22 May 2024 Annual General Meeting in a specific resolution.