

Confidentiality Agreement

This Confidentiality Agreement (the “**Agreement**”), effective as of **15 October, 2020** (the “**Effective Date**”), is by and between ADVANZ Pharma Corp. Limited (the “**Disclosing Party**”) and Nordic Capital Epsilon SCA, SICAV-RAIF (acting through its general partner Nordic Capital Epsilon GP SARL) for and on behalf of its compartment Nordic Capital Epsilon SCA, SICAV RAIF - Compartment 1 (the “**Recipient**”).

WHEREAS, in connection with the Recipient’s consideration of a possible negotiated transaction with and involving the Recipient, on the one hand, and the Disclosing Party and its subsidiaries and affiliates (collectively, the “**Company**”), on the other hand, pursuant to which an interest in the Disclosing Party may be acquired by the Recipient and/or one or more of its affiliates pursuant to such possible negotiated transaction (the “**Transaction**”), the Recipient has requested certain information concerning the Company which is non-public, confidential, or proprietary in nature; and

WHEREAS, the Disclosing Party wishes to protect and preserve the confidentiality of such information.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. For purposes of this Agreement, the following terms have the following meanings:
 - (a) “**Contact Persons**” means the CEO, CFO and General Counsel of the Company, and any other Persons designated by the Company in writing as “Contact Persons” for purposes of this Agreement.
 - (b) “**Evaluation Material**” means all information, data, documents, agreements, files and other materials, whether disclosed orally or disclosed or stored in written, electronic or other form or media, which is obtained by the Recipient or its Representatives from the Disclosing Party or its Representatives or disclosed by the Disclosing Party or its Representatives to the Recipient or its Representatives on or after the date hereof in connection with the Transaction and regarding the Company, including, without limitation, all analyses, compilations, reports, forecasts, studies, samples and other documents prepared by or for the Recipient to the extent that they contain or otherwise reflect or are generated from such information, data, documents, agreements, files and/or other materials; provided, however, that the term “Evaluation Material” as used herein does not include information that: (i) at the time of disclosure or thereafter is generally available to and known by the public (other than as a result of its disclosure directly or indirectly by the Recipient or its Representatives in violation of this Agreement); (ii) was available to the Recipient prior to its disclosure to the Recipient by the Disclosing Party or its Representatives in connection with the Transaction or from a source other than the Disclosing Party or its Representatives, provided that such source, to Recipient’s knowledge, was not bound by a confidentiality agreement or other obligations of confidentiality regarding the Company in respect of the information; or (iii) has been independently acquired or developed by the Recipient without violating any of its obligations under this Agreement and without use of, or any reference to, the Evaluation Material.

- (c) “**Person**” means any individual, partnership (whether general or limited), limited liability company, corporation, association, trust, members of joint venture entities or other entity.
- (d) “**Representatives**” means, as to any Person, such Person’s affiliates and any holding companies created specifically for the purpose of the Transaction and, with respect to the Recipient, the limited partners of the Nordic Capital branded funds or vehicles, potential equity finance providers for which the Disclosing Party has provided prior written consent to become a “Representative” for the purposes of this Agreement, and its and their respective directors, officers, employees, managing members, partners, general partners, agents, advisors, insurers and consultants (including legal advisors and accountants). For the avoidance of doubt, no prior written consent is required in order for the Recipient to disclose Evaluation Material to the limited partners of the Nordic Capital branded funds or vehicles.

For the purposes of this Agreement, an “**affiliate**” of a party shall be any Person which: (a) is directly or indirectly controlled by such party; (b) directly or indirectly controls such party; or (c) is under common control with such party and, for the avoidance of doubt, shall, with respect to the Recipient, include any subsidiaries of any Nordic Capital branded fund and/or vehicle and Nordic Capital Limited (company secretary of the Recipient). “**Control**” and, with correlative meanings, the terms “**controlled by**” and “**under common control with**” mean (a) the power to direct the management or policies of a Person, whether through ownership of voting securities or by contract relating to voting rights or corporate governance, resolution, regulation or otherwise, or (b) to own more than 50% of the outstanding voting securities or other ownership interest of such Person.

For the avoidance of doubt, no provision of this Agreement shall be applicable to such Representatives that have not received any Evaluation Material from the Recipient or its Representatives. Furthermore, the Disclosing Party acknowledges that certain of the Recipient’s Representatives may serve as directors or employees of its portfolio and/or affiliated companies, and such portfolio and/or affiliated companies will not be deemed to have received Evaluation Material solely due to the dual role of any such Representative, so long as such Representative does not provide any Evaluation Material to the other directors, officers, or employees of such portfolio and/or affiliated companies .

Other terms not specifically defined in this Section 1 shall have the meanings given them elsewhere in this Agreement.

2. The Recipient shall keep the Evaluation Material strictly confidential and shall not use the Evaluation Material in violation of any applicable Law (as defined herein) or for any purpose other than to evaluate, negotiate and consummate the Transaction (the “**Permitted Purpose**”). The Recipient shall not, and shall direct its Representatives not to, disclose, reveal, divulge, publish or otherwise make known any Evaluation Material except: (a) if required by applicable Law, but only in accordance with Section 6, or (b) to its Representatives, to the extent necessary to permit such Representatives to assist the Recipient in evaluating, negotiating and consummating the Transaction; provided, that the Recipient shall inform each such Representative of this Agreement and direct each such Representative to abide by the terms of this Agreement applicable to Representatives to the same extent as if they were parties hereto. Unless the relevant Representative has entered into a direct confidentiality undertaking with the Disclosing Party in relation to the Transaction in a form satisfactory to the Disclosing Party, the Recipient shall be liable for any breach of this Agreement by any of its Representatives and the Disclosing Party will not be required to first assert a claim against such Representative as a condition of seeking or obtaining a remedy against the Recipient. The Recipient agrees to exercise and direct its Representatives to exercise the same degree of care over the Evaluation Material as the Recipient or its Representative (as the

case may be) exercises over its own confidential information. The Evaluation Material is owned solely and exclusively by the Company, shall remain the exclusive property of the Company, and neither the Recipient nor any of its Representatives shall acquire any rights or licence with respect thereto (other than to use the Evaluation Material for the Purpose in accordance with the terms of this Agreement), including by virtue of the Disclosing Party's disclosure of Evaluation Material or Recipient's and/or its Representatives' use of Evaluation Material.

3. The Recipient acknowledges that a portion of the Evaluation Material may include 'personal information' covered by the EU General Data Protection Regulation or any similar defined term in any legislation of comparable intent of that or any other jurisdiction which from time to time may apply ("**Data Protection Laws**").
4. Except for such disclosure required by law, regulation, regulation or stock exchange or business organization rules or other rule, legal process, order, or other similar requirement of any applicable governmental, regulatory or self-regulatory authority (collectively, "**Law**"), the Recipient shall not, and shall direct its Representatives not to, without the prior written consent of the Disclosing Party, disclose to any Person (other than to the Recipient's Representatives who need to know such information for the purpose of assisting Recipient in the Permitted Purpose): (a) the fact that the Evaluation Material has been made available to it or that it has received or inspected any portion of the Evaluation Material, (b) the existence or contents of this Agreement, (c) the fact that investigations, discussions or negotiations may take, are taking or have taken place concerning the Transaction, including the status thereof or (d) any terms, conditions or other matters relating to the Transaction. As consideration for this Agreement, the Disclosing Party will, and will procure its Representatives to, treat and keep the Recipient's interest in, or participation in discussions regarding, the Transaction confidential and will not, without the Recipient's prior written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) this to any other bidder or third party.
5. The Recipient understands and agrees that the Evaluation Material is being provided to it "AS IS" and neither the Disclosing Party nor any of its Representatives: (a) has made or makes any representation or warranty hereunder, expressed or implied, as to the accuracy or completeness of the Evaluation Material or (b) shall have any liability hereunder to the Recipient or its Representatives relating to or resulting from the use of the Evaluation Material or any errors therein or omissions therefrom. The Recipient understands and agrees that the Evaluation Material prepared by the Disclosing Party or its Representatives was prepared for their internal purposes only, and thus may not be suitable for the Recipient's purpose. The Recipient acknowledges and agrees that the Recipient will make its own independent evaluations in connection with the Evaluation Material and the Transaction and will not be relying on the Disclosing Party or any of its Representatives in connection with the Evaluation Material and the Transaction and that neither the Disclosing Party nor any of its Representatives is acting as the Recipient's advisor in connection with the Transaction. The parties agree that unless and until a definitive agreement between the Disclosing Party and Recipient ("**Definitive Agreement**") has been executed and delivered with respect to the Transaction, neither party will be under any legal obligation of any kind whatsoever with respect to the Transaction, including any obligation to (i) consummate a Transaction, (ii) conduct or continue discussions or negotiations or (iii) enter into or negotiate a Definitive Agreement. For purposes of this Agreement, the term "Definitive Agreement" does not include an executed term sheet, letter of intent, or any other preliminary written agreement, nor does it include any oral offer or acceptance of an offer or bid by either party. The Disclosing Party reserves the right, in its sole discretion, to reject any and all proposals made by the Recipient or on its behalf with regard to the Transaction, to terminate discussions and negotiations with the Recipient at any

time and to enter into any agreement with any other Person without notice to the Recipient or any of its Representatives, at any time and for any reason or no reason.

6. If the Recipient or any of its Representatives is requested or required to disclose any Evaluation Material (including the information under the provisions of section 4) by applicable Law or in connection with a judicial or administrative proceeding (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigation demand or similar process), the Recipient shall, to the extent reasonably practicable and permitted by Law: (a) give the Disclosing Party prompt written notice of such request or requirement so that the Disclosing Party may seek an appropriate protective order or other remedy; and (b) reasonably cooperate with the Disclosing Party (at the Disclosing Party's sole cost and expense), so that the Disclosing Party may determine whether to pursue such protective order. In the event that such protective order or other remedy is not promptly obtained, the Recipient (or such other Persons to whom such request is directed) will furnish only that portion of the Evaluation Material which is required by applicable Law to be disclosed. Notwithstanding anything herein to the contrary, no notice shall be required to be given in the event of disclosure of Evaluation Material made in connection with routine inspections, examinations or enquiries by governmental agencies or regulatory or self-regulatory bodies with jurisdiction over the Recipient or its Representatives.

7.
 - (a) The Recipient hereby represents and warrants that the Recipient is not acting as a broker for or representative of any Person other than its affiliates in connection with the Transaction, and is considering the Transaction only for its and their own account. Except with the prior written consent of the Disclosing Party, the Recipient agrees that (i) it will not act as a joint bidder or co-bidder with any other Person with respect to the Transaction (other than the existing limited partners of the Recipient or its affiliates), and (ii) neither the Recipient nor any of its Representatives (acting at the direction of the Recipient or its affiliates) will enter into any discussions, negotiations, agreements, arrangements or understandings (whether written or oral) with any finance provider for the purposes of arranging, facilitating or providing debt financing to the Recipient or any of its affiliates on an exclusive basis in connection with the Transaction, provided that the Recipient and its Representatives may have a team within a finance provider exclusively dedicated to them or their Representatives based on customary "tree" arrangements. Notwithstanding the foregoing, the Recipient may engage the limited partners of the Nordic Capital branded funds or vehicles on an entirely exclusive basis.
 - (b) Notwithstanding anything to the contrary contained herein, without the prior written consent of the Disclosing Party, the Recipient agrees that neither the Recipient nor any of its Representatives (acting on behalf of the Recipient) will disclose any Evaluation Material to any actual or potential sources of financing (debt, equity or otherwise) other than the existing limited partners of the Nordic Capital branded funds or vehicles.

8. At any time upon the Disclosing Party's written request, the Recipient shall cease using the Evaluation Material then in its possession and promptly return all Evaluation Material (including all copies, extracts or other reproductions) to the Disclosing Party or (at the sole election of the Recipient) destroy such Evaluation Material (including, to the extent reasonably practicable, any Evaluation Material held electronically). The Recipient may retain such copies of the Evaluation Materials as are required by Law or standards for professional record-keeping or internal compliance procedures and electronic copies which have been created pursuant to automatic archiving and back-up procedures. Upon the Disclosing Party's further written request, the Recipient shall confirm (email being sufficient) that all Evaluation Material has been returned or

destroyed in accordance with this Clause 8. Notwithstanding the return or destruction of Evaluation Material, the Recipient and its Representatives shall continue to be bound by their obligations of confidentiality and other obligations hereunder for the term of this Agreement.

9. Except with the express permission of the Disclosing Party, the Recipient agrees that, for a period of 18 months from the Effective Date, none of the Recipient or its affiliates who have received Evaluation Material shall directly or indirectly (a) solicit any officer, director, or senior management level employee of the Disclosing Party with whom they were first introduced in the course of the Transaction, except pursuant to a general solicitation which is not directed specifically to any such employees, where such person's employment has been terminated by the Disclosing Party prior to such solicitation, where such person is referred to the Recipient or its affiliates in good faith by search firms or similar entities or where such person contacts the Recipient or its affiliates on their own initiative; and (b) contact or solicit any persons known by the Recipient to be the Disclosing Party's customers, suppliers, manufacturers, distribution partners, clients, advisors or consultants to discuss the Evaluation Material or the Transaction (except, for the avoidance of doubt, for any contact (i) made in the ordinary course of business operations, (ii) wholly unrelated to the Disclosing Party and any transaction involving them, or (iii) in the course of general industry diligence not specifically referring to the Company or the Evaluation Material).

10.

- (a) For a period of 6 months from the Effective Date, the Recipient shall not, either alone or with other Persons, directly or indirectly, without the prior written consent of the Disclosing Party, which may not be unreasonably withheld:
- (i) acquire, or agree to acquire, or make any proposal to acquire, directly or indirectly, by means of purchase, merger, consolidation, take-over bid, exchange offer, tender offer, business combination, arrangement, amalgamation or in any other manner, whether in one transaction or a series of transactions, registered, beneficial or constructive ownership of, any securities or assets of the Disclosing Party and/or any of its affiliates (including through any security, contract right or derivative position the value of which to the "owner" changes with a change in the value of any equity securities (or other securities derived from the value of such securities), without regard to any hedge that may have been entered into with respect to such position);
 - (ii) assist, advise or encourage any other Persons to acquire or agree to acquire or make any proposal or offer to acquire, directly or indirectly in any manner, registered, beneficial or constructive ownership of any securities or assets of the Disclosing Party and/or any of its affiliates (including through any security, contract right or derivative position the value of which to the "owner" changes with a change in the value of any equity securities (or other securities derived from the value of such securities), without regard to any hedge that may have been entered into with respect to such position);
 - (iii) "solicit", or participate or join with any Person in the "solicitation" of, any "proxies" (as such terms are defined in the *Securities Act* (Ontario)) to vote, to seek to advise or to influence any Person with voting of any voting securities or voting rights of the Disclosing Party, whether or not such solicitation is exempt under any provision of the *Securities Act* (Ontario), or initiate any shareholder proposal in respect of the Disclosing Party;

(b)

- (iv) form, join or in any way participate in a group with respect to voting securities of the Disclosing Party;
 - (v) commence a take-over bid (whether formal or exempt), exchange offer, tender offer or similar transaction for any securities of the Disclosing Party and/or any of its affiliates;
 - (vi) otherwise act, alone or in concert with others, to seek to control or influence, in any manner, the management, board of directors or policies of the Disclosing Party and/or any of its affiliates;
 - (vii) advise, represent, enable, encourage, assist, negotiate with, or provide information to any other Person to do, or take any action consistent with or in furtherance of, any of the foregoing;
 - (viii) disclose any consideration, intention, plan or arrangement to do anything that the Recipient is restricted from doing by any of the foregoing, or make any disclosure that could require the Disclosing Party to make any disclosure;
 - (ix) take any action, directly or indirectly, that questions the validity or effectiveness of any shareholder rights plan of the Disclosing Party or any securities that may be issued pursuant thereto, or seek to cause any Person, court or regulatory body to “cease trade” or otherwise restrict the operation of such plan; or
 - (x) have any discussions or enter into any arrangements, understandings or agreements, whether written or oral, with, or advise, finance, aid, assist, encourage or act in concert with, any other Person in connection with any of the foregoing or make any public announcement with respect to the foregoing, except as may be required by applicable Law, or take any other action which might reasonably be expected to result in any such public disclosure.
- (b) The Recipient represents to the Disclosing Party that the Recipient, as at the Effective Date, is not beneficial, registered or constructive owner of any securities of the Disclosing Party and/or any of its affiliates.
- (c) Notwithstanding the foregoing provisions of this Section 10, the restrictions set forth in this Section 10 shall terminate and be of no further force and effect if:
- (i) a Person enters into a definitive agreement with the Disclosing Party with respect to a transaction involving all or a controlling portion of the Disclosing Party’s equity securities or all or substantially all of the Disclosing Party’s assets;
 - (ii) if the Disclosing Party or any of its affiliates initiate any bankruptcy proceedings or involuntary bankruptcy proceedings are initiated with respect of the Disclosing Party or any of its affiliates;
 - (iii) there is a public announcement that another Person, the Disclosing Party or any of its affiliates is in discussions relating to the acquisition of all or a controlling portion of the Disclosing Party’s equity securities or all or substantially all of its assets; or
 - (iv) with the Disclosing Party’s consent.

- (d) For the avoidance of doubt, this Section 10 does not apply to any of the Recipient's Representatives.
11. In connection with the Transaction, the Recipient shall not and shall direct its Representatives who have received Evaluation Material (acting at the direction of the Recipient) not to, directly or indirectly, initiate or maintain contact with any officer, director, manager, member, employee, agent or advisor of the Disclosing Party regarding the Transaction or any Evaluation Material, except through the Contact Persons. In connection with the Transaction, all (i) communications, (ii) requests for additional information regarding the Transaction or Evaluation Material, (iii) requests for facility tours, site visits or management meetings (including telephonic meetings), and (iv) discussions or questions regarding procedures in connection with the Transaction, shall be submitted or directed exclusively to the Contact Persons, who will, as they deem appropriate, arrange for contacts for due diligence and other purposes. For the avoidance of doubt, the foregoing shall not limit any contacts (i) made in the ordinary course of business operations, or (ii) in the course of general industry diligence not specifically referring to the Transaction or the Evaluation Material).
 12. The Recipient hereby acknowledges that it is aware, and the Recipient shall advise its Representatives who are informed of the matters that are the subject of this Agreement, that applicable English, European Union, United States and Canadian securities laws place certain restrictions on any Person who has material, non-public information concerning an issuer ("MNPI"), with respect to purchasing or selling securities of such issuer or from communicating such information to any other Person, and with respect to United States securities laws, under circumstances in which it is reasonably foreseeable that such other Person is likely to purchase or sell such securities. Save as required by Law, the Disclosing Party shall not have any obligation to publicly disclose any MNPI that it has provided to the Recipient or its Representatives in connection with this Agreement.
 13. The parties agree that any breach of this Agreement by the Recipient may cause the Disclosing Party irreparable injury for which monetary damages may not be a sufficient remedy and that in addition to all other remedies it may be entitled to, the Disclosing Party may be entitled to enforce the performance of this Agreement by specific performance and injunctive or other equitable relief as a remedy for any such breach.
 14. To the extent that any Evaluation Material includes material that is subject to solicitor-client privilege, the Disclosing Party is not waiving, and shall not be deemed to have waived or diminished, its solicitor work-product protections, solicitor client privileges or similar protections and privileges as a result of disclosing any Evaluation Material (including Evaluation Material related to pending or threatened litigation) to the Recipient or any of its Representatives.
 15. The terms of this Agreement shall control over any additional purported confidentiality requirements imposed by any offering memorandum, web-based database or data room, or similar repository of Evaluation Material to which the Recipient or any of its Representatives is granted access in connection with the evaluation, negotiation or consummation of the Transaction, notwithstanding acceptance of such an offering memorandum or submission of an electronic signature, "clicking" on an "I Agree" icon or other indication of assent to such additional confidentiality conditions. It is understood and agreed that the Recipient and its Representatives' obligations with respect to the Evaluation Material are exclusively governed by this Agreement and may not be enlarged except by written supplement in reference to this Agreement.
 - 16.

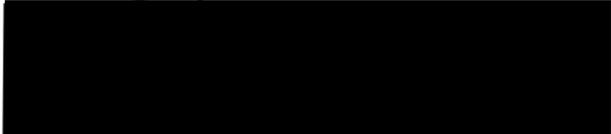
- (a) EACH PARTY HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY LAWSUIT, PROCEEDING OR ACTION TO ENFORCE OR DEFEND ANY RIGHT UNDER THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR TO BE DELIVERED IN CONNECTION WITH THIS AGREEMENT AND AGREES THAT ANY LAWSUIT, PROCEEDING OR ACTION WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
- (b) This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of England. Each party irrevocably agrees that the courts of England will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) and agree that the judgments of such courts shall be enforceable both within and outside England. Notwithstanding the foregoing (and as contemplated under Section 13), the parties agree that the Disclosing Party may be entitled to enforce the performance of this Agreement by interim relief (injunctive or otherwise) from any court of competent jurisdiction if there is a breach of this Agreement.
17. This Agreement shall terminate upon the earlier of: (i) 24 months from the Effective Date, or (ii) the completion of a Definitive Agreement in respect of the Transaction.
18. This Agreement sets forth the entire agreement among the parties regarding the Evaluation Material, and supersedes all prior negotiations, understandings and agreements (including the agreement entered into between the Recipient and the Disclosing Party on 12 September 2020). No provision of this Agreement may be modified, waived or changed except by a writing signed by the parties hereto.
19. If any provision of this Agreement, or the application thereof to any Person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provision as applied to other Persons, places or circumstances shall remain in full force and effect.
20. This Agreement was negotiated fully and equally between the parties and their legal counsel, and any ambiguity in this Agreement shall not be construed against any particular party as a result of the drafting hereof.
21. The Recipient represents and warrants that it is not under any obligation to any third party that is inconsistent or in conflict with its obligations under this Agreement and that it has full right and authority to make the commitments and disclosures provided for hereunder.
22. This Agreement may be executed simultaneously in one or more counterparts, each of which when executed will be deemed an original, but all of which taken together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Agreement.
23. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and permitted assigns of the parties hereto. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by any party without the prior written consent of the non-assigning party. Any purported assignment without such consent shall be void and unenforceable. Any purchaser of the Disclosing Party or all or substantially all of the assets of the Disclosing Party

shall be entitled to the benefits of this Agreement, whether or not this Agreement is assigned to such purchaser.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

**Nordic Capital Epsilon SCA, SICAV-RAIF
(acting through its general partner Nordic
Capital Epsilon GP SARI) for and on behalf of
its compartment Nordic Capital Epsilon SCA,
SICAV RAIF - Compartment 1**

By: 

16 October 2020

ADVANZ PHARMA CORP. LIMITED

By: 