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ASX Announcement

MAYNE PHARMA ENTERS INTO A SCHEME IMPLEMENTATION DEED WITH GEDEON RICHTER

Key Points:

- Acquisition price for Mayne Pharma Shares of A$6.40 per share in cash
- Scheme Consideration values Mayne Pharma's equity at approximately A$604 million
- Consideration represents a significant 99.4% premium to the pre-announcement share price
- The Mayne Pharma Board unanimously recommends that Mayne Pharma shareholders vote in favour of the Scheme in the absence of a Superior Proposal and subject to the Independent Expert concluding (and continuing to conclude) that the Scheme is in the best interests of Mayne Pharma shareholders

Mayne Pharma CEO Mr Aaron Gray and CFO Mr Griffin Buchanan will host a webcast of the transaction at 11:00am AEDT today (7:00pm US Eastern Time on 16 November 2026) – Details Below

17 November 2026, Adelaide, Australia: Mayne Pharma Group Limited (ASX: MYX), (**Mayne Pharma**) announces that it has entered into a Scheme Implementation Deed (**SID**) with Gedeon Richter Plc. (**Richter**), pursuant to which Richter (through its wholly owned Australian nominee company to be incorporated) has agreed to acquire 100% of the shares in Mayne Pharma by way of a Scheme of Arrangement (**Scheme**) at a price of A$6.40 per share (**Scheme Consideration**), with Richter obliged to ensure that the Scheme Consideration is paid in accordance with the terms of the SID.

Richter is a specialty pharmaceutical company, founded in Hungary 125 years ago, with operations in around 50 countries globally. With expertise in Women's Health, Neuropsychiatry, Biotechnology and General Medicines, Richter's activities range from original research and development, through manufacturing, to trade and marketing.

Overview of the Scheme

The Scheme Consideration of A$6.40 per share values Mayne Pharma's equity at approximately A$604 million[1] and represents a premium of:

- 99.4% to Mayne Pharma's closing share price as at 16 November 2026;
- 124% premium to the 30-day volume weighted average price (**VWAP**);
- 122% premium to the 90-day VWAP; and
- 145% premium to the 180-day VWAP.

The Scheme is fully funded and subject to limited customary conditions, including certain regulatory approvals, approval by Mayne Pharma shareholders at the Scheme meeting (with a Scheme booklet and an independent expert's report to be provided to Mayne Pharma shareholders) and Court approval.

[1] Based on i) approximately 94.4 million Mayne Pharma shares, taking into account Mayne Pharma's ordinary shares on issue and equity incentives on issue or proposed to be issued, and ii) assuming the Mayne Pharma Convertible Notes are converted into shares when they mature on 31 December 2026.

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The Scheme is subject to an additional condition precedent that Mayne Pharma completes the sale of its International business segment to Evaris Pharma, as announced to the ASX on 6 November 2026, which is subject to Australian Competition and Consumer Commission (ACCC) approval but not to Foreign Investment Review Board (FIRB) approval (International Business Divestment).

Mayne Pharma Chair, Prof Bruce Robinson, AC said *"The Board has carefully considered the proposal from Richter and has unanimously concluded that it is in the best interests of Mayne Pharma shareholders, in the absence of a Superior Proposal and subject to the Independent Expert's conclusion. The Scheme Consideration of A$6.40 per share in cash provides shareholders with the opportunity to realise value at a significant premium to recent trading prices and recognises the strength of Mayne Pharma's Women's Health and Dermatology/DistributeRx franchises in the United States. The Board's priority throughout has been to maximise value and certainty for all shareholders. Together with the recent binding agreement to sell our International business to Evaris Pharma, the Scheme delivers on that priority."*

Mr Aaron Gray, CEO of Mayne Pharma said *"Today's announcement reflects the quality of the business our team has built. We have established Mayne Pharma as a leader in Women's Health and Dermatology in the United States, with expanded patient access through the DistributeRx platform launch in March 2026. More recently with the agreed divestment of the International business to Evaris Pharma, we are simplifying the Company around a single market focus within the United States. The offer from Richter recognises the value of that work. Richter brings significant additional scale and capability to support the next phase of growth for our brands, our people and the patients we serve. On behalf of the management team, I thank our employees for their commitment to Mayne Pharma. Until the Scheme is implemented it remains business as usual, and our focus is unchanged in delivering for patients, prescribers and customers alike."*

Mr László Kovács, Deputy CEO of Richter, said *"We are very excited about the opportunity this acquisition provides for both companies and for our patients. Innovation has been at the core of making Richter one of the leading players in women's health in Europe and beyond. Mayne's existing portfolio – including our estetrol-based innovative combination contraceptive pill – and its commercial footprint provide a strong base to build on and will allow us to bring new treatments to millions of women in the United States across several therapeutic segments, where there is significant unmet medical need. We believe our offer reflects full value to Mayne shareholders, and also creates value for Richter shareholders through accelerating expanding our footprint in the world's largest pharmaceutical market."*

Recommendation

The Mayne Pharma Board unanimously recommends that Mayne Pharma shareholders vote in favour of the Scheme, in the absence of a Superior Proposal and subject to an independent expert concluding (and continuing to conclude) that the Scheme is in the best interests of Mayne Pharma shareholders.

Subject to these qualifications, each Mayne Pharma Director has confirmed that they intend to vote any shares that they hold or control in favour of the Scheme. In respect of non-executive director Mr Jacob Ma-Weaver, this includes the shares held by Funicular Funds, LP (being 9.82% of the ordinary shares of the Company). Mr Ma-Weaver is the Managing Member of Cable Car Capital, LP, the General Partner of Funicular Funds, LP.

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Major investors

Mayne Pharma's three largest shareholders, Funicular Funds (9.82%), Mr Bruce Mathieson (6.46%) and Trium Capital (5.85%), who currently collectively own 22.14% of the ordinary shares of the Company have each notified Mayne Pharma that they intend to vote all shares held by them on the record date for the Scheme Meeting in favour of the proposed transaction in the absence of a Superior Proposal.

The Mayne Pharma Convertible Notes issued on 31 December 2022 are scheduled to mature on 31 December 2026. The holder, Rubric Capital, is entitled to make an election to redeem or convert its Convertible Notes prior to the maturity. If the notes are converted, the conversion price will be A$5.356 per share and Rubric will receive 7,685,488 ordinary Mayne Pharma shares that will participate in the Scheme, if implemented.

Overview of the Scheme Implementation Deed (SID)

The implementation of the Scheme is subject to certain conditions precedent, including:

- Certain regulatory approvals as set out in the SID, including by the Foreign Investment Review Board, as well as under the United States Hart-Scott-Rodino Antitrust Improvements Act;
- Mayne Pharma shareholder approval;
- The independent expert concluding (and continuing to conclude) that the Scheme is in the best interests of Mayne Pharma shareholders;
- Approval by the Court;
- No restraints under any order or injunction made by any court or government agency preventing implementation of the Scheme;
- No Mayne Pharma material adverse change;
- No prescribed occurrences;
- No convertible securities (being performance rights and restricted stock units on issue in Mayne Pharma) being on issue on the Scheme Record Date; and
- Completion of the International Business Divestment.

The Scheme is not subject to any financing condition, with Richter funding the acquisition out of its internal cash resources.

The parties have agreed to file a voluntary declaration with the Committee on Foreign Investment in the United States (**CFIUS**) in connection with the transaction. Through CFIUS, the US Government has certain powers to restrain transactions which would cease to apply if and when the declaration (or subsequent notice, if applicable) is approved or the waiting period otherwise expires. If CFIUS sought to restrain the transaction, that could result in the failure of the 'no restraints' condition described above. The parties are working towards, and it is anticipated that, this voluntary process will be concluded ahead of the second court hearing as detailed in the transaction timeline below.

The SID contains customary exclusivity obligations on Mayne Pharma, including "no-shop", "no-talk", and "no due diligence" obligations (the latter two obligations being subject to a customary

fiduciary exception), "notification" obligations, and a matching right regime that applies to any superior proposal received by Mayne Pharma. The SID also contains customary break fee and reverse break fee provisions.

The terms of the transaction with Richter, including conditions, deal protections, termination rights and break fees, are agreed and set out in the SID attached to this announcement.

Indicative timetable and next steps

Mayne Pharma shareholders do not need to take any action at this stage.

A Scheme Booklet containing information relating to the Scheme, the reasons for the Directors' recommendation, the Independent Expert's Report opining on whether the Scheme is in the best interests of Mayne Pharma shareholders and details of the Scheme Meeting will be dispatched to shareholders in due course in advance of the Scheme Meeting.

Mayne Pharma shareholders will be given the opportunity to vote on the Scheme at a Scheme Meeting, which is currently expected to be held in late January. If the Scheme is approved by Mayne Pharma shareholders and the other conditions precedent are satisfied or waived, the Scheme is expected to be implemented in March.

These dates are indicative, subject to change and conditional on (among other things) regulatory approval, and shareholder approval at the Scheme Meeting.

Event	Expected Date
First Court Hearing	Mid December 2026
Dispatch of Scheme Booklet to Mayne Pharma Shareholders	Mid-December 2026
Scheme Meeting	Late January 2027
Second Court Date	March 2027
Effective Date	Mid to late March 2027
Implementation Date	Mid to late March 2027

Advisors

Mayne Pharma is being advised by Leerink Partners as sole financial adviser and Gilbert + Tobin and Arnold & Porter as legal advisers.

Richter is being advised by H.C. Wainwright & Co. as financial adviser and Johnson Winter Slattery and Hogan Lovells Cadwalader as legal advisers.

Investor Webinar

Mayne Pharma's CEO Mr Aaron Gray and CFO Mr Griffin Buchanan will host a webcast of the transaction at 11:00am AEDT today, 17 November 2026 (7:00pm US Eastern Time on 16 November 2026).

Participants can register for the webcast / teleconference by navigating to: https://s1.c-conf.com/diamondpass/10058438-ya9sbs.html

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Click here to view this announcement on Mayne Pharma's Investor Hub.

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Authorised for release to the ASX by the Board of Directors.

About Mayne Pharma

Mayne Pharma is an ASX-listed specialty pharmaceutical company focused on commercialising novel pharmaceuticals, offering patients better, safe and more accessible medicines. Mayne Pharma is a leader in dermatology and women's health in the United States and also provides contract development and manufacturing services to clients worldwide. Mayne Pharma has a 40-year track record of innovation and success in developing new oral drug delivery systems. These technologies have been successfully commercialised in numerous products that continue to be marketed around the world. To learn more about Mayne Pharma, please visit maynepharma.com.

About Richter

Richter aspires to be a global innovator in some key scientific fields, while dedicated to making medicines more accessible worldwide. Founded in 1901, headquartered in Hungary, with a market capitalization of EUR 4.8bn and sales of EUR 2.3bn in 2025, it operates Central Europe's largest R&D hub. Its research drives breakthroughs in Neuropsychiatry and Women's Healthcare, while Biotechnology and General Medicines strengthen its affordable treatment portfolio. Committed to sustainable growth, Richter invests in R&D, manufacturing excellence, and digitalization to advance medical innovation. Learn more at www.gedeonrichter.com.

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Scheme implementation deed

Mayne Pharma Group Limited

Gedeon Richter Plc.

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Date: 17 November 2026

Parties

1 **Mayne Pharma Group Limited** ACN 115 832 963 of 1538 Main North Road, Salisbury South, South Australia 5106, Australia (**Mayne Pharma**)

2 **Gedeon Richter Plc.** of 1103 Budapest, Gyömrői út 19–21, Hungary (**Gedeon Richter**)

Background

A The parties have agreed that Gedeon Richter BidCo will acquire Mayne Pharma by means of a scheme of arrangement under Part 5.1 of the Corporations Act between Mayne Pharma and Scheme Shareholders.

B Mayne Pharma and Gedeon Richter have agreed to implement the Scheme on and subject to the terms of this deed.

C Gedeon Richter has agreed to guarantee the obligations of Gedeon Richter BidCo under the Deed Poll, on and subject to the terms of this deed.

The parties agree

1 Defined terms and interpretation

1.1 Defined terms

A term or expression which is defined in the dictionary in Schedule 1 has the meaning given to it in the dictionary.

1.2 Interpretation

The interpretation clause in Schedule 1 sets out rules of interpretation for this deed.

1.3 Reasonable endeavours

Unless expressly provided for in this deed, any provision of this deed that requires a party to use its best endeavours, reasonable endeavours or all reasonable endeavours, or to take all steps reasonably necessary, to ensure that something is performed or occurs, or does not occur, does not include any obligation:

(a) to pay any money or to provide any financial compensation, valuable consideration or any other incentive to or for the benefit of any person:

(i) in the form of an inducement or consideration to a Third Party; or

(ii) in circumstances that are commercially onerous or unreasonable in the context of the parties' intention to implement the Transaction on the terms of this deed,

other than the payment of any applicable lodgement, filing or application fee to any Government Agency or immaterial expenses or costs (including costs of advisers);

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(b) to commence any legal action or proceeding against any person; or

(c) for the avoidance of doubt, to procure absolutely that that thing is performed or occurs, or does not occur.

1.4 Effect of the International Business Divestment

Other than as expressly contemplated, references in this deed to:

(a) the parties' obligations to procure certain things of the members of the Mayne Pharma Group;

(b) ensure the Mayne Pharma business is, or is not, operated in a particular way (including the restrictions in clause 5) or other references to the Mayne Pharma Group; and

(c) any representation or warranty in relation to Mayne Pharma or its business,

do not apply in relation to and will exclude the International Business.

2 Agreement to proceed with Transaction

2.1 Mayne Pharma to propose Scheme

(a) Mayne Pharma agrees to propose the Scheme on and subject to the terms of this deed.

(b) Mayne Pharma must not consent to any modification of, or amendment to, the Scheme, or to the making or imposition by the Court of any condition in respect of the Scheme, without the prior written consent of Gedeon Richter (such consent not to be unreasonably withheld or delayed).

(c) Gedeon Richter agrees to assist Mayne Pharma in proposing and implementing the Scheme on and subject to the terms of this deed.

2.2 Scheme Consideration

(a) Each Scheme Shareholder will be entitled to receive the Scheme Consideration in respect of each of their Scheme Shares, on and subject to the terms of the Scheme.

(b) Subject to the Scheme becoming Effective, Gedeon Richter undertakes and warrants to Mayne Pharma (in Mayne Pharma's own right and separately as trustee for each of the Scheme Shareholders) that, in consideration of the transfer to Gedeon Richter BidCo of all Scheme Shares pursuant to the terms of the Scheme, Gedeon Richter will procure that Gedeon Richter BidCo:

(i) accepts that transfer on the Implementation Date; and

(ii) pays, or procure the payment of, an amount equal to the Aggregate Scheme Consideration in cleared funds into a trust account operated by Mayne Pharma as trustee for the Scheme Shareholders before 12 noon on the Business Day immediately before the Implementation Date.

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2.3 Mayne Pharma Board recommendation

(a) Mayne Pharma must use best endeavours to procure that each Mayne Pharma Director:

(i) recommends to Mayne Pharma Shareholders that they vote in favour of the resolution to approve the Scheme (**Recommendation**); and

(ii) announces their intention to cause any Mayne Pharma Shares in which they have a Relevant Interest to be voted in favour of the resolution to approve the Scheme (**Voting Intention Statement**),

in each case, qualified only by the absence of a Superior Proposal and subject to the Independent Expert concluding, and continuing to conclude, that the Scheme is in the best interests of Mayne Pharma Shareholders.

(b) Mayne Pharma must use best endeavours to procure that no Mayne Pharma Director changes, withdraws or modifies their Recommendation or Voting Intention Statement unless:

(i) pursuant to clause 7.7(a)(ii);

(ii) the Independent Expert concludes that the Scheme is not or is no longer in the best interests of Mayne Pharma Shareholders; or

(iii) the Mayne Pharma Board determines, after receiving written legal advice from Mayne Pharma's external legal adviser, that the fiduciary or statutory duties of the Mayne Pharma Directors require them to change or withdraw their Recommendation or Voting Intention Statement (for a reason other than a Competing Proposal).

(c) Mayne Pharma must ensure that the Scheme Booklet and all material public announcements by Mayne Pharma in relation to the Scheme (other than announcements as to purely administrative matters) will repeat the Mayne Pharma Directors' Recommendation and Voting Intention Statement.

2.4 Gedeon Richter BidCo

(a) Gedeon Richter intends to and is in the process of incorporating a new Australian subsidiary entity that will be named 'Gedeon Richter Australia BidCo Pty Ltd', or any variation or substantially similar name provided any such name is available to be registered by ASIC (**Gedeon Richter BidCo**) to acquire all of the Scheme Shares under the Scheme by giving written notice to Mayne Pharma as soon as practicable following the date of this deed (**BidCo Notification**).

(b) Gedeon Richter will enter into, and will procure that Gedeon Richter BidCo enters into, the Deed Poll and:

(i) Gedeon Richter must procure that Gedeon Richter BidCo complies with its obligations under, and completes the acquisition in accordance with the terms of, the Scheme and the Deed Poll;

(ii) Gedeon Richter must procure that Gedeon Richter BidCo complies with this deed as though it were a party to it (in the position of Gedeon Richter); and

(iii) despite the foregoing:

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(A) Gedeon Richter will continue to be bound by all of the obligations of Gedeon Richter under this deed and will not be released from any obligations or liabilities under this deed following the BidCo Notification; and

(B) Mayne Pharma will continue to owe its obligations under this deed to Gedeon Richter (except to the extent expressly stated in this deed).

3 Conditions precedent

3.1 Conditions

Subject to this clause 3, the Scheme will not become Effective until and unless the following Conditions are satisfied or waived in accordance with clause 3.6:

(a) **FIRB approval**: Before 8:00am on the Second Court Date:

(i) Gedeon Richter has received written notice under the FATA, by or on behalf of the Treasurer of the Commonwealth of Australia (**Treasurer**), advising that (or to the effect that) the Commonwealth Government of Australia has no objections to the Transaction, either unconditionally or subject to conditions acceptable to Gedeon Richter, acting reasonably;

(ii) following the giving of notice of the Transaction under the FATA, the Treasurer becomes precluded by passage of time from making an order or decision under Division 2 of Part 3 of the FATA in respect of the Transaction, and the ten day period referred to in section 82(2)(a) of the FATA has ended or the period referred to in section 82(2)(b) of the FATA has ended (whichever is applicable); or

(iii) where an interim order is made under section 68 of the FATA in respect of the Transaction, the subsequent period for making an order or decision under Part 3 of the FATA elapses without the Treasurer making such an order or decision,

and in the case of subparagraph (i) above, the notice of no objection has not been withdrawn, suspended or revoked before 8.00am on the Second Court Date.

(b) **HSR clearance**: Before 8:00am on the Second Court Date the waiting period under the HSR Act has been terminated or expired and any commitment to a Government Agency to refrain from implementing the Scheme has expired, been released, or otherwise been terminated, either conditionally or subject to conditions acceptable to Gedeon Richter, acting reasonably.

(c) **Independent Expert**: The Independent Expert concludes in the Independent Expert's Report that the Scheme is in the best interests of Mayne Pharma Shareholders (and does not adversely change that conclusion) before 8:00am on the Second Court Date.

(d) **Court approval**: The Court approves the Scheme in accordance with section 411(4)(b) of the Corporations Act.

(e) **Mayne Pharma Shareholder approval**: Mayne Pharma Shareholders approve the Scheme at the Scheme Meeting by the requisite majorities under section 411(4)(a) of the Corporations Act.

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(f) **No restraints**: No restraining order, injunction or other order that would prevent the Scheme, made by a court of competent jurisdiction or Government Agency on the application of a Government Agency, is in effect as at 8:00am on the Second Court Date.

(g) **No Prescribed Occurrence**: No Prescribed Occurrence occurs between the date of this deed and 8:00am on the Second Court Date.

(h) **No Material Adverse Change**: No Material Adverse Change occurs, is announced or becomes known to Gedeon Richter between the date of this deed and 8:00am on the MAC Expiry Date.

(i) **International Business Divestment**: Before 8:00am on the Second Court Date, the International Business Divestment completes in all material respects pursuant to the International Business SPA.

(j) **Mayne Pharma Convertible Securities**: As at 8.00am on the Second Court Date, Mayne Pharma has complied with its obligations under clause 4.3, including by obtaining all relevant approvals, executing all relevant agreements and documents and otherwise in a manner acceptable to Gedeon Richter (acting reasonably), such that there will be no Mayne Pharma Convertible Securities on the Record Date.

3.2 Best endeavours

(a) Mayne Pharma must, to the extent within its power to do so, use best endeavours to procure that the Conditions in clauses 3.1(g), 3.1(h) and 3.1(i) are satisfied.

(b) Each of Mayne Pharma and Gedeon Richter must, to the extent within its power to do so, use best endeavours to procure that:

(i) the Conditions in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d), 3.1(e) and 3.1(f) are satisfied as soon as practicable after the date of this deed; and

(ii) there is no occurrence within its control or the control of any of its Related Bodies Corporate that would prevent any Conditions being satisfied.

(c) Mayne Pharma will not be in breach of its obligations under clause 3.2(a) or 3.2(b) in relation to the Condition in clause 3.1(h) to the extent that it takes or omits to take any action as permitted by clause 5.1 or 5.2(a)(v) that it reasonably believes is in the best interests of the Ongoing Mayne Pharma Group even if doing so adversely impacts, or may adversely impact, EBITDA in the financial years ended 30 June 2027 or 30 June 2028.

(d) In respect of the Condition in clause 3.1(h) (*No Material Adverse Change*), if a Material Adverse Change becomes known to Gedeon Richter between the date of this deed and 5.00pm on the second Business Day prior to the MAC Expiry Date, the Condition in clause 3.1(h) (*No Material Adverse Change*) will not be taken to have been breached or not satisfied, unless:

(i) a party has given written notice to the other party of the Material Adverse Change in accordance with clause 3.8(b)(i); and

(ii) Mayne Pharma has not remedied the Material Adverse Change within seven Business Days (or any shorter period ending at 5.00pm on the Business Day prior to the MAC Expiry Date) after the date on which such notice is given.

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(e) In respect of the Condition in clause 3.1(g) (*No Prescribed Occurrence*), if a Prescribed Occurrence occurs and becomes known to Gedeon Richter between the date of this deed and 5.00pm on the second Business Day prior to the Second Court Date, the Condition in clause 3.1(g) (*No Prescribed Occurrence*) will not be taken to have been breached or not satisfied, unless:

(i) a party has given written notice to the other party of the Prescribed Occurrence in accordance with clause 3.8(b)(i); and

(ii) Mayne Pharma has not remedied the Prescribed Occurrence within seven Business Days (or any shorter period ending at 5.00pm on the Business Day prior to the Second Court Date) after the date on which such notice is given.

3.3 Regulatory Approvals and communications with Government Agencies generally

(a) Gedeon Richter agrees to use its best endeavours to agree any conditions or undertakings reasonably required or requested by or on behalf of the relevant Government Agency on terms acceptable to Gedeon Richter (acting reasonably) (including by way of offering such conditions or undertakings), if reasonably necessary to obtain a Regulatory Approval. This clause 3.3(a), clause 3.2(b)(i) and any requirement in clause 3.1 that Gedeon Richter acts reasonably in connection with a Regulatory Approval:

(i) will, if so requested by FIRB, require Gedeon Richter to accept, in relation to the Condition in clause 3.1(a) (FIRB approval), the Standard Tax Conditions and customary data protection or privacy conditions imposed by FIRB (provided that Mayne Pharma may negotiate the precise terms of them as contemplated above); but

(ii) do not, for the avoidance of doubt, require Gedeon Richter to agree or offer any condition or undertaking:

(A) that would require any member of the Gedeon Richter Group or Mayne Pharma Group to sell, hold separate, divest, or discontinue, before or after the Implementation Date, any of their assets, businesses, or interests or shorten the exclusivity period of any product sold by the Gedeon Richter Group or Mayne Pharma Group; or

(B) relating to the operations of any such assets, businesses, or interests that could reasonably be expected to materially adversely impact the economic or business benefits to Gedeon Richter of the Transaction; or

(C) that would require any member of the Gedeon Richter Group or Mayne Pharma Group to make any materially adverse modification or waiver of the terms and conditions of this deed, the Scheme, Deed Poll or International Business Divestment Documents.

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(b) Without limiting clause 3.2, but subject to clause 3.3(d), each of Gedeon Richter and Mayne Pharma must:

(i) not do, and must ensure that its Related Bodies Corporate, Representatives and their respective directors, officers, employees, advisers, agents or anyone acting on its behalf do not do, any of the following:

(A) apply to any Government Agency for any approval, consent, clearance, waiver, concession or similar in connection with the Transaction; or

(B) send or otherwise initiate any substantive submission, notification or communication to any Government Agency or make or permit to be made any public statement, in connection with the Transaction, including indirectly through lobbyists or third parties (including the media),

in each case other than:

(C) in respect of a Regulatory Approval or as otherwise expressly contemplated by this deed, and in accordance with this clause 3 to the extent applicable;

(D) as required by law or the rules of any securities exchange on which the party or any of its Related Bodies Corporate are listed; or

(E) with the prior written consent of the other party (not to be unreasonably withheld or delayed).

(ii) Gedeon Richter must not, prior to the Implementation Date:

(A) express (including in the Gedeon Richter Information included in the Scheme Booklet) any new, or change in any, positions taken by, or views or intentions of, Gedeon Richter or any of its Associates or Related Bodies Corporate in relation to matters material to a Regulatory Approval, that are substantively inconsistent with a prior expression of the same; or

(B) provide information to a Government Agency that is substantively inconsistent with or substantively deviates from a matter material to a Regulatory Approval represented in any prior communication provided to a Government Agency for the purpose of obtaining Regulatory Approvals or otherwise contained in the Gedeon Richter Information included in the Scheme Booklet,

except with the prior written consent of Mayne Pharma (not to be unreasonably withheld or delayed);

(c) Each party must promptly notify the other party and provide reasonable details (including, where applicable, copies) of all substantive communications or discussions between the party (or any of its Related Bodies Corporate or Representatives) and any Government Agency in connection with the Transaction (whether or not such communications or discussions were initiated by the party (or any of its Related Bodies Corporate or Representatives) or by a Government Agency), other than in relation to meetings or discussions also attended by the other party or its Representatives.

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(d) Before a party provides the other party with any document or information under this clause 3.3 or clauses 3.4 or 3.5, the disclosing party (**Disclosing Party**) may redact or exclude such part of that document or information as constitutes confidential, competitively sensitive or privileged information of the Disclosing Party or any of its Related Bodies Corporate where (and only to the extent that) disclosure to the other party to this deed:

(i) would be unlawful or may materially prejudice the commercial interests of the Disclosing Party or any of its Related Bodies Corporate or other person owed a duty of confidentiality;

(ii) would be reasonably likely to jeopardise any attorney-client, work product or other legal privilege;

(iii) contains references concerning the valuation of Mayne Pharma;

(iv) contains personal identifier information and other business-confidential information of Gedeon Richter and its Related Bodies Corporate required to be submitted to a Government Agency, which may be submitted directly to the Government Agency; or

(v) is otherwise required by the Protocols,

provided:

(vi) any unredacted document or information may be shared by the Disclosing Party to the other party's external counsel on an external counsel only basis; and

(vii) the terms of this proviso do not limit the information that would be required by this deed to be shared with any applicable Government Agency.

3.4 FIRB

(a) Without limiting clause 3.2, but subject to clause 3.3(d), Gedeon Richter must:

(i) give Mayne Pharma a copy of an advanced draft of the FIRB Application at least 5 Business Days prior to the date on which it is intended to be lodged, and must consider in good faith the inclusion in the application of any reasonable comments provided by or on behalf of Mayne Pharma at least 2 Business Days prior to the date on which it is intended to be lodged;

(ii) apply for the FIRB Approval as soon as reasonably practicable (and, in any event, within 15 Business Days) after the date of this deed and give Mayne Pharma a final copy of each such application;

(iii) take all steps reasonably required to obtain the FIRB Approval as soon as reasonably practicable, including responding to requests for information at the earliest reasonably practicable time;

(iv) keep Mayne Pharma reasonably informed of the progress towards obtaining the FIRB Approval, including promptly notifying Mayne Pharma of any substantive issues or matters raised, or any conditions proposed, by a relevant Government Agency;

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(v) give Mayne Pharma the opportunity (upon reasonable notice) to attend any substantive meetings or discussions with FIRB with respect to the FIRB Approval, subject to the requirements or wishes of FIRB; and

(vi) not object to, and must assist Mayne Pharma to arrange, meetings with or to make submissions to FIRB with respect to the FIRB Approval (including consenting to such meetings or discussion with reasonably appropriate arrangements for the use or non-use, or disclosure or non-disclosure of 'Protected Information' as defined in the FATA) at Mayne Pharma's request.

(vii) Without limiting clause 3.2, but subject to clause 3.3(d), each party must give the other party a reasonable opportunity to review an advanced draft of each substantive written submission or communication proposed to be sent to FIRB by or on behalf of the party (or any of its Related Bodies Corporate or Representatives) in connection with the Transaction, and consider in good faith any reasonable comments promptly provided by or on behalf of the other party, other than where the submission or communication is limited to providing to FIRB:

(A) information that is already in the public domain; or

(B) objective information about the party or its Related Bodies Corporate (which will not include mere statements of belief or intentions) requested by the Government Agency;

3.5 HSR

Without limiting clause 3.2, but subject to clause 3.3(d), Mayne Pharma and Gedeon Richter must (and using their best endeavours to cooperate):

(a) each prepare and submit the initial filing required from it under the HSR Act in connection with the consummation of the Transaction as soon as reasonably practicable (and, in any event, within 20 Business Days) after the date of this deed and give the other party a final copy of each such filing;

(b) each respond to requests for information from Government Agencies related to the filings required under the HSR Act at the earliest reasonably practicable time;

(c) give the other party a reasonable opportunity to review an advanced draft of each substantive written submission or communication proposed to be sent to the Federal Trade Commission, Department of Justice, or State Attorneys General Office (or equivalent) (each of which is a Government Agency) in addition to the HSR filing, by or on behalf of the party (or any of its Related Bodies Corporate or Representatives) in connection with the Transaction, and consider in good faith any reasonable comments promptly provided by or on behalf of the other party, other than where the submission or communication is limited to providing:

(i) information that is already in the public domain; or

(ii) objective information about the party or its Related Bodies Corporate (which will not include mere statements of belief or intentions) requested by the Government Agency; and

(d) take no action, without the consent of the other party, that will delay, stop or restart the initial and any extended waiting period provided for under the HSR Act, with the exception of a decision by Gedeon Richter (made in its sole discretion) to withdraw

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and resubmit ("pull and refile") its HSR filing for the purpose of restarting the initial thirty-day waiting period.

3.6 Waiver of Conditions

(a) The Conditions in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived.

(b) The Condition in clause 3.1(f) is for the benefit of Mayne Pharma and Gedeon Richter and may only be waived by written agreement between Mayne Pharma and Gedeon Richter.

(c) The Conditions in clauses 3.1(g), 3.1(h), 3.1(i) and 3.1(j) are for the sole benefit of Gedeon Richter and may only be waived by Gedeon Richter in writing.

(d) Waiver of breach or non-fulfilment of a Condition does not constitute:

(i) a waiver of breach or non-fulfilment of any other Condition resulting from the same event; or

(ii) a waiver of breach or non-fulfilment of that Condition resulting from any other event.

3.7 Failure of Condition

(a) Subject to clauses 3.7(c) and 3.7(d), if:

(i) there is a breach or non-fulfilment of a Condition that has not been waived in accordance with clause 3.6 by the time or date specified in this deed for the satisfaction of the Condition;

(ii) there is an act, failure to act or occurrence which will be reasonably likely to prevent a Condition being satisfied by the time or date specified in this deed for the satisfaction of the Condition (and the breach or non-satisfaction which would otherwise occur has not already been waived in accordance with clause 3.5); or

(iii) the Scheme has not become Effective by the End Date,

then either party may serve a written notice on the other party (the date of such service being the **Notice Date**) and, if served, the parties must ensure that their respective nominated Representatives meet (in person or by electronic means) within 5 Business Days together with legal representatives of those parties to consult in good faith and use best endeavours to agree whether any of the following options are available to ensure that the Scheme proceeds:

(iv) the Scheme or the Transaction may proceed by way of alternative strategy, means or methods;

(v) to extend the relevant time or date for satisfaction of the Condition;

(vi) to change the First Court Date or to adjourn the application for orders pursuant to section 411(1) of the Corporations Act convening the Scheme Meeting to another date agreed by the parties;

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(vii) to change the Second Court Date or to adjourn the application for orders pursuant to section 411(4)(b) of the Corporations Act approving the Scheme to another date agreed by the parties;

(viii) to seek orders from the Court to postpone the Scheme Meeting, or recommend to the Chairperson of the Scheme Meeting that there be an adjournment of the Scheme Meeting, to another date agreed by the parties; or

(ix) to extend the End Date.

(b) If Mayne Pharma and Gedeon Richter are unable to reach agreement under clauses 3.7(a)(iv) to 3.7(a)(ix) within ten Business Days after the Notice Date or any shorter period ending at 5:00pm on the day before the Second Court Date (and provided clause 3.7(c) does not apply), either party may terminate this deed by notice in writing to the other party, provided that:

(i) the Condition to which the notice relates is for the benefit of that party (whether or not the Condition is also for the benefit of the other party) or is referred to in clause 3.6(a); and

(ii) there has been no failure by that party to comply with its obligations under this deed, where that failure directly and materially contributed to the Condition to which the notice relates becoming incapable of satisfaction, or being breached or not satisfied before the End Date,

in which case clause 11.4 will have effect.

(c) If the International Business SPA is terminated before 'Completion' under it and Gedeon Richter has not waived the Condition in clause 3.1(i) (**International Business Divestment**), then unless the parties otherwise agree:

(i) Mayne Pharma must within two Business Days after the Notice Date provide Gedeon Richter with all of the 'Due Diligence Material' (as defined in the International Business SPA); and thereafter promptly provide Gedeon Richter with any additional information relating to the International Business that Gedeon Richter reasonably requests;

(ii) Gedeon Richter will, for a period of not less than 15 Business Days after the Notice Date, undertake a due diligence process (including allocating reasonable resources to completing the due diligence in this timeframe) in respect of such information with a view to assessing whether, in its absolute discretion, it wishes to waive the Condition in clause 3.1(i); and if so, any requirements or other conditions upon which Gedeon Richter is willing to do so (**Waiver Requirements**); and Gedeon Richter must notify Mayne Pharma of its decision within 20 Business Days (including any Waiver Requirements) after the Notice Date unless the parties agree in writing to extend the due diligence period;

(iii) the parties will, if so requested by Gedeon Richter, use best endeavours to negotiate the Waiver Requirements and will, if necessary, seek orders from the Court to postpone the Scheme Meeting, or recommend to the Chairperson of the Scheme Meeting that there be an adjournment of the Scheme Meeting, to another date agreed by the parties (acting reasonably), to facilitate the foregoing;

provided that:

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(iv) nothing in this clause 3.7(c) requires either party, in their absolute discretion, to agree any Waiver Requirement; and

(v) Gedeon Richter may terminate this deed by notice in writing to Mayne Pharma and clause 11.4 will have effect if Gedeon Richter has not waived the Condition in clause 3.1(i) and:

(A) Mayne Pharma does not comply with all of its obligations under clause 5.3 or this clause 3.7(c); or

(B) the parties have not entered into binding transaction documentation as contemplated by clause 3.7(c)(iii) by the date that is 25 Business Days after the Notice Date, provided that if the 25 Business Day period extends beyond the End Date, the End Date will be deemed to be extended until 5:00pm on the date that is the first Business Day after such period expires.

(d) If the Scheme has not become Effective before the End Date as a result only of a Regulatory Approval not being satisfied, the parties agree that the End Date will automatically be extended to 5:00pm on:

(i) the date 10 Business Days after the date notified by the relevant Government Agency as being the last date that the Government Agency requires for the purposes of providing its approval, if that date falls after the original End Date; or

(ii) if earlier, the date that is 15 months after the date of this deed.

(e) If a party issues a termination notice to the other party in accordance with this deed (**Termination Notice**) and a dispute is raised by the other party as to the validity of the Termination Notice or the right of that party to issue the Termination Notice (**Termination Dispute**), then with effect from the date that the Termination Dispute is notified in writing until the final resolution of the Termination Dispute, whether by agreement between the parties or as determined by a court of law (including any appeals), the Takeovers Panel or other appropriate body (**Resolution Date**):

(i) the End Date will automatically be extended for successive two-month periods (to the extent required if the Resolution Date would otherwise fall after the End Date), but not beyond the date that is 15 months after the date of this deed; and

(ii) with effect from the time that would, but for such extension, otherwise be the End Date, the provisions in:

(A) clauses 5.1(a) - (d) of this deed will continue to apply; and

(B) clauses 5.1(e) and 5.4 - 5.6, cease to apply.

(f) If a Termination Dispute exists under clause 3.7(e) and a party has commenced proceedings in a court of law in connection with the determination of that dispute, each party must apply to the relevant court to have such proceedings heard and adjudicated on an urgent and expedited basis, including in respect of any appeal(s).

(g) If the Condition in clause 3.1(e) is not satisfied only because of a failure to obtain the majority required by section 411(4)(a)(ii)(A) of the Corporations Act, then either Mayne Pharma or Gedeon Richter may by written notice to the other parties within

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3 Business Days after the date of the conclusion of the Scheme Meeting require the approval of the Court to be sought, pursuant to the Court's discretion in section 411(4)(a)(ii)(A), provided the party has, in good faith, formed the view that the prospect of the Court exercising its discretion in that way is reasonable. If approval is given, the Condition in clause 3.1(e) is deemed to be satisfied for all purposes.

3.8 Certain notices

If a party becomes aware:

(a) that any Condition has been satisfied; or

(b) of any fact, matter or circumstance that has resulted, will result or is reasonably likely to result, in:

(i) a Condition becoming incapable of satisfaction or otherwise not being satisfied in accordance with its terms;

(ii) a breach of a Warranty provided by that party under this deed (when given); or

(iii) a material breach of this deed by that party,

it must promptly notify the other parties in writing and provide such evidence or details as may be reasonably requested by another party.

4 Implementation steps and Scheme Booklet

4.1 Mayne Pharma obligations

Subject to any change of Recommendation by the Mayne Pharma Board that is permitted by clause 2.3, Mayne Pharma must take all steps reasonably necessary to implement the Scheme as soon as reasonably practicable and use all reasonable endeavours to do so in accordance with the Timetable and otherwise on and subject to the terms of this deed. Without limiting the foregoing, Mayne Pharma must:

(a) **Independent Expert**: promptly appoint the Independent Expert and provide all assistance and information reasonably requested by the Independent Expert to enable it to finalise the Independent Expert's Report on a timely basis;

(b) **Preparation of Scheme Booklet**:

(i) prepare the Scheme Booklet (other than the Gedeon Richter Information and the Independent Expert's Report) in accordance with applicable laws, including the Corporations Act and Corporations Regulations, ASIC Regulatory Guide 60, Takeovers Panel guidance notes and the ASX Listing Rules;

(ii) provide Gedeon Richter with drafts of the Scheme Booklet, and consider in good faith any reasonable comments promptly provided by or on behalf of Gedeon Richter, provided that, in respect of the Independent Expert's Report, any such comments must be limited to matters of factual accuracy and Mayne Pharma makes no representation, and gives no assurance, as to the extent to which such comments will be considered or incorporated by the Independent Expert;

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(iii) provide Gedeon Richter with a reasonable opportunity (having regard to the content and timing of previous drafts provided) to review the draft of the Scheme Booklet the subject of Mayne Pharma's request in clause 4.2(e) and to provide the confirmation described in that clause;

(iv) prior to 5:00pm on the Business Day prior to the First Court Date, confirm in writing to Gedeon Richter that the Mayne Pharma Information:

(A) is accurate and not misleading or deceptive in any material respect (whether by omission or otherwise) and otherwise complies in all material respects with all applicable laws, ASIC Regulatory Guide 60, Takeovers Panel guidance notes and the ASX Listing Rules; and

(B) is in a form appropriate for inclusion in the Scheme Booklet;

(c) **Lodgement of Scheme Booklet**:

(i) as soon as reasonably practicable, and in any event no later than 14 days before the First Court Date, provide an advanced draft of the Scheme Booklet to ASIC for its review for the purposes of section 411(2) of the Corporations Act; and

(ii) without limiting clause 3.3(a), keep Gedeon Richter reasonably informed of any material issues raised by ASIC in relation to the Scheme Booklet or the Transaction (including routine questions commonly raised by ASIC following the announcement of a scheme of arrangement) and any steps taken to respond to such matters;

(d) **Approval of Scheme Booklet**: procure that a meeting of the Mayne Pharma Board (or a sub-committee thereof) is convened to consider approving the despatch of the Scheme Booklet to Mayne Pharma Shareholders, subject to orders of the Court under section 411(1) of the Corporations Act;

(e) **No objection statement**: apply to ASIC for:

(i) a letter stating that ASIC does not intend to appear at the First Court Hearing; and

(ii) a statement under section 411(17)(b) of the Corporations Act stating that ASIC has no objection to the Scheme;

(f) **First Court Hearing**: apply to the Court for orders under section 411(1) of the Corporations Act directing Mayne Pharma to convene the Scheme Meeting;

(g) **Approval and registration of Scheme Booklet**: request that ASIC register the Scheme Booklet in accordance with section 412(6) of the Corporations Act;

(h) **Despatch**: as soon as reasonably practicable following registration of the Scheme Booklet by ASIC, despatch the Scheme Booklet to Mayne Pharma Shareholders;

(i) **Supplementary disclosure**: if, after despatch of the Scheme Booklet, Mayne Pharma becomes aware:

(i) that information included in the Scheme Booklet is or has become misleading or deceptive in any material respect (whether by omission or otherwise); or

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(ii) of information that is required to be disclosed to Mayne Pharma Shareholders under any applicable law but was not included in the Scheme Booklet,

promptly consult with Gedeon Richter and make any supplementary disclosure to Mayne Pharma Shareholders that Mayne Pharma considers reasonably necessary in the circumstances;

(j) **Scheme Meeting**: convene and hold the Scheme Meeting to approve the Scheme in accordance with the orders made by the Court at the First Court Hearing;

(k) **Conditions certificate**: at the Second Court Hearing, provide to the Court (through its counsel) a certificate confirming (in respect of matters within its knowledge) whether or not the Conditions (other than the Condition in clause 3.1(d)) have been satisfied or waived in accordance with clause 3, a draft of which must be provided to Gedeon Richter by 5:00pm on the date 2 Business Days prior to the Second Court Date;

(l) **Second Court Hearing**: subject to the Conditions being satisfied or waived in accordance with clause 3, apply to the Court for orders under section 411(4)(b) of the Corporations Act approving the Scheme;

(m) **Court Documents**: prepare the Court Documents, provide drafts of those documents to Gedeon Richter and consider in good faith any reasonable comments promptly provided by or on behalf of Gedeon Richter;

(n) **Gedeon Richter representation at Court Hearings**: allow, and not oppose, any application by Gedeon Richter or Gedeon Richter BidCo for leave of the Court to be represented by counsel at a Court Hearing;

(o) **Lodgement of Court order**: for the purposes of section 411(10) of the Corporations Act, lodge with ASIC an office copy of the orders made by the Court under section 411(4)(b) of the Corporations Act before 5:00pm on the Business Day immediately following the day on which it receives such office copy;

(p) **Share Register**: promptly provide to Gedeon Richter a copy of the Share Register in electronic form as reasonably requested by Gedeon Richter from time to time;

(q) **Proxy information**: upon request by Gedeon Richter from time to time, inform Gedeon Richter of the total number of proxy votes received by Mayne Pharma:

(i) to vote in favour of the Scheme;

(ii) to vote against the Scheme;

(iii) to abstain from voting on the Scheme; and

(iv) where the proxy may vote at the proxy's discretion;

(r) **Proxy solicitation**: undertake in consultation with Gedeon Richter and on a basis agreed with Gedeon Richter (acting reasonably) reasonable steps in respect of shareholder engagement and proxy solicitation actions so as to promote the merits of the Transaction and encourage Mayne Pharma Shareholders to vote on the Scheme in accordance with the Recommendation of the Mayne Pharma Directors, subject to applicable law and ASIC policy;

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(s) **Promotion of Transaction**: participate in efforts reasonably requested by Gedeon Richter to promote the merits of the Transaction, including:

(i) meeting with key Mayne Pharma Shareholders where requested by Gedeon Richter; and

(ii) providing Gedeon Richter with such information and assistance as Gedeon Richter reasonably requests to enable it to promote the merits of the Transaction in accordance with this deed;

(t) **Timetable**: keep Gedeon Richter informed about its progress against the Timetable, and notify Gedeon Richter if it believes that any of the dates in the Timetable are not achievable;

(u) **Quotation of Mayne Pharma Shares and ASX listing**: apply to ASX to have:

(i) trading in Mayne Pharma Shares suspended from the close of trading on the Effective Date; and

(ii) Mayne Pharma removed from the official list of ASX, and quotation of Mayne Pharma Shares on ASX terminated, by the close of trading on the trading day immediately following the Implementation Date; and

(v) **Compliance with laws**: do everything reasonably within its power to ensure that the Transaction is effected in accordance with the terms of this deed and applicable laws.

4.2 Gedeon Richter obligations

Gedeon Richter must take all steps reasonably necessary to implement the Scheme as soon as reasonably practicable and use all reasonable endeavours to do so in accordance with the Timetable and otherwise on and subject to the terms of this deed. Without limiting the foregoing, Gedeon Richter must:

(a) **Prepare Gedeon Richter Information**: as soon as practicable after the date of this deed:

(i) prepare the Gedeon Richter Information for inclusion in the Scheme Booklet in accordance with all applicable laws, including the Corporations Act and Corporations Regulations, ASIC Regulatory Guide 60, Takeovers Panel guidance notes and the ASX Listing Rules; and

(ii) provide Mayne Pharma with drafts of the Gedeon Richter Information and consider in good faith any reasonable comments provided by or on behalf of Mayne Pharma;

(b) **Final form of Gedeon Richter Information**: provide to Mayne Pharma the Gedeon Richter Information (including drafts thereof) in a form appropriate for inclusion in the Scheme Booklet;

(c) **Assistance with Scheme Booklet and Court Documents**: provide any assistance or information reasonably requested by Mayne Pharma or its Representatives in connection with the preparation of the Scheme Booklet (including any supplementary disclosure to Mayne Pharma Shareholders) or any Court Documents, including reviewing drafts of the Scheme Booklet and Court Documents provided by or on behalf of Mayne Pharma and promptly providing comments in good faith;

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(d) **Independent Expert's Report**: provide any assistance or information reasonably requested by Mayne Pharma or its Representatives, or by the Independent Expert, in connection with the preparation of the Independent Expert's Report;

(e) **Confirmation of Gedeon Richter Information**: promptly after Mayne Pharma requests that it does so (and in any event prior to 5:00pm on the Business Day prior to the First Court Date), confirm in writing to Mayne Pharma that:

(i) it consents to the inclusion of the Gedeon Richter Information in the Scheme Booklet, in the form and context in which the Gedeon Richter Information appears;

(ii) the Gedeon Richter Information is accurate and not misleading or deceptive in any material respect (whether by omission or otherwise) and otherwise complies in all material respects with all applicable laws, ASIC Regulatory Guide 60, Takeovers Panel guidance notes and the ASX Listing Rules; and

(iii) the Gedeon Richter Information is in a form appropriate for inclusion in the Scheme Booklet;

(f) **Update Gedeon Richter Information**: promptly notify Mayne Pharma in writing if it becomes aware:

(i) of information which should have been but was not included in the Gedeon Richter Information, and promptly provide Mayne Pharma with the omitted information; or

(ii) that the Gedeon Richter Information is or has become misleading or deceptive in any material respect (whether by omission or otherwise), or otherwise does not comply with applicable laws, ASIC Regulatory Guide 60, Takeovers Panel guidance notes and the ASX Listing Rules, and promptly provide Mayne Pharma with all information necessary to ensure the Gedeon Richter Information complies with applicable laws and is not false or misleading in any material respect (whether by omission or otherwise);

(g) **Deed Poll**: before 5:00pm on the date that is 2 Business Days before the First Court Date, execute, and procure that Gedeon Richter BidCo executes, the Deed Poll, and deliver the fully executed Deed Poll to Mayne Pharma and, if the Scheme becomes Effective, fully comply with the Deed Poll;

(h) **Conditions certificate**: at the Second Court Hearing, provide to the Court (through its counsel or via Mayne Pharma) a certificate confirming (in respect of matters within its knowledge) whether or not the Conditions (other than the Condition in clause 3.1(d)) have been satisfied or waived in accordance with clause 3, a draft of which must be provided to Mayne Pharma by 5:00pm on the date 2 Business Days before the Second Court Date;

(i) **Representation at Court**: ensure that it is represented by counsel at each Court Hearing (subject to the Court granting it leave to do so), and (if requested by the Court) undertake to do all things within its power to ensure the fulfilment of its obligations under this deed and the Deed Poll and as are reasonably necessary to ensure the Court makes an order under section 411(4)(b) of the Corporations Act approving the Scheme;

(j) **Scheme Consideration**: if the Scheme becomes Effective, pay or procure the payment of the Scheme Consideration in the manner and in the amount contemplated by clause 2.2(b)(ii), the terms of the Scheme and the Deed Poll;

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(k) **Share transfer**: if the Scheme becomes Effective, accept a transfer of the Scheme Shares as contemplated by clause 2.2(b)(i) and execute instruments of transfer in respect of the Scheme Shares;

(l) **Promotion of Transaction**: participate in efforts reasonably requested by Mayne Pharma to promote the merits of the Transaction, including:

(i) meeting with key Mayne Pharma Shareholders where requested by Mayne Pharma; and

(ii) providing Mayne Pharma with such information and assistance as Mayne Pharma reasonably requests to enable it to promote the merits of the Transaction;

(m) **Timetable**: keep Mayne Pharma informed about its progress against the Timetable, and notify Mayne Pharma if it believes that any of the dates in the Timetable are not achievable;

(n) **Compliance with laws**: do everything reasonably within its power to ensure that the Transaction is effected in accordance with the terms of this deed and applicable laws; and

(o) **Financing**:

(i) at all times between the date of this deed and 8:00am on the Second Court Date, ensure it has a reasonable basis to expect that it will have, and Gedeon Richter BidCo will have available to it, sufficient cash amounts from internal cash reserves to satisfy Gedeon Richter BidCo's obligations to provide the Scheme Consideration in accordance with its obligations under the Scheme and the Deed Poll; and

(ii) by 8:00am on the Second Court Date and on the Implementation Date, ensure Gedeon Richter BidCo has available to it on an unconditional basis sufficient cash amounts from internal cash reserves to satisfy Gedeon Richter BidCo's obligations to provide the Scheme Consideration in accordance with its obligations under the Scheme and the Deed Poll.

4.3 Mayne Pharma Convertible Securities

In order to satisfy the Condition in clause 3.1(j) Mayne Pharma must, unless otherwise agreed to in writing by Gedeon Richter:

(a) cause such number of outstanding Performance Rights and Restricted Stock Units as agreed with Gedeon Richter to vest in accordance with their terms;

(b) following the vesting of Performance Rights and Restricted Stock Units referred to in clause 4.3(a), cause such number of Mayne Pharma Shares as Fairly Disclosed to Gedeon Richter in the Disclosure Letter to be transferred or issued (as applicable) to the relevant former holders in sufficient time to allow the former holders of the relevant Performance Rights or Restricted Stock Units to share in the proceeds of the Scheme as a Scheme Shareholder;

(c) apply for any necessary waivers under the ASX Listing Rules; and

(d) take any action as Fairly Disclosed to Gedeon Richter in the Disclosure Letter as may be necessary to cancel any outstanding Mayne Pharma Convertible Securities

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which it does not deal with in accordance with clauses 4.3(a) or 4.3(b), with effect before the Record Date.

4.4 Scheme Booklet

(a) If Mayne Pharma and Gedeon Richter are unable to agree on the form or content of a particular part of the Scheme Booklet (other than the Independent Expert's Report), then:

(i) if the relevant part of the Scheme Booklet is Gedeon Richter Information, Mayne Pharma will make such amendments to that part of the Scheme Booklet as required by Gedeon Richter (acting reasonably and in good faith); and

(ii) in any other case, Mayne Pharma (acting reasonably and in good faith) will decide the form and content of that part of the Scheme Booklet.

(b) Mayne Pharma and Gedeon Richter agree that the Scheme Booklet will contain a responsibility statement to the effect that:

(i) Mayne Pharma is responsible for the Mayne Pharma Information contained in the Scheme Booklet, and none of Gedeon Richter or its Related Bodies Corporate or their respective directors, officers or employees assumes any responsibility or liability for the accuracy or completeness of the Mayne Pharma Information;

(ii) Gedeon Richter is responsible for the Gedeon Richter Information contained in the Scheme Booklet, and none of Mayne Pharma or its Related Bodies Corporate or their respective directors, officers or employees assumes any responsibility or liability for the accuracy or completeness of the Gedeon Richter Information; and

(iii) the Independent Expert is responsible for the Independent Expert's Report, and none of Gedeon Richter or its Related Bodies Corporate or their respective directors, officers or employees, nor Mayne Pharma or its Related Bodies Corporate or their respective directors, officers or employees, assumes any responsibility or liability for the accuracy or completeness of the Independent Expert's Report.

5 Conduct of business and transitional matters

5.1 Conduct of business

Subject to clause 5.2, from the date of this deed until the Implementation Date, Mayne Pharma must, and must procure that each other member of the Mayne Pharma Group does:

(a) conduct its business and operations in the ordinary course and in a manner substantially consistent with the conduct of its business and operations in the 12 months prior to the date of this deed;

(b) comply in all material respects with all applicable material authorisations, laws and regulations (including the ASX Listing Rules and antitrust and competition law);

(c) not enter into any material line of business in which the Mayne Pharma Group is not engaged as of the date of this deed;

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(d) use its reasonable endeavours to:

(i) comply in all material respects with all contracts or commitments under which the Mayne Pharma Group would receive revenue, or make expenditure, of more than USD 3 million per annum;

(ii) maintain (and if necessary, renew) each consent, registration, filing, contract, notice of non-objection, notarisation, certificate, licence, approval, permit, authority or exemption, that is material in each case, issued or granted by a Government Agency or relevant industry body;

(iii) preserve and maintain its relationships with all Government Agencies and all customers, suppliers, licensors, licensees, joint venturers and others with whom it has business dealings (to the extent within the Mayne Pharma Group's control);

(iv) maintain all the material assets of the Mayne Pharma Group in the ordinary course and consistent with its practice over the last 12 months prior to the date of this deed and maintain appropriate and adequate insurance in respect of each of those assets which are insurable in a manner consistent with past practice;

(v) take such efforts as may be agreed to by Gedeon Richter in writing from time to time to keep available the services of the current officers and employees of the Mayne Pharma Group;

(vi) not take any action that constitutes a Prescribed Occurrence; and

(vii) keep Gedeon Richter reasonably informed of any material developments concerning the conduct of its business (including in relation to the preparation and approval of any budget or business plan relating to the Mayne Pharma Group's businesses or operations);

(e) without limiting the foregoing, ensure no member of the Mayne Pharma Group:

(i) (**no material acquisitions and disposals**) acquires or disposes of (or agrees to acquire or dispose of) any securities, business, asset, entity or undertaking in a single or series of related transactions, the value of which exceeds USD 5 million individually or in the aggregate;

(ii) (**entry into material contracts**) enters into any agreement, contract or makes any commitment or any series of related contracts or commitments (other than under paragraph (iii) below) which requires expenditure or payments by the Mayne Pharma Group in any financial year in excess of USD 5 million, other than any payment required by law (other than in relation to the replacement of an existing agreement, contract or commitment, with the same counterparty and in relation to substantially the same matters, where the difference in annual revenue or expenditure each differ from the original agreement, contract or commitment by an amount less than USD 5 million);

(iii) (**capital commitments**) enters into any agreement, contract or commitment or any series of related contracts or commitments which, if completed, would result in a member of the Mayne Pharma Group incurring capital expenditure of more than USD 5 million (individually or in the aggregate);

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(iv) (**termination or variation of material contracts**) materially varies or terminates any agreement, contract or commitment or any series of related contracts or commitments under which the Mayne Pharma Group would receive revenue, or make expenditure, of more than USD 5 million in any financial year (other than in relation to the replacement of or an extension of an existing agreement, contract or commitment, with the same counterparty and in relation to substantially the same matters, where the difference in revenue or expenditure in any financial year each differ from the original agreement, contract or commitment by an amount less than USD 5 million);

(v) (**financial indebtedness**) incurs any financial indebtedness or issues any indebtedness or debt securities in excess of USD 2 million (individually or in the aggregate), plus, to the extent required to refinance the redemption of Mayne Pharma Convertible Notes (if not converted) only, a further USD 27.95 million, provided the permitted use of such facility is limited to this purpose;

(vi) (**existing employment arrangements**) materially alters, varies or amends any employment, consulting, severance or similar agreement or arrangement with one or more of its officers, employees, directors or senior executives, including:

(A) paying or agreeing to pay, any bonus, retention bonus, benefit or similar to any such person in connection with the Scheme or Transaction; or

(B) accelerating or otherwise materially increasing compensation or benefits for any such person,

in each case other than pursuant to contractual arrangements in effect on the date of this deed, ordinary course increases in compensation or benefits consistent with its practice over the last 12 months or Mayne Pharma's policies and guidelines in effect on the date of this deed as Fairly Disclosed in the Disclosure Materials or otherwise as separately agreed between the parties;

(vii) (**new employment agreements**) enters into any employment agreement or arrangement (including by way of promotion) (other than for the purposes of replacing an existing agreement or arrangement on a materially consistent basis or filling an open role, or making a promotion, as of the date of this deed that has been Fairly Disclosed in the Disclosure Materials) with an existing or potential officer, employee, director or senior executive in respect of whom the total fixed employment or engagement costs (including non-salary obligations) in respect of that person after the entry into such agreement or arrangement would exceed USD 200,000 per annum;

(viii) (**reorganisations and re-gradings**) undertakes any:

(A) workforce restructures or reorganisations (whether or not involving redundancies or other reductions in force); or

(B) re-gradings or reclassifications of employees other than consistent with its contractual obligations as at the date of this deed, its practice over the last 12 months or Mayne Pharma's policies and guidelines in effect on the date of this deed as Fairly Disclosed in the Disclosure Materials or as required by law;

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(ix) (**third party defaults**) waives any material third party default under any material agreement or contract to which it is party where the financial impact of the waiver on the Mayne Pharma Group will be in excess of USD 2 million (individually or in the aggregate);

(x) (**accounting policy**) materially changes any accounting policy applied by it to report its financial position other than any change in policy required by a change in law or accounting standards or the conventional interpretation of any of them;

(xi) (**third party guarantees**) guarantees or indemnifies the obligations of any person other than a member of the Mayne Pharma Group;

(xii) (**legal proceedings**)

(A) commences or settles any existing or new legal or administrative proceeding, claim, investigation or arbitration (**Proceeding**), including settling, offering to settle or admitting liability in connection with the Proceeding, where:

1. the claimed amount (in the case of the commencement of a new Proceeding) or settlement amount (in any case) of each Proceeding is in excess of the amount specified in the Disclosure Letter;

2. the aggregate settlement amount for all Proceedings (including Proceedings settled under clause 5.1(e)(xii)(A)(1)) exceeds USD 10 million payable by Mayne Pharma, other than as claimant in respect of the collection of debts arising in the ordinary course of the Mayne Pharma Group's business; or

3. such resolution or settlement involves future compliance and monitoring obligations or public reporting by any regulator that are substantially more onerous than those to which Mayne Pharma is currently subject; or

(B) subject to the restrictions in this clause 5, fails to enforce or maintain any material patents and applications therefor;

(xiii) (**tax claims**)

(A) settles or agrees to compromise any material tax claims, liabilities or disputes in relation to tax, where the financial impact on the Mayne Pharma Group of such settlement, compromise or concession will be in excess of USD 2 million (individually or in the aggregate) or where the impact on the amount of tax losses is in excess of USD 2 million; or

(B) makes any tax election, or amends a previously lodged tax return or filing, unless done in the ordinary course of business and consistent with past practices;

(xiv) (**corporate restructures**) enters into or implements any intra-group restructuring, reorganisation, transfer of assets, businesses or liabilities, or any other intra-group transaction, which (in relation to any of the foregoing) is out of the ordinary course of business and will, or ought reasonably to be

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expected to, affect the legal, tax, financial or operational structure of the Mayne Pharma Group; or

(xv) (**agree**) agrees to do any of the matters set out above.

5.2 Permitted Conduct

(a) Nothing in clause 5.1 restricts any member of the Mayne Pharma Group from doing or not doing (or agreeing to do or not do) anything which:

(i) is required by any applicable law or Government Agency (including any administrative orders or guidance);

(ii) is required or expressly permitted by this deed or the Scheme;

(iii) is required to obtain or maintain insurances for the Mayne Pharma Group (or any member thereof) or the business conducted by the Mayne Pharma Group (or any member thereof) required by clause 5.1(d)(iv);

(iv) in the reasonable opinion of a member of the Mayne Pharma Group, is a necessary and prudent response to any emergency or disaster (including a situation giving rise to a risk of personal injury or damage to property);

(v) has been Fairly Disclosed in the Disclosure Materials or Public Information;

(vi) relates to payment of any Transaction costs and expenses reasonably incurred by Mayne Pharma including fees payable to external advisers of Mayne Pharma and costs of D&O insurance under clause 5.9;

(vii) (other than in relation to a matter specified in clause 5.1(e)(xii)) Mayne Pharma reasonably believes necessary in order to continue to progress, settle, assert appeal rights or otherwise take steps necessary or desirable in connection with litigation Fairly Disclosed in the Disclosure Material or Public Information, including costs and expenses incurred by Mayne Pharma and including making amendments to the pleadings and any further applications to court for separate questions, to the extent consented to, or deemed to have been consented to, by Gedeon Richter under clause 5.2(b);

(viii) is reasonably necessary or desirable to exercise any right under, or perform any obligation under, the International Business Divestment Documents in accordance with the International Business Divestment Documents (including in compliance with clause 5.3); or

(ix) has been consented to in writing by Gedeon Richter (such consent not to be unreasonably withheld or delayed).

For the avoidance of doubt, nothing in clause 5.2(a) restricts the ability of Mayne Pharma to respond to a Competing Proposal in accordance with clause 7.

(b) If Mayne Pharma requests Gedeon Richter's consent for the purposes of clause 5.2(a)(ix) and Gedeon Richter does not notify Mayne Pharma that it does not consent in writing within 3 Business Days of the request being made, then Gedeon Richter will be deemed to have consented to the relevant matters the subject of the request.

(c) The parties agree that:

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(i) if the Scheme is not implemented within 6 months of the date of this deed (where a Regulatory Approval remained outstanding on the date 6 months after the date of this deed and the dominant cause of the Regulatory Approval remaining outstanding at that time was a breach by Gedeon Richter of its obligations under clauses 3.2, 3.3, 3.4 or 3.5); or

(ii) if the Scheme is not implemented within 8 months of the date of this deed,

each of the financial thresholds in clause 5.1 will be adjusted as follows:

(iii) Clause 5.1(d)(i) (compliance with contracts) – increased from USD 3 million to USD 5 million;

(iv) Clause 5.1(e)(i) (no material acquisitions or disposals) – increased from USD 5 million to USD 20 million;

(v) Clause 5.1(e)(ii) (entry into material contracts) – increased from USD 5 million to USD 10 million;

(vi) Clause 5.1(e)(iii) (capital commitments) – increased from USD 5 million to USD 10 million;

(vii) Clause 5.1(e)(iv) (termination or variation of material contracts) – increased from USD 5 million to USD 10 million;

(viii) Clause 5.1(e)(v) (financial indebtedness) – increased from USD 2 million in respect of financial indebtedness (excluding the Mayne Pharma Convertible Notes) to USD 10 million;

(ix) Clause 5.1(e)(vii) (new employment agreement) – increased from USD 200,000 to USD 300,000;

(x) Clause 5.1(e)(ix) (third party defaults) – increased from USD 2 million to USD 5 million;

(xi) Clause 5.1(e)(xii)(A)1 (legal proceedings) – increased as set out in the Disclosure Letter; and

(xii) Clause 5.1(e)(xiii) (tax claims) – increased from USD 2 million to USD 5 million.

5.3 International Business Divestment

Without limiting clauses 3.2 and 5.1, Mayne Pharma must, and must procure that each other member of the Mayne Pharma Group (as applicable) does:

(a) comply in all material respects with the International Business Divestment Documents and use its best endeavours to complete the International Business Divestment in accordance with the terms of the International Business Divestment Documents and otherwise as soon as practicable;

(b) not terminate, rescind or repudiate any International Business Divestment Documents;

(c) not amend or agree to amend, in any material respect, any International Business Divestment Document, nor waive or elect not to enforce any material right under the International Business Divestment Documents, without Gedeon Richter's prior

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written consent (not to be unreasonably withheld or delayed), if such amendment, waiver or election would:

(i) reduce in aggregate the price, cash return or other consideration payable to the Ongoing Mayne Pharma Group under the International Business Divestment Documents; or

(ii) otherwise be materially adverse to the Ongoing Mayne Pharma Group in its capacity as seller or service provider or recipient under the International Business Divestment Documents; and

(d) consult with Gedeon Richter on a regular and ongoing basis regarding material aspects of the International Business Divestment and consider in good faith any reasonable comments provided by Gedeon Richter.

5.4 Access

(a) Subject to clause 5.4(c), from the date of this deed until the Implementation Date, Mayne Pharma must use reasonable endeavours to procure that, subject to Gedeon Richter providing reasonable notice, Gedeon Richter is provided with reasonable access during normal business hours to information and the Mayne Pharma Deal Team where Gedeon Richter reasonably requests such access for the sole purposes of:

(i) facilitating the performance of its obligations under this deed and the Deed Poll, including in relation to the satisfaction of the Conditions for which it is responsible and the collation and provision of the Gedeon Richter Information;

(ii) understanding the legal and beneficial ownership of Mayne Pharma Shares, and the canvassing of Mayne Pharma Shareholders in relation to the Scheme;

(iii) facilitating Gedeon Richter to develop plans for Mayne Pharma's operations and business following implementation of the Scheme; or

(iv) any other purpose agreed with Mayne Pharma in writing.

(b) Subject to clause 5.4(c)(iii), from the date of this deed until the Implementation Date, Mayne Pharma must provide Gedeon Richter with:

(i) to the extent not already provided through the Integration Committee, regular (no less than monthly) updates, on:

(A) the status and progress of the Proceedings to which any member of the Mayne Pharma Group is a party or in which it is otherwise interested. Unless the parties otherwise agree, the updates must be to a level of detail (and in such combination of forms) equivalent to that provided by Mayne Pharma to Gedeon Richter as part of Gedeon Richter's due diligence activities in connection with its entry into this deed; and

(B) any changes to the composition and structure of the Mayne Pharma Group's workforce (including in relation to remuneration and incentivisation); and

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(ii) the following, at the same time that they are delivered to their respective principal audiences:

(A) all monthly financial reports provided to the Mayne Pharma Board in the form which is ordinarily used, including the Mayne Pharma Group's monthly management accounts (which monthly management accounts must include a balance sheet and profit and loss statement);

(B) any other regular reports on the financial affairs of the Mayne Pharma Group provided to the Mayne Pharma Board in the form which is ordinarily used by Mayne Pharma; and

(C) a copy of all material correspondence received from, or provided or proposed to be provided to, any Government Agency.

(c) Mayne Pharma will not be required to provide:

(i) access under clause 5.4(a) to the extent that doing so would cause unreasonable disruption to the Mayne Pharma Group's business (including where requests are made on unreasonable notice);

(ii) any information under clauses 5.4(a) or 5.4(b) that Mayne Pharma reasonably considers to be competitively sensitive, other than through a clean team arrangement (including on an external counsel only basis) on terms agreed between the parties (acting reasonably) and consistent with applicable antitrust and competition law;

(iii) access or information under clauses 5.4(a) or 5.4(b) to the extent that, in the reasonable opinion of Mayne Pharma, doing so would:

(A) result in any member of the Mayne Pharma Group breaching any applicable law, requirement of any Government Agency, any obligation of confidentiality owed to a Third Party (provided that the Mayne Pharma Group has used all reasonable endeavours to obtain any appropriate waivers or consents to such disclosure) or the Protocols; or

(B) jeopardise any attorney-client, work product or other legal privilege (where such privilege cannot reasonably be preserved).

(d) Nothing in clauses 5.4(a) or 5.4(b) requires Mayne Pharma to provide any information concerning its directors' and management's consideration of the Scheme or any Competing Proposal.

(e) Any information provided by Mayne Pharma pursuant to clause 5.4(a) or 5.4(b) will be subject to the Confidentiality Deed.

5.5 Material Consents

(a) As soon as practicable following the date of this deed, Mayne Pharma and Gedeon Richter will use best endeavours to agree a proposed approach (which, among other things, will have due regard to applicable legal restrictions and obligations) to obtaining each Material Consent and making each other US State License Notification.

(b) Each party must not, and must procure that its Related Bodies Corporate and Representatives do not, contact or hold discussions with any party from whom a

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Material Contractual Consent is required without the prior written consent of the other party in relation to obtaining a Material Contractual Consent for the purposes of the Scheme and expressly excluding communications that are required to be made by Mayne Pharma with its counterparties to material contracts in the ordinary course of business.

(c) Each party must cooperate with one another:

(i) and use its reasonable endeavours to obtain each Material Contractual Consent as soon as practicable;

(ii) and use its best endeavours to obtain each US State License Approval as soon as practicable and having regard to the timing required by law for the making of an application for or notification in respect of a US State License Approval; and

in accordance with the agreed approach to obtaining the Material Consents.

(d) Notwithstanding any other provision of this deed, the mere failure to obtain any Material Consent or make any US State License Notification will not constitute or contribute to a breach of this deed by either party nor a breach of any Condition or otherwise prevent the implementation of the Scheme.

(e) Subject to clause 5.5(c), each party must take, and must procure that its Related Bodies Corporate take, all actions reasonably necessary to satisfy the reasonable requirements of any party from whom a Material Consent is to be obtained under clause 5.5(c), including in relation to the provision of information and, in the case of Gedeon Richter, entering into or providing any parent guarantees, bank guarantees and/or other forms of guarantee or security, as may be reasonably required by such party (in each case, subject to the implementation of the Scheme).

5.6 Integration Committee

(a) On and from the date of this deed, Gedeon Richter and Mayne Pharma agree to establish a committee (the **Integration Committee**) initially comprising two nominated representatives of Gedeon Richter and Mayne Pharma respectively.

(b) The role of the Integration Committee will be to act as a forum of discussion and planning in respect of:

(i) the implementation of the Scheme;

(ii) subject to applicable antitrust and competition law and the Protocols after consultation with antitrust counsel, matters in relation to:

(A) the transition of the operations and businesses of the Mayne Pharma Group to the Gedeon Richter Group following the implementation of the Scheme, including, but not limited to, employees' retention and incentivisation, stakeholder engagement and communication, consolidation of operations, functions and processes; and

(B) the separation of the International Business from the Mayne Pharma Group through the International Business Divestment, including any transitional services, separation arrangements and other matters arising under clause 5.3; and

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(iii) the process for obtaining consents and confirmations contemplated in clause 5.5.

(c) The Integration Committee will use reasonable endeavours to meet weekly but must meet at least fortnightly until the Scheme Booklet is lodged with ASIC and thereafter on a weekly basis until the Implementation Date (or on such other timeframes as Gedeon Richter and Mayne Pharma may agree in writing).

(d) Meetings of the Integration Committee may be held via telephone, video conference or other forms of technology that provide representatives of the Integration Committee with a reasonable opportunity to participate.

(e) Members of the Integration Committee may agree to invite other persons to attend meetings of the Integration Committee from time to time.

(f) Each of Gedeon Richter and Mayne Pharma acknowledges and agrees that:

(i) the Integration Committee is only a discussion and planning forum that will make recommendations to the parties but not decision-making, and a representative of a party to the Integration Committee has no power to bind the other party or to give any consent, approval or waiver on behalf of such other party;

(ii) nothing in this deed (including this clause 5.6) is intended to create a relationship of partnership, joint venture or similar relationship between the parties or requires a party to act at the direction of the other party or to take any action that would reasonably be expected to conflict with or violate any applicable law or regulation, the constituent documents of such party or the Protocols;

(iii) the respective businesses of the Gedeon Richter Group and the Mayne Pharma Group are to continue to operate independently until (and subject to) the implementation of the Scheme;

(iv) no matters may be discussed at the Integration Committee which could give rise to potential breach of any applicable law or regulation by any member of the Gedeon Richter Group or any member of the Mayne Pharma Group (including antitrust or competition law), or the Protocols, and any member of the Integration Committee may decline to discuss any matter on the basis of any such concern; and

(v) without limiting clauses 5.6(f)(i) to 5.6(f)(iv), nothing in this clause 5.6 will require either party to provide, or procure the provision of, any information which:

(A) would constitute a breach, or would be reasonably likely to result in a breach, of any applicable antitrust or competition law or the Protocols; or

(B) would compromise legal privilege (where legal privilege cannot reasonably be preserved) with respect to any Proceeding.

5.7 Resignation of directors

(a) Subject to implementation of the Scheme in accordance with its terms including Gedeon Richter BidCo having paid or procured the payment of the Scheme

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Consideration, Mayne Pharma must procure that, with effect on and from the Implementation Date:

(i) those persons nominated by Gedeon Richter are appointed to the Mayne Pharma Board and/or the boards of other members of the Mayne Pharma Group, subject to:

(A) such persons having duly signed consents to act as a director of the relevant member(s) of the Mayne Pharma Group; and

(B) such consents to act having been provided to Mayne Pharma before the Implementation Date; and

(ii) those persons nominated by Gedeon Richter resign as directors of Mayne Pharma and/or other members of the Mayne Pharma Group.

(b) Any nomination by Gedeon Richter under clause 5.7(a)(i) or 5.7(a)(ii) must be made by written notice to Mayne Pharma, and such notice must be given at least three Business Days before the Implementation Date.

(c) Nothing in clause 5.7(a) requires any director of a member of the Mayne Pharma Group to forgo any rights he or she may have under any existing deed of access and indemnity or policy of directors and officers' insurance or that is placed in accordance with clause 5.9.

5.8 Deeds of indemnity and insurance

(a) Subject to the Scheme becoming Effective, Gedeon Richter undertakes in favour of Mayne Pharma and each other person who is a Mayne Pharma Indemnified Party that it will:

(i) procure that Mayne Pharma and each member of the Mayne Pharma Group complies with any deeds of indemnity, access and insurance entered into by them in favour of their respective directors and officers from time to time, including to do all things reasonably necessary to ensure that directors' and officers' run-off insurance cover for such directors and officers obtained in accordance with clause 5.9 is maintained (and Mayne Pharma may, at its election, pay any reasonable amounts necessary to ensure such maintenance upfront and prior to the implementation of the Scheme); and

(ii) ensure that the constitutions of Mayne Pharma and each other member of the Mayne Pharma Group continue to contain rules which are no less favourable overall than the rules contained in those constitutions at the date of this deed that provide for each company to indemnify each of its current and previous directors and officers against any liability incurred by that person in his or her capacity as a director or officer of the company to any person other than a member of the Mayne Pharma Group.

(b) The undertakings contained in clause 5.8(a) are subject to any restriction in the Corporations Act or any other applicable law and will be read down accordingly.

(c) Mayne Pharma receives and holds the benefit of clause 5.8(a) to the extent it relates to the other Mayne Pharma Indemnified Parties as trustee for them.

(d) The undertakings contained in clause 5.8(a) are given until the earlier of the date 7 years after the Implementation Date and the date that the relevant member of the Mayne Pharma Group ceases to be part of the Mayne Pharma Group.

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5.9 D&O insurance

Each party acknowledges that, notwithstanding any other provision of this deed, Mayne Pharma may, prior to the Implementation Date, enter into arrangements to secure and place a directors' and officers' run-off insurance policy (**D&O Policy**) in respect of any current or former director or officer of any member of the Mayne Pharma Group that applies for no less than a 7 year period following the Implementation Date, provided that:

(a) Mayne Pharma uses all reasonable endeavours to place the D&O Policy on reasonable commercial terms from a reputable insurer;

(b) Mayne Pharma keeps Gedeon Richter promptly and reasonably informed of progress in relation to the D&O Policy and provides Gedeon Richter with all information reasonably requested by Gedeon Richter in connection with placing, or progress, of the D&O Policy;

(c) Mayne Pharma consults with Gedeon Richter in advance in relation to the progress of obtaining, and all material communications with potential providers regarding, the D&O Policy; and

(d) the scope and amount of the cover of the D&O Policy is on the same terms, or terms that are no more favourable than the existing insurance policies in place for the directors and officers of Mayne Pharma as at the date of this deed and the total premium for the D&O Policy does not exceed $7 million.

5.10 W&I Deed and W&I Insurance Policy

(a) Mayne Pharma acknowledges and agrees that, during the period commencing on the date of this deed and ending 40 Business Days after the date of this deed, Mayne Pharma must:

(i) negotiate in good faith with Gedeon Richter and use all reasonable endeavours to enter into the W&I Deed with a member of the Gedeon Richter Group as soon as practicable after the date of this deed, on terms reasonably acceptable to both Gedeon Richter and Mayne Pharma; and

(ii) without limiting clause 5.4, cooperate with Gedeon Richter and provide all assistance reasonably requested by Gedeon Richter in connection with the W&I Insurance Policy and its issue to a member of the Gedeon Richter Group, including:

(A) promptly providing Gedeon Richter and its Representatives with such documents and information relating to Mayne Pharma, the Mayne Pharma Shareholders and the business, operations, employees and assets of the Mayne Pharma Group as are reasonably requested for the purposes of assisting Gedeon Richter and its Representatives to obtain the W&I Insurance Policy, including any information or documents requested by or on behalf of any relevant insurer or underwriter for the purposes of the underwriting of the W&I Insurance Policy;

(B) promptly responding to requests for information made by or on behalf of any relevant broker, insurer or underwriter in connection with Gedeon Richter obtaining the W&I Insurance Policy and procuring its issue to Gedeon Richter or another member of the Gedeon Richter Group; and

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(C) doing all other things reasonably requested by Gedeon Richter or any relevant broker, insurer or underwriter that are necessary or reasonably required in connection with the W&I Insurance Policy and its issue to a member of the Gedeon Richter Group.

(b) Gedeon Richter acknowledges and agrees that:

(i) all costs payable to any insurer or broker in connection with the W&I Insurance Policy (including the premium, premium taxes, fees, charges and brokerage) will be paid by Gedeon Richter; and

(ii) nothing in this clause 5.10 requires Mayne Pharma to incur any out-of-pocket costs in connection with the W&I Deed or the W&I Insurance Policy (other than legal advisory costs) unless Gedeon Richter has agreed to reimburse, or pay for, those costs.

(c) Without limiting clause 11.1(b) and otherwise provided that Mayne Pharma has complied with this clause 5.10:

(i) the failure by Mayne Pharma to enter into the W&I Deed will not, by itself, constitute a breach of this deed by Mayne Pharma nor a breach of any Condition; and

(ii) any such failure, together with any consequences that arise, will be disregarded when assessing the operation of any other provision of this deed.

6 Public Announcements

6.1 Announcements of the Transaction

Immediately after the execution of this deed by both parties, Mayne Pharma and Gedeon Richter must each issue a public announcement in a form previously agreed to in writing between the parties.

6.2 Other public announcements

No party may make any public announcement in connection with the Transaction other than:

(a) as agreed between the parties; or

(b) as required by law or the rules of any securities exchange on which the party or any of its Related Bodies Corporate are listed.

7 Exclusivity

7.1 No current discussions regarding a Competing Proposal

Mayne Pharma represents and warrants that, as at the date of this deed, neither it nor any of its Representatives is in any negotiations or discussions in respect of any Competing Proposal with any Third Party, and that it, and each of its Representatives, has ceased any existing negotiations or discussions with any person in respect of any actual, proposed or potential Competing Proposal.

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7.2 No shop

During the Exclusivity Period, Mayne Pharma must not, and must ensure that each other member of the Mayne Pharma Group and each of their respective Representatives does not, directly or indirectly:

(a) solicit, encourage, initiate or invite (including by the provision of non-public information to any third party) any enquiries, expressions of interest, offers, discussions or negotiations in relation to, or which may reasonably be expected to encourage or lead to the making of, or with a view to obtaining, an actual, proposed or potential Competing Proposal; or

(b) communicate to any person any intention to do any of the things referred to in clause 7.2(a).

7.3 No talk

Subject to clause 7.6, during the Exclusivity Period, Mayne Pharma must not, and must ensure that each other member of the Mayne Pharma Group and each of their respective Representatives does not, indirectly or directly:

(a) negotiate, accept or enter into any agreement, arrangement or understanding; or

(b) facilitate, participate in or continue any negotiations or discussions; or

(c) offer or agree to do anything referred to in paragraphs (a) or (b),

with any Third Party in relation to, or that may reasonably be expected to lead to, an actual, proposed or potential Competing Proposal, regardless of whether that Competing Proposal was directly or indirectly solicited, invited, encouraged or initiated by Mayne Pharma or any of its Representatives or has been publicly announced.

7.4 No due diligence

(a) Subject to clause 7.6, during the Exclusivity Period, Mayne Pharma must not, and must ensure that each other member of the Mayne Pharma Group and each of their respective Representatives does not, directly or indirectly:

(i) permit any person (other than Gedeon Richter or any of its Representatives) to undertake due diligence investigations in respect of the Mayne Pharma Group or any of its businesses or operations; or

(ii) make available to any person (other than Gedeon Richter or any of its Representatives) or permit any such person to receive any non-public information relating to the Mayne Pharma Group or any of its businesses or operations,

in connection with, with a view to obtaining, or which would reasonably be expected to encourage or lead to:

(iii) the formulation, development, finalisation, receipt or announcement of any actual, proposed or potential Competing Proposal; or

(iv) the person otherwise acquiring an interest in Mayne Pharma that could, directly or indirectly, result in the Transaction not being capable of implementation in the manner contemplated by the parties or either of

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Mayne Pharma or Gedeon Richter deciding not to proceed with the Transaction,

(including, without limitation, providing such information for the purposes of the conduct of due diligence investigations in respect of Mayne Pharma or any of its Representatives) whether by that person or another person.

(b) If any non-public information is proposed to be provided to a Third Party in reliance on clause 7.6, Mayne Pharma:

(i) must, before providing or otherwise making that information available to the Third Party or its Representatives, enter into a confidentiality agreement with the Third Party containing standstill obligations on terms no more favourable to the Third Party than those applying to Gedeon Richter under the Confidentiality Deed; and

(ii) must not amend, release or waive any such standstill obligations without Gedeon Richter's prior written consent.

(c) Nothing in clauses 7.2, 7.3 or 7.4 prevents or restricts Mayne Pharma, the Mayne Pharma Group or any of their respective Representatives from responding to a Third Party in respect of an enquiry, expression of interest, offer or proposal by that Third Party to make, or which may reasonably be expected to encourage or lead to the making of, an actual, proposed or potential Competing Proposal, provided the response is to merely (A) acknowledge receipt and/or (B) advise that Third Party that Mayne Pharma is bound by clauses 7.2, 7.3 and 7.4 and is only able to engage in negotiations, discussions or other communications if the fiduciary out in clause 7.6 applies.

7.5 Notification obligation

(a) During the Exclusivity Period, Mayne Pharma must, as soon as reasonably practicable, but in any event no later than 36 hours after becoming aware of such matter, notify Gedeon Richter in writing if the Mayne Pharma Group or any of its Representatives become aware of any:

(i) receipt of any Competing Proposal after the date of this deed by Mayne Pharma or any of its Representatives;

(ii) approach, inquiry or request to initiate any negotiations or discussions with Mayne Pharma or any of its Representatives in relation to, or that could reasonably be expected to become, any Competing Proposal;

(iii) provision by Mayne Pharma or any of its Representatives of any non-public information relating to the Mayne Pharma Group to any Third Party in relation to any Competing Proposal; or

(iv) any breach of this clause 7.

(b) Subject to clause 7.6, a notification given under clause 7.5(a) must include all material details of the relevant matter known to Mayne Pharma, including (if applicable):

(i) the identity of the person making or proposing the Competing Proposal; and

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(ii) the material terms and conditions (including price, conditions precedent, timetable and break or reimbursement fee or any other similar terms) of the Competing Proposal.

7.6 Fiduciary exception

Clauses 7.3, 7.4 and 7.5(b) do not apply to the extent that they restrict Mayne Pharma or the Mayne Pharma Board from taking or refusing to take any action with respect to a genuine Competing Proposal (in relation to which there has been no contravention of clause 7.2) provided that the Mayne Pharma Board has determined, in good faith after:

(a) consultation with its legal and financial advisers, that the Competing Proposal is, or could reasonably be expected to become, a Superior Proposal; and

(b) receiving written legal advice from its external legal advisers experienced in transactions of this nature,

that compliance with clauses 7.3, 7.4 and 7.5(b), as the case may be, would, or would be reasonably likely to, constitute a breach of the fiduciary or statutory obligations of the members of the Mayne Pharma Board.

7.7 Matching right

(a) Without limiting clauses 7.2 to 7.5, during the Exclusivity Period, Mayne Pharma:

(i) must not, and must procure that each member of the Mayne Pharma Group does not, enter into any agreement, arrangement or understanding under which Mayne Pharma or another member of the Mayne Pharma Group proposes to undertake or implement or otherwise give effect to an actual, proposed or potential Competing Proposal (but for the avoidance of doubt, this does not include Mayne Pharma entering into a confidentiality agreement or like agreement that only provides for the provision of information, conduct of due diligence, standstill obligations and other matters customarily found in confidentiality agreements in similar contexts to the Transaction); and

(ii) must use its best endeavours to ensure that none of the Mayne Pharma Directors withdraws or adversely modifies or qualifies their support of the Scheme, their Recommendation or their Voting Intention Statement, or otherwise publicly recommends, supports or endorses a Competing Proposal or makes any public statement to the effect that they may do any of the foregoing, unless:

(A) the Mayne Pharma Board has determined, acting in good faith and in order to satisfy what they consider to be the fiduciary or statutory duties of the members of the Mayne Pharma Board, after consultation with its financial adviser (and having received written legal advice from its external legal advisers), that the Competing Proposal constitutes a Superior Proposal;

(B) Mayne Pharma has provided Gedeon Richter with the material details of the Competing Proposal, which will include all of the information referred to in clause 7.5(b) (regardless of whether clause 7.6 applied in relation to clause 7.5(b)) and the material terms of any agreements proposed to be executed by a member of the Mayne Pharma Group and a Third Party to give effect to the Competing Proposal (in each case, to the extent known by Mayne Pharma);

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(C) Mayne Pharma has given Gedeon Richter at least five Business Days after the date of the provision of the information referred to in clause 7.7(a)(ii)(B) to announce or provide a counterproposal (which may include amendments to the terms of the Scheme or alternative transaction structures) to the actual, proposed or potential Competing Proposal (**Gedeon Richter Counterproposal**); and

(D) either: (1) Gedeon Richter has not provided to Mayne Pharma a Gedeon Richter Counterproposal by the expiry of the five Business Day period in clause 7.7(a)(ii)(C); or (2) the Mayne Pharma Board, acting in good faith, determines that a Gedeon Richter Counterproposal would not produce an equivalent or superior outcome for Mayne Pharma Shareholders compared to the outcome that would be produced by the Competing Proposal (following the procedural requirements specified in, and having regard to the considerations specified in, the definition of 'Superior Proposal' in Schedule 1).

(b) If the Mayne Pharma Board, acting in good faith, determines that a Gedeon Richter Counterproposal would produce an equivalent or superior outcome for Mayne Pharma Shareholders compared to the outcome that would be produced by the Competing Proposal, then:

(i) Mayne Pharma and Gedeon Richter must each use reasonable endeavours to agree the transaction documentation required to implement the Gedeon Richter Counterproposal as soon as reasonably practicable; and

(ii) Mayne Pharma must procure that each Mayne Pharma Director continues to recommend the Transaction (as modified or replaced by the Gedeon Richter Counterproposal) to Mayne Pharma Shareholders.

(c) For the purposes of this clause 7.7:

(i) each successive material modification of any actual, proposed or potential Competing Proposal; or

(ii) the provision by Mayne Pharma of any new details in respect of any actual, proposed or potential Competing Proposal under clause 7.7(a)(ii)(B) which has not previously been provided to Gedeon Richter,

will constitute a new actual, proposed or potential Competing Proposal, and the procedures set out in this clause 7.7 must be re-complied with prior to any member of the Mayne Pharma Group entering into any agreement, arrangement or understanding of the type referred to in clause 7.7(a)(i) in respect of such actual, proposed or potential Competing Proposal (provided that after the first five Business Day period in clause 7.7(a)(ii)(C), subsequent periods under that clause will be three Business Days).

(d) Despite any other provision in this deed, any public announcement or other statement by Mayne Pharma, the Mayne Pharma Board or any Mayne Pharma Director to the effect that:

(i) the Mayne Pharma Board has determined that a Competing Proposal is a Superior Proposal and has commenced the matching right process set out in this clause 7.7; or

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(ii) the Mayne Pharma Shareholders should take no action pending the completion of the matching right process set out in this clause 7.7,

does not of itself:

(iii) constitute a failure to make, or an adverse change, withdrawal, adverse modification or adverse qualification of, a recommendation that Mayne Pharma Shareholders vote in favour of the Scheme or an endorsement of a Competing Proposal;

(iv) contravene clause 2.3 or any other provision of this deed;

(v) give rise to an obligation to pay the Break Fee under clause 8.2; or

(vi) give rise to a termination right under clause 11 or any other provision of this deed.

7.8 Normal provision of information

Nothing in this clause 7 prevents Mayne Pharma from:

(a) providing information to its Representatives;

(b) providing information to any Government Agency;

(c) taking any action reasonably necessary to comply with its obligations under the International Business Divestment Documents;

(d) providing information to its auditors, customers, financiers, joint venturers and suppliers acting in that capacity in the ordinary course of business;

(e) engaging with Mayne Pharma Shareholders (in their capacity as a shareholder), in the ordinary course and consistent with past practice, provided such engagement does not relate to Mayne Pharma soliciting, encouraging, initiating or inviting an actual, proposed or potential Competing Proposal;

(f) providing information required to be provided by law, including to satisfy its obligations of disclosure under the ASX Listing Rules or to any Government Agency;

(g) making presentations or providing information to brokers, portfolio investors, joint venture partners or potential joint venture partners, analysts and other third parties in the ordinary course of business; or

(h) promoting the merits of the Transaction.

8 Break Fee and Reverse Break Fee

8.1 Background

This clause 8 has been agreed to in circumstances where:

(a) each party believes it and its shareholders will derive significant benefits from the implementation of the Scheme;

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(b) each party has incurred and will further incur significant costs in connection with the Scheme, which will include significant opportunity costs if the Scheme is not implemented;

(c) each party has requested that provision be made for the payment outlined in clause 8.2 or 8.3 (as applicable), and would not have entered into this deed had such provision not been made;

(d) the Mayne Pharma Board believes that it is reasonable and appropriate to agree to pay the Break Fee to secure Gedeon Richter's entry into this deed;

(e) each of Mayne Pharma and Gedeon Richter believes that:

(i) the Break Fee represents a genuine and reasonable estimate of costs and expenses (as further described in clause 8.4) that would be incurred by the Gedeon Richter Group if the Scheme is not implemented; and

(ii) the Reverse Break Fee represents a genuine and reasonable estimate of costs and expenses (as further described in clause 8.4) that would be incurred by Mayne Pharma if the Scheme is not implemented; and

(f) each party has received separate legal advice in relation to this deed and the operation of this clause 8.

8.2 Payment of Break Fee

Subject to clauses 8.5 and 8.6 and provided that Mayne Pharma is not entitled to terminate this deed in accordance with clauses 11.1(b) or 11.1(c) at the time of the relevant event, Mayne Pharma must pay Gedeon Richter the Break Fee, without set-off or withholding and within 10 Business Days after receipt of a written demand from Gedeon Richter, if any of the following events occur:

(a) before the Second Court Date, a Mayne Pharma Director:

(i) publicly changes or withdraws his or her Recommendation or Voting Intention Statement; or

(ii) publicly recommends a Competing Proposal;

and Gedeon Richter validly terminates this deed in accordance with clause 11, other than where the Independent Expert has concluded that the Scheme is not or is no longer in the best interests of Mayne Pharma Shareholders (and such conclusion is unrelated to any Competing Proposal);

(b) Gedeon Richter validly terminates this deed:

(i) in accordance with clause 11.1(b) or 11.1(c);

(ii) due to the actual or anticipated breach or non-fulfilment of the Condition in:

(A) clause 3.1(g) (No Prescribed Occurrence) where such actual or anticipated breach or non-fulfilment was within the reasonable control of Mayne Pharma, and the Prescribed Occurrence concerned was specified in a paragraph of Schedule 4 other than paragraphs (c), (e), (g), (h), or (k) to (s);

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(B) clause 3.1(i) (International Business Divestment) where such actual or anticipated breach or non-fulfilment was a consequence of a default under, breach of, or repudiation of, any International Business Divestment Document by any member of the Mayne Pharma Group; and

(C) clause 3.1(j) (Mayne Pharma Convertible Securities); or

(c) during the Exclusivity Period, a Competing Proposal is publicly announced by a Third Party and, within 12 months after such announcement, the Third Party completes in all material respects a transaction that would constitute a Competing Proposal if paragraph (a) of the definition of 'Competing Proposal' in Schedule 1 used a 50% threshold (rather than 20%).

8.3 Payment of Reverse Break Fee

Subject to clause 8.6, Gedeon Richter must pay Mayne Pharma the Reverse Break Fee, without set-off or withholding and within 10 Business Days after receipt of a written demand from Mayne Pharma, if any of the following events occur:

(a) the Condition in relation to any Regulatory Approval is not satisfied in accordance with its terms or becomes incapable of being satisfied in accordance with its terms, where the dominant cause of such non-satisfaction was a breach by Gedeon Richter of its obligations under clauses 3.2, 3.3, 3.4 or 3.5; or

(b) Mayne Pharma terminates this deed in accordance with clause 11.1(b) or 11.1(c); or

(c) the Scheme becomes Effective but Gedeon Richter BidCo does not pay, or Gedeon Richter does not procure the payment of, the Scheme Consideration in accordance with this deed and the Deed Poll.

8.4 Nature of payment

The payment by a party under clauses 8.2 or 8.3 is an amount to compensate the other party for the following costs and expenses:

(a) external advisory costs (excluding success fees);

(b) internal costs such as costs of management and directors' time, risk management costs and capital costs;

(c) out-of-pocket expenses; and

(d) opportunity costs incurred in pursuing the Transaction or in not pursuing other alternative acquisitions or strategic initiatives which otherwise could have been developed.

8.5 Qualifications to Break Fee

(a) No amount is payable by Mayne Pharma under this clause 8 if the Scheme becomes Effective.

(b) This clause 8 imposes obligations on Mayne Pharma only to the extent that the performance of those obligations:

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(i) does not constitute unacceptable circumstances as declared by the Takeovers Panel;

(ii) does not breach the fiduciary or statutory duties of any Mayne Pharma Director; or

(iii) is not otherwise unlawful or held to be unenforceable by a court.

(c) If the Break Fee has been paid by Mayne Pharma and clause 8.5(a) or 8.5(b) applies, Gedeon Richter must reimburse all or the relevant part of the Break Fee (as the case may be) within 10 Business Days after receipt of a written demand for reimbursement from Mayne Pharma.

8.6 Other claims

(a) Subject to clauses 8.6(b) and 8.6(e), but notwithstanding any other provision of this deed:

(i) the maximum aggregate amount which Mayne Pharma may be required to pay in relation to this deed (including any breach of this deed by Mayne Pharma) is the Break Fee, and in no event will the aggregate liability of Mayne Pharma under or in connection with this deed exceed the Break Fee; and

(ii) where the Break Fee is paid to Gedeon Richter in accordance with clause 8.2, neither Gedeon Richter nor any of its Related Bodies Corporate may make any claim (of whatsoever nature) against Mayne Pharma or any other Mayne Pharma Indemnified Party under or in connection with this deed.

(b) Clause 8.6(a) does not apply in respect of any fraud or wilful or intentional breach of this deed by Mayne Pharma. Nothing in this deed, including this clause 8, will limit the right of Gedeon Richter or Gedeon Richter BidCo to recover damages (whether for their own benefit or on behalf of a person for whom either of them holds rights on trust under this deed) for any fraud or wilful or intentional breach of any provision of this deed by Mayne Pharma, or otherwise limit any other remedy available to Gedeon Richter or Gedeon Richter BidCo under this deed.

(c) Subject to clauses 8.6(d) and 8.6(e), but notwithstanding any other provision of this deed:

(i) the maximum aggregate amount which Gedeon Richter may be required to pay in relation to this deed (including any breach of this deed) is the Reverse Break Fee, and in no event will the aggregate liability of Gedeon Richter under or in connection with this deed exceed the Reverse Break Fee; and

(ii) where the Reverse Break Fee is paid to Mayne Pharma in accordance with clause 8.3, neither Mayne Pharma nor any of its Related Bodies Corporate may make any claim (of whatsoever nature) against Gedeon Richter or any other Gedeon Richter Indemnified Party under or in connection with this deed.

(d) Clause 8.6(c) does not apply:

(i) to any claim in respect of, and does not limit the liability of Gedeon Richter in connection with any failure to perform its obligations under the Deed Poll or to fully discharge its obligations under clause 2.2(b)(ii). For the avoidance of

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doubt, any amounts paid or payable by Gedeon Richter in respect of any such failure shall be disregarded for the purposes of clause 8.6(c)(i); or

(ii) in respect of any fraud or wilful or intentional breach of this deed by Gedeon Richter. Nothing in this deed, including this clause 8, will limit Mayne Pharma's right to recover damages (whether for its own benefit or on behalf of a person for whom Mayne Pharma holds rights on trust under this deed) for any fraud or wilful or intentional breach of any provision of this deed by Gedeon Richter, or otherwise limit any other remedy available to Mayne Pharma under this deed.

(e) Each party acknowledges and agrees that the other is entitled to seek specific performance or injunctive relief as a remedy for any actual or threatened breach, in addition to any other remedies available at law or in equity under or independently of this deed, and that damages or payment of the Break Fee or Reverse Break Fee may not be an adequate remedy for Gedeon Richter, or Mayne Pharma or Mayne Pharma Shareholders (as applicable) for any breach of this deed.

9 Warranties

9.1 Mayne Pharma Warranties

Mayne Pharma represents and warrants to Gedeon Richter (in its own right and separately as trustee or nominee for each of the other Gedeon Richter Indemnified Parties), and to Gedeon Richter BidCo directly, each of the Mayne Pharma Warranties.

9.2 Mayne Pharma's indemnity

Mayne Pharma agrees to indemnify Gedeon Richter and Gedeon Richter BidCo against any claim, action, damage, loss, liability, cost, expense or payment of whatever nature and however arising that Gedeon Richter or any of the other Gedeon Richter Indemnified Parties suffers, incurs or is liable for arising out of any breach of any of the Mayne Pharma Warranties when given.

9.3 Operation as a deed poll

This deed operates as a deed poll in favour of Gedeon Richter BidCo (once incorporated).

9.4 Gedeon Richter Warranties

Gedeon Richter represents and warrants to Mayne Pharma (in its own right and separately as trustee or nominee for each of the other Mayne Pharma Indemnified Parties) each of the Gedeon Richter Warranties.

9.5 Gedeon Richter's indemnity

Gedeon Richter agrees to indemnify Mayne Pharma against any claim, action, damage, loss, liability, cost, expense or payment of whatever nature and however arising that Mayne Pharma or any of the other Mayne Pharma Indemnified Parties suffers, incurs or is liable for arising out of any breach of any of the Gedeon Richter Warranties when given.

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9.6 Qualifications to Warranties

(a) The Warranties and the associated indemnities in clauses 9.2 and 9.5 are each subject to matters that:

(i) are required or expressly permitted by this deed or the Scheme;

(ii) (in the case of the Mayne Pharma Warranties and associated indemnity) have been Fairly Disclosed in the Disclosure Materials or Public Information; or

(iii) are:

(A) within the awareness, knowledge or belief of any member of the Gedeon Richter Deal Team (in the case of the Mayne Pharma Warranties and associated indemnity) as at the date of this deed;

(B) within the awareness, knowledge or belief of any of the Mayne Pharma Deal Team (in the case of the Gedeon Richter Warranties and Gedeon Richter Parent Warranties and associated indemnities) as at the date of this deed; or

(C) would be within the actual knowledge of a person in clause 9.6(a)(iii)(A) or 9.6(a)(iii)(B) (as applicable) as at the date of this deed had such person made all enquiries of their direct reports, officers and advisers that are reasonable in the circumstances.

(b) Any expression of the awareness, knowledge or belief of a party or Warranties that are expressed to be subject to the awareness, knowledge or belief of the party giving the Warranty are given solely by reference to, or refer to, the actual knowledge of the Mayne Pharma Deal Team (in the case of the Mayne Pharma Warranties) or the Gedeon Richter Deal Team (in the case of the Gedeon Richter Warranties and Gedeon Richter Parent Warranties) as at the date of this deed and that information which would have been within the actual knowledge of any such person (as applicable) as at the date of this deed had such person made all enquiries of their direct reports, officers and advisers that are reasonable in the circumstances.

9.7 Survival of Warranties

Each Warranty:

(a) is severable;

(b) survives the termination of this deed; and

(c) subject to this deed, is given with the intent that liability thereunder will not be confined to breaches which are discovered prior to the date of termination of this deed.

9.8 Survival of indemnities

Each indemnity in this deed (including those in clauses 9.2 and 9.5):

(a) is severable;

(b) is a continuing obligation;

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(c) constitutes a separate and independent obligation of the party giving the indemnity from any other obligations of that party under this deed; and

(d) survives the termination of this deed.

9.9 Timing of Warranties

Each Warranty is given:

(a) at the date of this deed;

(b) at the date the Scheme Booklet is despatched to Mayne Pharma Shareholders;

(c) at 8:00am on the Second Court Date; and

(d) each Gedeon Richter Warranty in paragraphs (k) (Reasonable basis), (l) (Availability of funding on Second Court Date) and (m) (Availability of funding on Implementation Date) of Schedule 3 is also given on the date of the Scheme Meeting,

unless such Warranty is expressed to be given at a particular time, in which case it is given at that time.

9.10 Forward-looking information

Gedeon Richter acknowledges and agree that, notwithstanding any other provision of this deed (including Schedule 2 and clause 9.2):

(a) neither Mayne Pharma nor any Mayne Pharma Indemnified Party has made or given, or will be taken to have made or given, any representation, warranty, undertaking or assurance in relation to any Mayne Pharma Group Forecast, including as to its accuracy, completeness, reasonableness, the basis on which it was prepared, or its achievability, or in relation to the achievability of any future matter, including future or forecast costs, prices, revenues, EBITDA or profits;

(b) it has not entered into this deed in reliance on any Mayne Pharma Group Forecast, and has made, and relied solely on, its own independent assessment of the future financial position, performance and prospects of the Mayne Pharma Group; and

(c) no breach of any Mayne Pharma Warranty, nor any claim under clause 9.2, may be made by reference to any Mayne Pharma Group Forecast not being achieved or proving to be inaccurate or to have been prepared on an inappropriate basis.

10 Releases

10.1 Release of Mayne Pharma Indemnified Parties

(a) Subject to clause 10.1(b), Gedeon Richter releases, and will procure that once incorporated, Gedeon Richter BidCo releases, any and all rights that it has or may have or that may otherwise accrue to it after the date of this deed, and agrees with Mayne Pharma that it will not make any claim (of whatsoever nature), against any Mayne Pharma Indemnified Party (other than Mayne Pharma) as at the date of this deed and from time to time in connection with:

(i) any breach of any covenant, representation or warranty given by Mayne Pharma under this deed or any W&I Deed;

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(ii) any disclosures or information provided in connection with this deed or the Scheme containing any statement which is false or misleading (whether by omission or otherwise); or

(iii) any failure to provide information in connection with this deed or Scheme,

except where such Mayne Pharma Indemnified Party has engaged in fraud or wilful misconduct.

(b) The releases in clause 10.1(a) are subject to any restriction imposed by law and will be read down to the extent that any such restriction applies.

(c) Mayne Pharma receives and holds the benefit of clause 10.1(a) as trustee for each other Mayne Pharma Indemnified Party.

10.2 Release of Gedeon Richter Indemnified Parties

(a) Subject to clause 10.2(b), Mayne Pharma releases any and all rights that it has or may have or that may otherwise accrue to it after the date of this deed, and agrees with Gedeon Richter that it will not make any claim (of whatsoever nature), against any Gedeon Richter Indemnified Party (other than Gedeon Richter or Gedeon Richter BidCo) as at the date of this deed and from time to time in connection with:

(i) any breach of any covenant, representation or warranty given by Gedeon Richter under this deed;

(ii) any disclosures or information provided in connection with this deed or the Scheme containing any statement which is false or misleading (whether by omission or otherwise); or

(iii) any failure to provide information in connection with this deed or Scheme,

except where such Gedeon Richter Indemnified Party has engaged in fraud or wilful misconduct.

(b) The releases in clause 10.2(a) are subject to any restriction imposed by law and will be read down to the extent that any such restriction applies.

(c) Gedeon Richter receives and holds the benefit of clause 10.2(a) as trustee for each other Gedeon Richter Indemnified Party.

11 Termination

11.1 Termination by Mayne Pharma or Gedeon Richter

(a) Mayne Pharma or Gedeon Richter may terminate this deed at any time before 8:00am on the Second Court Date in accordance with clause 3.7.

(b) Mayne Pharma or Gedeon Richter may terminate this deed at any time before 8:00am on the Second Court Date if Gedeon Richter (where Mayne Pharma is the terminating party) or Mayne Pharma (where Gedeon Richter is the terminating party) commits a material breach of this deed, provided that:

(i) the terminating party has given written notice to the other parties setting out the relevant circumstances and stating an intention to terminate this deed; and

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(ii) the relevant circumstances have not been remedied to the reasonable satisfaction of the terminating party within 5 Business Days from the date such notice is given (or any shorter period ending at 5:00pm on the Business Day immediately before the Second Court Date).

(c) Mayne Pharma or Gedeon Richter may terminate this deed at any time before 8:00am on the Second Court Date if a representation and warranty given by the other party is not true and correct, where:

(i) in the case of a breach of a Gedeon Richter Warranty, that breach of representation and warranty is material in the context of the Transaction as a whole (other than in respect of each Gedeon Richter Warranty in paragraphs (k) (Reasonable basis), (l) (Availability of funding on Second Court Date) and (m) (Availability of funding on Implementation Date) of Schedule 3, any breach of which will entitle Mayne Pharma to terminate this deed); and

(ii) in the case of a breach of a Mayne Pharma Warranty, that breach is reasonably expected to result in a Material Adverse Change.

11.2 Termination by Gedeon Richter

Gedeon Richter may terminate this deed by notice in writing to Mayne Pharma at any time before 8:00am on the Second Court Date if any Mayne Pharma Director publicly withdraws or changes his or her Recommendation or Voting Intention Statement (as contained in the Mayne Pharma Announcement), or publicly recommends a Competing Proposal or states publicly an intention to vote or encourage others to vote in favour of, or otherwise support, a Competing Proposal.

11.3 Termination by Mayne Pharma

Mayne Pharma may terminate this deed by notice in writing to Gedeon Richter at any time before 8:00am on the Second Court Date if both:

(a) a Competing Proposal (that did not arise from a breach by Mayne Pharma of its obligations under clause 7) is determined by the Mayne Pharma Board to constitute a Superior Proposal (following the procedural requirements specified in, and having regard to the considerations specified in, the definition of 'Superior Proposal' in Schedule 1); and

(b) Mayne Pharma has discharged its obligations under clauses 7.5 and 7.7, and each of the requirements in clause 7.7(a)(ii) is satisfied, in relation to the Competing Proposal.

11.4 Effect of termination

If this deed is terminated in accordance with this clause 11, this deed will cease to have force and effect without any liability or obligation on the part of any party, except that:

(a) this clause 11 and clauses 1, 8, 9, 10 and 12 through 16 (inclusive) will survive termination; and

(b) each party will retain any rights and remedies that accrued prior to termination, including any rights and remedies in respect of any past breach of this deed or (if applicable) in respect of the breach giving rise to termination.

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12 Confidentiality Deed

Mayne Pharma and Gedeon Richter acknowledge and agree that they continue to be bound by the Confidentiality Deed, provided that:

(a) this deed prevails to the extent of any inconsistency with the Confidentiality Deed; and

(b) notwithstanding any provision of this deed or the Confidentiality Deed, Mayne Pharma will not be required to consult with Gedeon Richter in relation to any public announcement relating to any dispute about or termination of this deed, or relating to any Competing Proposal.

13 Guarantee and indemnity

13.1 Guarantee

In consideration of Mayne Pharma executing this deed at the request of Gedeon Richter, Gedeon Richter unconditionally and irrevocably:

(a) guarantees to Mayne Pharma the due and punctual performance and observance by Gedeon Richter BidCo of all of the obligations contained in, or implied under, the Deed Poll (including the obligation to pay or procure the payment of the Aggregate Scheme Consideration in accordance with clause 2.2(b)(ii)) (**Guaranteed Obligations**); and

(b) as a separate and additional liability, agrees to indemnify Mayne Pharma against, and pay to Mayne Pharma on demand the full amount of, any claim, action, damage, loss, liability, cost, expense or payment of whatever nature and however arising that Mayne Pharma or any Mayne Pharma Indemnified Party suffers, incurs or is liable for arising from or as a result of any default or delay by Gedeon Richter BidCo in the due and punctual performance and observance of any of the Guaranteed Obligations.

13.2 Extent of guarantee

(a) Gedeon Richter will be responsible to Mayne Pharma for the performance of the Guaranteed Obligations by Gedeon Richter BidCo in the same manner as if Gedeon Richter were a party to the Deed Poll in the place of Gedeon Richter BidCo.

(b) The liability of Gedeon Richter under this clause 13 is not affected by any act, omission or other thing which, but for this clause 13.2(b), might otherwise affect it in law or in equity or operate to release or exonerate Gedeon Richter in whole or in part from its obligations, including one or more of the following:

(i) any amendment of this deed without Gedeon Richter's consent;

(ii) a rule of law or equity to the contrary;

(iii) an Insolvency Event affecting a person;

(iv) a change in the constituent documents, membership or partnership of a person;

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(v) the partial performance of the Guaranteed Obligations;

(vi) the Guaranteed Obligations not being enforceable at any time;

(vii) Mayne Pharma granting any time or other indulgence, waiver, consent or concession to, or reaching any settlement or compromise with, Gedeon Richter, Gedeon Richter BidCo or any other person;

(viii) any transaction or arrangement that may take place between the parties to this deed or any other person;

(ix) Mayne Pharma exercising or refraining from exercising its rights under any security or any other rights, power or remedies against Gedeon Richter, Gedeon Richter BidCo or any other person;

(x) the amendment, replacement, extinguishment, unenforceability, failure, loss, release, discharge, abandonment or transfer of any security held by Mayne Pharma or any other person or the taking of, or failure to take, any security, in each case whether in whole or in part and whether with or without consideration;

(xi) the failure or omission or any delay by any person to give notice to Gedeon Richter of any default under the Deed Poll;

(xii) any legal limitation, disability, incapacity or other circumstances related to a person;

(xiii) acquiescence, delay, acts, omissions or mistakes on the part of Mayne Pharma; or

(xiv) the occurrence of any other thing which might otherwise release, discharge or affect the obligations of Gedeon Richter under this clause 13.

(c) Despite clause 13.2(b), Gedeon Richter's aggregate liability pursuant to clause 13.1 will be no greater than the aggregate of all of the liabilities and obligations of Gedeon Richter BidCo as they exist from time to time pursuant to or arising out of the Guaranteed Obligations (including those other matters referred to in clause 13.1(b)) and Gedeon Richter will be entitled to all defences and limitations of liability (from any source) to which Gedeon Richter BidCo is entitled. The total sum recoverable from Gedeon Richter under this deed in respect of the Guaranteed Obligations and the indemnity in clause 13.1(b) will not exceed the liability that Gedeon Richter BidCo would otherwise have in respect of those matters, provided that this limitation of Gedeon Richter's liability will not apply to the extent of Gedeon Richter's fraud or wilful misconduct in respect of this deed.

13.3 Payments

(a) Gedeon Richter agrees to make payments under this clause 13 in Australian dollars and in full without set off, counterclaim, deduction or other withholding. If Gedeon Richter is required by law to withhold or deduct any amount, it must ensure that:

(i) the amount payable is increased so that, after making that withholding or deduction, Mayne Pharma is entitled to receive and does receive the full amount it would have received if no withholdings or deductions had been required; and

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(ii) the full amount withheld or deducted is paid to the relevant Government Agency in accordance with applicable law.

(b) Gedeon Richter has no right to set off, deduct or withhold any moneys that it may be or become liable to pay under this clause 13 against any moneys that Mayne Pharma or any other member of the Mayne Pharma Group may be or become liable to pay to Gedeon Richter or any of its Related Bodies Corporate (whether under this deed or otherwise).

13.4 Continuing obligation

This clause 13:

(a) extends to cover the Deed Poll as amended, varied, supplemented, renewed or replaced;

(b) is a principal obligation and is not to be treated as ancillary or collateral to another right or obligation;

(c) is independent of and not in substitution for or affected by any other security interest or guarantee or other document, deed or arrangement which Mayne Pharma may have the benefit of or be a party to concerning the Guaranteed Obligations; and

(d) is a continuing obligation despite any intervening payment, settlement or other thing and extends to all of the Guaranteed Obligations until all of those obligations have been fully discharged.

14 Duty, costs and expenses

14.1 Stamp duty

Gedeon Richter:

(a) must pay all stamp duties and any related fines and penalties in respect of this deed or the Scheme or any transaction effected or steps taken under this deed or the Scheme; and

(b) indemnifies Mayne Pharma against any liability arising from or in connection with any failure by Gedeon Richter to comply with clause 14.1(a).

14.2 Costs and expenses

Except as otherwise provided in this deed, each party must pay its own costs and expenses in connection with the negotiation, preparation, execution and performance of this deed and the proposed, attempted or actual implementation of the Transaction.

15 GST

(a) In this clause 15, a word or expression defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) has the meaning given to it in that legislation.

(b) If a party makes a supply under or in connection with this deed in respect of which GST is payable, the consideration for the supply but for the application of this clause 15(b) (**GST exclusive consideration**) is increased by an amount

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(**Additional Amount**) equal to the GST exclusive consideration multiplied by the rate of GST prevailing at the time the supply is made.

(c) If a party must reimburse or indemnify another party for a loss, cost or expense, the amount to be reimbursed or indemnified is first reduced by the amount equal to any input tax credit the other party, or the representative member of the GST group of which the other party is a member, is entitled to with respect to the loss, cost or expense, and then increased in accordance with clause 15(b) if such amount is consideration for a taxable supply made under or in connection with this deed.

(d) A party need not make a payment of the Additional Amount until it receives a tax invoice or adjustment note (as appropriate) for the supply to which the payment relates.

16 General

16.1 Notices

(a) A notice, consent, approval, waiver or other communication sent by a party under this deed (**Notice**) must be:

(i) in writing;

(ii) sent by an authorised representative of the sender; and

(iii) marked for the attention of the person named below,

and must be:

(iv) left at, or sent by commercial courier to, the address set out below; or

(v) sent by email to the address set out below.

Mayne Pharma:

Attention:	Kimberly Parker (Executive Vice President, General Counsel)
Address:	1538 Main North Road, Salisbury South, SA 5106, Australia, with a copy to:
	3301 Benson Drive Suite 401, Raleigh NC 27609
Email:	[redacted]
	with a copy (for information purposes only) to alaura@gtlaw.com.au and NNagarajah@gtlaw.com.au

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Gedeon Richter

Attention:	Dr. Imre Gonda (Director Legal and IP Department)
Address:	1103 Budapest, Gyömrői út 19–21, Hungary
Email:	[redacted]
	with a copy (for information purposes only) to james.rozsa@jws.com.au and scott.cummins@jws.com.au.

(b) Subject to clause 16.1(c), a Notice is taken to be received:

(i) if sent by delivery, when it is delivered;

(ii) if sent by post, three days after posting (or seven days after posting if sent from one country to another);

(iii) if sent by email:

(A) when the sender receives an automated message confirming delivery; or

(B) four hours after the time sent (as recorded on the device from which the email was sent), provided that the sender does not receive an automated message that the email has not been delivered,

whichever happens first.

(c) If a Notice is taken to be received under clause 16.1(b):

(i) before 9:00am on a Business Day, it will be taken to be received at 9:00am on that Business Day; or

(ii) after 5:00pm on a Business Day or on a non-Business Day, it will be taken to be received at 9:00am on the next Business Day.

16.2 Governing law, jurisdiction and process agent

(a) This deed is governed by the laws of New South Wales, Australia.

(b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia and courts competent to hear appeals from those courts.

(c) Gedeon Richter irrevocably appoints Johnson Winter Slattery of Level 14, 50 Bridge Street Sydney, New South Wales 2000, Australia to receive on its behalf service of process in connection with this deed, the Scheme and the Deed Poll and related non-contractual matters, and agrees that service of any process or documents on the agent will be sufficient service on it.

16.3 No representation or reliance

(a) Each party acknowledges that no party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this deed, except for representations or inducements expressly set out in this deed and (to the maximum extent permitted by law) all other representations, warranties and

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conditions implied by statute or otherwise in relation to any matter relating to this deed, the circumstances surrounding the parties' entry into it and the transactions contemplated by it are expressly excluded.

(b) Each party acknowledges and confirms that it does not enter into this deed in reliance on any representation or other inducement by or on behalf of any other person, except for any representation or inducement expressly set out in this deed.

16.4 No merger

The rights and obligations of the parties do not merge on completion of the Transaction. They survive the execution and delivery of any assignment or other document entered into for the purpose of implementing the Transaction.

16.5 Waivers and consents

(a) Failure to exercise or enforce, a delay in exercising or enforcing, or the partial exercise or enforcement of any right, power or remedy provided by law or under this deed by any party does not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this deed.

(b) Any waiver or consent given by a party under this deed is only effective and binding on that party if it is given or confirmed in writing by that party.

(c) No waiver of a breach of any term of this deed operates as a waiver of another breach of that term or of a breach of any other term of this deed.

(d) Except where this deed expressly provides otherwise, where the consent of a party is required under this deed, such consent may be given or withheld in that party's absolute discretion.

16.6 Variation

(a) Subject to clause 16.6(b), this deed may only be varied by a document signed by or on behalf of Mayne Pharma and Gedeon Richter.

(b) On and from the Implementation Date, the parties may not amend or vary this deed in a manner that adversely affects any right or benefit conferred on a Mayne Pharma Indemnified Party (other than Mayne Pharma) or the Gedeon Richter Indemnified Party (as the case may be) under this deed without the prior written consent of the majority of directors of Mayne Pharma at the date of this deed or the Gedeon Richter Indemnified Party (as the case may be).

16.7 Assignment

A party may not assign, novate or otherwise transfer any of its rights or obligations under this deed without the prior written consent of the other parties.

16.8 Third party beneficiary

Mayne Pharma receives and holds the benefit of Gedeon Richter's obligations under this deed both for itself and as trustee for Mayne Pharma Shareholders from time to time, such that Mayne Pharma may recover damages against Gedeon Richter for any breach of this deed on its own behalf and on behalf of Mayne Pharma Shareholders from time to time.

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16.9 Further action

Each of the parties will do all things and execute all further documents necessary to give full effect to this deed.

16.10 Entire agreement

Subject to clause 12, this deed and the Disclosure Letter supersede all previous agreements, understandings, negotiations or deeds in respect of their subject matter and embody the entire agreement between the parties.

16.11 Severability

(a) If the whole or any part of a provision of this deed is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction but only to the extent that it is void, unenforceable or illegal and provided that it will have full force and effect in any other jurisdiction.

(b) Where a provision (or any part thereof) is severed in a jurisdiction, the remainder of this deed will have full force and effect in that (and any other) jurisdiction.

(c) This clause 16.11 does not apply to any severance that alters the basic nature of this deed or is contrary to public policy.

16.12 Counterparts

This deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

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Schedule 1 Dictionary

1 Dictionary

Additional Amount has the meaning given in clause 15(b).

Aggregate Scheme Consideration means the Scheme Consideration multiplied by the total number of Scheme Shares.

ASIC means the Australian Securities and Investments Commission.

Associate has the meaning given in section 12 of the Corporations Act.

ASX means ASX Limited (ABN 98 008 624 691) or, where the context requires, the financial market operated by it.

ASX Listing Rules means the official listing rules of ASX.

BidCo Notification has the meaning given in clause 2.4(a).

Break Fee means $6 million.

Business Day means any day that is each of the following:

(a) a Business Day within the meaning given in the ASX Listing Rules; and

(b) a day that banks are open for business in each of Sydney, New South Wales and New York, United States of America,

provided that where this deed refers to a date that is a certain number of days before the Second Court Date, or a date regulated by item 10 in Appendix 7A of the ASX Listing Rules, only paragraph (a) of this definition shall apply.

Competing Proposal means any expression of interest, proposal, offer, transaction, agreement or arrangement which, if entered into or completed substantially in accordance with its terms, would result in any third party (either alone or together with one or more third parties):

(a) acquiring Voting Power in Mayne Pharma of more than 20% or otherwise acquiring:

(i) a Relevant Interest in;

(ii) a legal, beneficial or economic interest in; or

(iii) control of,

more than 20% of the Mayne Pharma Shares (including through one or more derivative contracts, an equity swap, contract for difference or similar transaction or arrangement);

(b) acquiring Control of or merging with Mayne Pharma;

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(c) acquiring, becoming the holder of or having a right to acquire all or a substantial part of either the Women's Health or Dermatology business units of the Mayne Pharma Group;

(d) acquiring, becoming the holder of or having a right to acquire 50% or more of the assets of the Mayne Pharma Group taken as a whole, or otherwise acquiring a legal or economic interest in such property or assets; or

(e) entering into any agreement, arrangement or understanding requiring Mayne Pharma to abandon, or otherwise fail to proceed with, the Transaction,

whether by way of a takeover bid, scheme of arrangement, shareholder approved acquisition, capital reduction, buy back, sale, lease or purchase of shares, other securities or assets, assignment of assets or liabilities, exclusive licensing, joint venture, dual listed company structure (or other synthetic merger), deed of company arrangement, any debt for equity arrangement or other transaction or arrangement.

Condition means a condition set out in clause 3.1.

Confidentiality Deed means the confidentiality deed between Mayne Pharma and Gedeon Richter dated 6 July 2026.

Control has the meaning given in section 50AA of the Corporations Act.

Corporations Act means the *Corporations Act 2001* (Cth).

Corporations Regulations means the *Corporations Regulations 2001* (Cth).

Court means the Supreme Court of New South Wales or any other Court of competent jurisdiction under the Corporations Act as agreed to between the parties in writing.

Court Documents means the documents required for the purposes of the Court Hearings, including (as applicable) originating process, affidavits, submissions and draft minutes of Court orders.

Court Hearings means the First Court Hearing and Second Court Hearing.

D&O Policy has the meaning given in clause 5.9.

Data Protection Law means any laws applicable to the Mayne Pharma Group relating to the Processing of data (including Personal Information), data privacy, data security and data breach notification.

Data Room means the electronic data room established by Mayne Pharma in connection with the Transaction and made available to Gedeon Richter and its Representatives, or where applicable, its contents as at the DD Cut-Off Time, a copy of the index of such contents being in the form agreed to for the purpose of this definition on behalf of the parties by their respective legal representatives on or about the time the parties entered into this deed.

DD Cut-Off Time means 11.59pm (Sydney time) on 14 November 2026.

Deed Poll means the deed poll to be entered into by Gedeon Richter and Gedeon Richter BidCo in the form of Attachment B.

Disclosing Party has the meaning given in clause 3.3(d).

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Disclosure Letter means the letter so entitled from Mayne Pharma provided to, and countersigned by, Gedeon Richter on or before the date of this deed.

Disclosure Materials means, except as otherwise agreed between the parties in writing, the:

(a) Disclosure Letter;

(b) Data Room materials; and

(c) written information, documents and responses disclosed or made available to Gedeon Richter or its Representatives by or on behalf of Mayne Pharma before the date of this deed which was agreed between the parties in the Disclosure Letter.

EBITDA means in respect of a financial period, the underlying earnings before interest, taxes, depreciation and amortisation for the consolidated Mayne Pharma Group (excluding the International Business) using the same accounting policies, classification principles and methodology as adopted in the Mayne Pharma Group's full-year financial report for the financial year ending 30 June 2026, including United States dollar denominated items, calculated by applying an exchange rate of 1.4286 Australian dollars to 1 United States dollar and adjusted to exclude the financial impact of the following:

(a) (**restructuring costs**) costs or expenses that relate to employee redundancies and are consistent with those treated as non-underlying in Mayne Pharma's FY26 results presentation;

(b) (**deferred liabilities and earn-outs**) reassessment of earn-out and deferred consideration, royalty and milestone payment liabilities that have been Fairly Disclosed in the Disclosure Materials or the Public Information;

(c) (**derivative adjustments**) fair value adjustments relating to the Mayne Pharma Convertible Notes;

(d) (**hedge and swap arrangements**) any unrealised or realised gains or losses on any hedge or swap arrangements that have been Fairly Disclosed in the Disclosure Materials or the Public Information;

(e) (**legal costs**) legal costs and related expert costs relating to any Proceeding provided in either case that Mayne Pharma has complied with clauses 5.1 and 5.2 in relation to Mayne Pharma incurring such costs (to the extent applicable);

(f) (**cost orders**) any adverse cost orders or other such amounts ordered by a Court to be paid by Mayne Pharma in relation to any Proceeding provided in either case that Mayne Pharma has complied with clauses 5.1 and 5.2 in relation to the circumstances giving rise to such orders (to the extent applicable);

(g) (**Transaction costs**) costs or expenses incurred by a member of the Mayne Pharma Group in relation to the Scheme to the extent that they have been Fairly Disclosed in the Disclosure Materials or the Public Information;

(h) (**net income or gain from Non-operating Activities**) net income or gain on sales of assets, insurance recoveries, out of period release of a provision or accrual recorded at the end of the previous financial period (each a **Non-operating Activity**), to the extent such Non-operating Activity is permitted under clause 5.1 of this deed;

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(i) (**net costs or losses from non-operating activities**) costs or losses arising from any sale of assets either (A) prior to the date of this deed that have been Fairly Disclosed in the Disclosure Materials or the Public Information or (B) to the extent such sale is permitted under clause 5.1 of this deed, excluding any impact on EBITDA resulting from any act or omission by Gedeon Richter that constitutes a breach of this deed; and

(j) (**other once-off costs**) any other costs or losses, that are reasonably expected to be once-off costs that are not recurring in nature and would not otherwise be reasonably expected to affect the future earnings profile of the Mayne Pharma Group.

Effective means the coming into effect, under section 411(10) of the Corporations Act, of the order of the Court made under section 411(4)(b) of the Corporations Act in relation to the Scheme.

Effective Date means the date on which the Scheme becomes Effective.

End Date means, subject to clause 3.7, 5:00pm on the date that is nine months after the date of this deed.

Exclusivity Period means the period from the date of this deed until the earlier of:

(a) the termination of this deed in accordance with clause 11; and

(b) the End Date.

FATA means the Foreign Acquisitions and Takeovers Act 1975 (Cth).

Fairly Disclosed means, in relation to a matter, such matter being disclosed by no later than the DD Cut-Off Time, in sufficient detail to enable a reasonable and sophisticated person experienced in M&A transactions to identify the nature, substance and scope of the relevant matter.

FIRB means the Foreign Investment Review Board.

FIRB Application means the application by Gedeon Richter to the Treasurer under the FATA for the FIRB Approval.

FIRB Approval means the approval described in the Condition in clause 3.1(a).

First Court Date means the first day on which an application made to the Court for orders under section 411(1) of the Corporations Act directing Mayne Pharma to convene the Scheme Meeting is heard (or, if the application is adjourned or subject to appeal for any reason, the day on which the adjourned application is heard), with such hearing being the **First Court Hearing**.

Gedeon Richter BidCo has the meaning given in clause 2.4(a).

Gedeon Richter Counterproposal has the meaning given in clause 7.7(a)(ii)(C).

Gedeon Richter Deal Team means the persons as agreed in writing between Mayne Pharma and Gedeon Richter in the Disclosure Letter.

Gedeon Richter Group means Gedeon Richter and its Related Bodies Corporate.

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Gedeon Richter Indemnified Parties means Gedeon Richter and its Related Bodies Corporate and their respective directors, officers, employees and advisers.

Gedeon Richter Information means information regarding Gedeon Richter and its Related Bodies Corporate provided by or on behalf of Gedeon Richter to Mayne Pharma or its Representatives for inclusion in the Scheme Booklet.

Gedeon Richter Warranties means the representations and warranties of Gedeon Richter set out in Schedule 3.

Government Agency means any foreign or Australian government or governmental, semi-governmental, administrative, fiscal, statutory or judicial body, department, commission, authority, tribunal, agency or entity, or any minister of the Crown in right of the Commonwealth of Australia or any state, or any other federal, state, provincial, local or other government, whether foreign or Australian. It also includes any self-regulatory organisation established under statute or otherwise discharging substantially public or regulatory functions (including ASIC and the Takeovers Panel) and any securities exchange.

GST exclusive consideration has the meaning given in clause 15(b).

Guaranteed Obligations has the meaning given in clause 13.1(a).

Healthcare Law means all laws of any Government Agency pertaining to healthcare regulatory matters applicable to the Mayne Pharma Group's operations, products, and assets.

HSR Act means the United States Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules promulgated thereunder.

Implementation Date means the fifth Business Day after the Record Date or such other day as Mayne Pharma and Gedeon Richter agree in writing.

Independent Expert means an independent expert to be engaged by Mayne Pharma to express an opinion on whether the Scheme is in the best interests of Mayne Pharma Shareholders.

Independent Expert's Report means the report prepared by the Independent Expert for inclusion in the Scheme Booklet opining on whether the Scheme is in the best interests of Mayne Pharma Shareholders, and includes an update or supplement to that report.

Insolvency Event means, in relation to any entity:

(a) the entity resolving that it be wound up or a court making an order for the winding up or dissolution of the entity;

(b) a liquidator, provisional liquidator, administrator, receiver, receiver and manager or other insolvency official being appointed to the entity or in relation to the whole, or a substantial part, of its assets;

(c) the entity executing a deed of company arrangement;

(d) the entity ceases, or threatens to cease, to carry on substantially all the business conducted by it as at the date of this deed;

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(e) the entity is or becomes unable to pay its debts when they fall due within the meaning of the Corporations Act (or, if appropriate, legislation of its place of incorporation);

(f) the entity being deregistered as a company or otherwise dissolved; or

(g) something having a substantially similar effect to any of the things described in paragraphs (a) to (f) happens in connection with the entity under the law of any foreign jurisdiction.

Integration Committee has the meaning given in clause 5.6.

International Business means Mayne Pharma International Pty Ltd (ACN 007 870 984), Mayne Products Pty Ltd (ACN 140 866 379) and Mayne Pharma Ventures Pty Ltd (ACN 168 896 357), or the business conducted by them (as the case requires).

International Business Divestment means the sale of the International Business by Mayne Pharma pursuant to the International Business Divestment Documents.

International Business Divestment Documents means the:

(a) International Business SPA;

(b) Disclosure Letter from Mayne Pharma to Salisbury Holdco Pty Ltd dated 6 November 2026;

(c) Transitional Services Agreement between Mayne Pharma and Mayne Pharma International Pty Ltd (ACN 007 870 984) in substantially the same form as attached as a schedule to the International Business SPA;

(d) Transitional Brand Licence between Mayne Pharma and Mayne Pharma International Pty Ltd (ACN 007 870 984) in substantially the same form as attached as a schedule to the International Business SPA;

(e) Intercompany Termination Deed between members of the Mayne Pharma Group in substantially the same form as attached as a schedule to the International Business SPA;

(f) Commercial Supply Agreement between Mayne Pharma Commercial LLC and Mayne Pharma International Pty Ltd (ACN 007 870 984) in substantially the same form as attached as a schedule to the International Business SPA.

International Business SPA means the Share Sale Agreement dated 6 November 2026 between Mayne Pharma, Salisbury Holdco Pty Ltd and General Pharma Bidco Pty Ltd.

MAC Expiry Date means the earlier to occur of:

(a) 8.00am on the Second Court Date; and

(b) if Gedeon Richter serves a Termination Notice upon Mayne Pharma under clauses 11.1(b) or 11.1(c) – the time that would, but for the operation of clause 3.7(e), be the End Date.

Material Adverse Change means any event, occurrence, circumstance or matter occurring either after the date of this deed or which occurred within 12 months prior to the date of this deed but only becomes known to Gedeon Richter after the date of this deed, which has (either individually or when aggregated together with any other such events,

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occurrences, circumstances or matters), or is reasonably likely to have, the effect of causing a diminution of EBITDA of at least $12 million over the course of the full financial year ending 30 June 2027 or of at least $12 million over the course of the full financial year ending 30 June 2028, compared against the Reference EBITDA, provided that:

(a) an event, occurrence, circumstance or matter that has occurred within the 12 months prior to the date of this deed (assessed on an individual rather than an aggregate basis) may only be taken into account for the purposes of this definition if the Mayne Pharma Deal Team knew, or ought reasonably to have known having made reasonable due enquiries of their direct reports, officers and advisers that are reasonable in the circumstances, that such event, occurrence, circumstance or matter was of a kind that would result in, or contribute to, a diminution in EBITDA of at least AUD 2 million;

(b) declines in trading performance, whether due to cyclicality, seasonality, falls in underlying demand for products or other factors which arise in a single month or quarter cannot be extrapolated on a straight line basis (or otherwise) to infer expected trading performance for the remainder of the relevant full financial year, in the absence of other indicia that such declines are, or are reasonably likely to be, ongoing in nature affecting the full financial year;

(c) any reduction in EBITDA for the purposes of this definition must be determined after taking into account any such events, occurrences, circumstances or matters that have resulted or are reasonably likely to result in a positive effect on EBITDA for the relevant reference period; and

(d) to the extent that any loss incurred by Mayne Pharma in connection with an event is recovered, or is reasonably likely to be recoverable, under a Mayne Pharma Group insurance policy, that amount recovered or recoverable must be excluded from the calculation; and

(e) the calculation is made after reversing the effect of what would otherwise be any reduction of EBITDA resulting from any such event, occurrence, circumstance or matter:

(i) arising solely or predominantly out of the announcement or pendency of the Scheme (including where this results in any loss of or adverse change in the relationship of Mayne Pharma or any of its subsidiaries with their respective employees, customers, partners, creditors or suppliers as at the date of this deed, including the loss of any contract);

(ii) required or expressly permitted by this deed;

(iii) Fairly Disclosed (or which ought reasonably to have been expected to arise from a matter, event or circumstance which has been Fairly Disclosed), in the Disclosure Materials or the Public Information, including in connection with the International Business Divestment;

(iv) the completion of the International Business Divestment in accordance with the International Business Divestment Documents and any post-completion actions required to be taken in accordance with the International Business Divestment Documents;

(v) arising solely or predominantly out of:

(A) the actions of Gedeon Richter; or

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(B) the unreasonable withholding of a consent to an action under clause 5.1(e)(ix) to an action that would otherwise reverse or reduce any reduction in EBITDA;

(vi) arising from any change in any law, regulation or rule of a Government Agency or accounting standards (however this exception will not apply to any formulary or other healthcare or payor pricing changes, nor for the avoidance of doubt, any adverse letters from the U.S. Food and Drug Administration (FDA));

(vii) arising from general economic or political conditions or changes in those conditions (including financial market fluctuations, changes in interest rates, commodity prices or foreign currency exchange rates) on or after the date of this deed;

(viii) arising from an act of terrorism, war (whether or not declared), natural disaster, epidemic, pandemic or adverse weather conditions or the like, provided if reasonably practicable Mayne Pharma will consult with Gedeon Richter in good faith prior to undertaking any action in response to an act of terrorism, war (whether or not declared), natural disaster, epidemic, pandemic or adverse weather conditions or the like that would result in a Material Adverse Change;

(ix) events, matters or circumstances caused by the impacts on the supply chain of Mayne Pharma's commercial activities to the extent that they are not (and commercially reasonable mitigation steps are not) within the reasonable control of Mayne Pharma or its subsidiaries,

but in the case of paragraphs (vi), (vii) and (viii) above, not adjusting for any event, occurrence, circumstance or matter which has or is reasonably likely to have a disproportionate effect on the Mayne Pharma Group relative to other participants in the women's health or dermatological sectors of the United States pharmaceutical industry.

Material Consent means a Material Contractual Consent or a US State License Approval.

Material Contract means any contract or commitment, or a group of related contracts or commitments with the same party or group of related parties, under which the Mayne Pharma Group is reasonably expected to receive revenue or incur expenditure under the contract or commitment in excess of USD 5 million in respect of FY 26 or any subsequent financial year.

Material Contractual Consent means a Material Contract (and any other contract that the parties agree, acting reasonably, is material to the Ongoing Mayne Pharma Group) that contains a change of control or unilateral termination right which may be triggered or exercised by a counterparty to an Ongoing Mayne Pharma Group member as a result of the Transaction.

Mayne Pharma Announcement means the announcement by Mayne Pharma contemplated by clause 6.1.

Mayne Pharma Board means the board of directors of Mayne Pharma.

Mayne Pharma Convertible Securities means the Performance Rights and Restricted Stock Units.

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Mayne Pharma Convertible Notes means the unsecured convertible notes issued by Mayne Pharma on 31 December 2022 to Rubric Capital Management LP.

Mayne Pharma Deal Team means the persons as agreed in writing between Mayne Pharma and Gedeon Richter in the Disclosure Letter.

Mayne Pharma Director means a director of Mayne Pharma.

Mayne Pharma Employee Securities Incentive Plan means either of the following plans of the Mayne Pharma Group:

(a) the Employee Performance Rights and Option Plan; and

(b) the Omnibus Equity Incentive Plan.

Mayne Pharma Group means, collectively, Mayne Pharma and each of its Related Bodies Corporate.

Mayne Pharma Group Forecast means a forecast, prediction or projection, budget, business plan or other forward looking statement in respect of the future financial position, performance or prospects of the Mayne Pharma Group.

Mayne Pharma Indemnified Parties means Mayne Pharma and its Related Bodies Corporate and their respective current and former directors, officers, employees and advisers.

Mayne Pharma Information means all the information in the Scheme Booklet other than the Gedeon Richter Information and the Independent Expert's Report.

Mayne Pharma Share means an ordinary share in the capital of Mayne Pharma.

Mayne Pharma Shareholder means a holder of one or more Mayne Pharma Shares, as shown in the Share Register.

Mayne Pharma Warranties means the representations and warranties of Mayne Pharma set out in Schedule 2.

Non-operating Activity has the meaning given in paragraph (h) of the definition of EBITDA.

Notice has the meaning given in clause 16.1(a).

Notice Date has the meaning given in clause 3.7(a).

Ongoing Mayne Pharma Group means the Mayne Pharma Group, excluding the International Business.

Performance Right means a performance right granted by Mayne Pharma under a Mayne Pharma Employee Securities Incentive Plan, which entitles the holder to receive a Mayne Pharma Share in certain circumstances.

Personal Information means any 'personal information', 'personal data', 'protected health information', 'personally identifiable information' or equivalent concept as those terms are defined under the applicable Privacy Laws.

PPS Register means the Personal Property Securities Register established under the *Personal Property Securities Act 2009* (Cth).

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Prescribed Occurrence means the occurrence of any of the matters set out in Schedule 4, other than an occurrence:

(a) required or expressly permitted by this deed or the Scheme;

(b) to the extent that it was Fairly Disclosed in the Disclosure Materials (other than in relation to paragraphs (d)(i) or (g) of Schedule 4);

(c) to the extent it was Fairly Disclosed in the Public Information;

(d) agreed to, or requested by, Gedeon Richter in writing;

(e) required by any applicable law or regulation or by any order of a court or Government Agency.

Privacy Laws means any applicable law (including any regulation, Government Agency policy or binding industry code) relating to the collection, use, disclosure, handling or protection of Personal Information including the *Privacy Act 1988* (Cth) and equivalent or similar laws under other jurisdictions.

Process or Processing means, with respect to data, the access, use, collection, treatment, processing, storage, hosting, recording, organisation, adaption, alteration, transfer, retrieval, transmittal, consultation, disclosure, disposal or combination of such data.

Proceeding has the meaning given in clause 5.1(e)(xii)(A).

Protocols means any competition protocols agreed between the parties in connection with the Transaction.

Public Information means:

(a) announcements to the ASX in the two years prior to the date of this deed;

(b) any document that would have been returned by a search of:

(i) the public records maintained by ASIC in respect of Mayne Pharma (had the relevant searches been conducted on 15 November 2026);

(ii) the PPS Register in respect of Mayne Pharma (had the relevant searches been conducted on 15 November 2026);

(iii) the public records maintained by the High Court of Australia on 26 August 2026, Federal Court of Australia on 17 August 2026, the Supreme Court of New South Wales on 15 October 2026, the Supreme Court of South Australia on 21 August 2026 and the Supreme Court of Victoria on 17 August 2026, in respect of the members of the Ongoing Mayne Pharma Group; or

(iv) IP Australia on 15 September 2026 in respect of the members of the Ongoing Mayne Pharma Group; and

(c) any document that would have been returned by any of the searches set out in the Disclosure Letter.

Recommendation has the meaning given in clause 2.3(a)(i).

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Record Date means 7:00pm on the second Business Day after the Effective Date of the Scheme, or such other time and date as Mayne Pharma and Gedeon Richter agree in writing.

Reference EBITDA means AUD32.5 million.

Regulatory Approval means an approval, consent or notification required to satisfy a Condition in clauses 3.1(a) to 3.1(b) or as otherwise agreed between the parties.

Related Body Corporate has the meaning given in section 50 of the Corporations Act.

Relevant Interest has the meaning given in sections 608 and 609 of the Corporations Act.

Representative means, in respect of a party, an employee, agent, officer, director, adviser or financier of that party (or of a Related Body Corporate of that party), and, in the case of advisers and financiers, includes employees, officers and agents of the adviser or financier (as applicable).

Resolution Date has the meaning given in clause 3.7(e).

Restricted Stock Unit means a restricted stock unit granted by Mayne Pharma under a Mayne Pharma Employee Securities Incentive Plan, which entitles the holder to receive a Mayne Pharma Share in certain circumstances.

Reverse Break Fee means $6 million.

Scheme means the scheme of arrangement under Part 5.1 of the Corporations Act between Mayne Pharma and the Scheme Shareholders, in the form of Attachment A or such other form as agreed in writing between Mayne Pharma and Gedeon Richter.

Scheme Booklet means the explanatory statement in respect of the Scheme, which will contain (among other things) the Independent Expert's Report (or a concise version of that report), a notice of meeting in respect of the Scheme Meeting and a proxy form.

Scheme Consideration means, in respect of each Scheme Share, $6.40 in cash.

Scheme Meeting means the meeting of Mayne Pharma Shareholders ordered by the Court to be convened under section 411(1) of the Corporations Act.

Scheme Share means a Mayne Pharma Share held by a Scheme Shareholder as at the Record Date.

Scheme Shareholder means a Mayne Pharma Shareholder as at the Record Date.

Second Court Date means the first day on which an application made to the Court for orders under section 411(4)(b) of the Corporations Act approving the Scheme is heard (or if the application is adjourned or subject to appeal for any reason, the day on which the adjourned application is heard), with such hearing being the **Second Court Hearing**.

Share Register means the register of Mayne Pharma Shareholders maintained in accordance with the Corporations Act.

Standard Tax Conditions means the conditions set out in the list of standard tax conditions published in FIRB Guidance 12 – Tax Conditions on the FIRB website under "Guidance notes" and such other tax-related conditions as are customarily imposed by FIRB (including, for the avoidance of doubt, conditions requiring information or

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confirmations to be provided in respect of matters such as ownership structure, borrowings, capital structure, related party financing, cross border related party financing arrangements, distributions, tax consolidation, arrangements covered by "Taxpayer Alerts" and thin capitalisation rules).

Superior Proposal means a bona fide Competing Proposal which the Mayne Pharma Board, acting in good faith and in order to satisfy what the Mayne Pharma Board considers to be its fiduciary or statutory duties, and after having obtained advice from its legal and financial advisers, determines:

(a) is reasonably capable of being valued and completed taking into account all aspects of the Competing Proposal, including its conditions, the identity and the financial condition of the person making such proposal and all relevant legal, regulatory and financial matters; and

(b) would, if completed substantially in accordance with its terms, be of a higher value and more favourable to Mayne Pharma Shareholders than the latest proposal provided by Gedeon Richter to Mayne Pharma, considering all relevant aspects of the Competing Proposal and the latest proposal provided by Gedeon Richter.

Takeovers Panel means the Takeovers Panel constituted under the *Australian Securities and Investments Commission Act 2001* (Cth).

Termination Notice has the meaning given in clause 3.7(e).

Termination Dispute has the meaning given in clause 3.7(e).

Third Party means a person other than Gedeon Richter and its Associates.

Timetable means the indicative timetable for the implementation of the Transaction set out in Schedule 5 subject to any extensions reasonably required by Mayne Pharma.

Transaction means the acquisition of Mayne Pharma by Gedeon Richter by means of the Scheme.

Treasurer has the meaning given in clause 3.1(a)(i).

US State License means any United States state pharmacy license, manufacturer license or distributor license.

US State License Approval means an approval by a Government Agency required to be obtained by any member of the Mayne Pharma Group or Gedeon Richter Group under the terms of, or applicable law relating to, a US State License, as a result of or otherwise in connection with the Transaction.

US State License Notification means a notification required to be made by any member of the Mayne Pharma Group or Gedeon Richter Group under the terms of, or applicable law relating to, a US State License, as a result of or otherwise in connection with the Transaction.

Voting Intention Statement has the meaning given in clause 2.3(a)(ii).

Waiver Requirements has the meaning given in clause 3.7(c)(ii).

W&I Deed means the Warranty and Indemnity Deed to be entered into between Mayne Pharma and Gedeon Richter BidCo, a draft form of which has been given by Gedeon

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Richter's legal advisers to Mayne Pharma's legal advisers on or before the date of this deed.

W&I Insurance Policy means a policy of warranty and indemnity insurance relating to the W&I Deed to be issued by the relevant insurer(s) to a member of the Gedeon Richter Group on or about the date of the W&I Deed.

Warranty means a Mayne Pharma Warranty or Gedeon Richter Warranty (as applicable).

2 Interpretation

In this deed, the following rules of interpretation apply unless the contrary intention appears.

(a) Headings are for convenience only and do not affect the interpretation of this deed.

(b) The singular includes the plural and vice versa.

(c) Words that are gender neutral or gender specific include each gender.

(d) Where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

(e) The words 'include', 'including', 'such as', 'for example' and similar expressions are not words of limitation and do not limit what else might be included.

(f) A reference to:

(i) a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate or entity (as that term is defined in section 64A of the Corporations Act);

(ii) a thing (including a chose in action or other right) includes a part of that thing;

(iii) a party includes its successors and permitted assigns;

(iv) a document includes all amendments or supplements to that document (other than the International Business Divestment Documents to the extent not consented to by Gedeon Richter in writing (acting reasonably));

(v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or a party, schedule or attachment to, this deed (as applicable);

(vi) this deed includes all schedules and attachments to it;

(vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or an ASX Listing Rule and is a reference to that law as amended, consolidated or replaced;

(viii) an agreement (other than this deed) includes an undertaking or legally enforceable arrangement or understanding (whether or not in writing);

(ix) a time period includes the date referred to as that on which the period begins and the date referred to as that on which the period ends; and

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(x) a monetary amount is in Australian dollars;

(g) An agreement on the part of two or more persons binds them jointly and severally.

(h) When the day on which something must be done is not a Business Day, that thing must be done on the following Business Day.

(i) In determining the time of day where relevant to this deed, the time of day is:

(i) for the purposes of giving or receiving Notice, the time of day where the party receiving Notice is located; or

(ii) for any other purpose under this deed, the time of day in the place where the party required to perform an obligation is located.

(j) No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it.

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Schedule 2 Mayne Pharma Warranties

(a) **Validly existing**: Mayne Pharma is a validly existing corporation registered under the laws of its place of incorporation.

(b) **Power**: Mayne Pharma has full corporate power, lawful authority and capacity to execute, deliver and perform this deed, the Scheme and the transactions contemplated by this deed.

(c) **Corporate action**: Mayne Pharma has taken the necessary corporate action to authorise the entry into this deed and has taken or will take all necessary corporate action to authorise the performance of this deed, the Scheme and the transactions contemplated by this deed.

(d) **Binding**: This deed is a valid and binding obligation on Mayne Pharma, enforceable in accordance with its terms.

(e) **Performance**: The execution and performance by Mayne Pharma of this deed does not and will not violate or breach any provision of:

(i) any writ, order or injunction, judgment, law, rule or regulation to which Mayne Pharma is party or by which it is bound; or

(ii) Mayne Pharma's constitution.

(f) **Capital structure**:

(i) As at the date of this deed, there are on issue:

(A) 81,890,887 Mayne Pharma Shares, all of which are fully paid;

(B) 27,950 Mayne Pharma Convertible Notes;

(C) 4,311,655 Performance Rights; and

(D) 2,110,046 Restricted Stock Units,

and Mayne Pharma has not issued any other securities which are still outstanding; nor has it agreed to issue any other securities (or made any offers or entered any agreements to issue any of the foregoing).

(ii) No member of the Ongoing Mayne Pharma Group is subject to any obligation (including any contingent obligation) to issue or have transferred to any person securities, including any options, performance rights, shares, convertible notes, warrants or other securities in or of it or any other member of the Mayne Pharma Group.

(g) **Mayne Pharma Information**: The Mayne Pharma Information included in the Scheme Booklet and any supplementary disclosure made to Mayne Pharma Shareholders pursuant to clause 4.1(i) (excluding any information provided by Gedeon Richter) as at the date of the Scheme Booklet or supplementary disclosure (as applicable):

(i) is not misleading or deceptive in any material respect (whether by omission or otherwise); and

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(ii) complies in all material respects with the requirements of the Corporations Act and Corporations Regulations, ASX Listing Rules, Takeovers Panel guidance notes and ASIC Regulatory Guide 60 (as applicable).

(h) **Reliance:** The Mayne Pharma Information will be included in the Scheme Booklet on the understanding that Gedeon Richter and its directors will rely on that information for the purposes of considering and approving the Gedeon Richter Information in the Scheme Booklet and implementing the Scheme.

(i) **Solvency**: No member of the Mayne Pharma Group is the subject of an Insolvency Event.

(j) **Litigation:** As at the date of this deed, no member of the Ongoing Mayne Pharma Group, nor any asset, property or business of any member of the Ongoing Mayne Pharma Group, is subject to any judgment, order, writ, injunction or decree of any court, Government Agency or arbitration tribunal that are or are reasonably likely to give rise to a material liability for the Ongoing Mayne Pharma Group and:

(i) there are no material disputes, actions, suits, arbitrations, legal or administrative proceedings pending or, so far as Mayne Pharma is aware, threatened or anticipated against any member of the Ongoing Mayne Pharma Group;

(ii) no member of the Ongoing Mayne Pharma Group is the subject of any material pending investigation by a Government Agency that has been notified to the Mayne Pharma Group in writing; and

(iii) since 1 January 2023, no member of the Ongoing Mayne Pharma Group has received any written notification, communication or actual or pending claim from any Government Agency, including the FDA, that alleges that it is not in compliance with any law, including any Healthcare Law or Data Protection Law, except as would not reasonably be expected to be material to the Mayne Pharma Group,

other than as Fairly Disclosed in the Disclosure Materials.

(k) **Material licences and authorisations:** The Ongoing Mayne Pharma Group has all material licences, consents, approvals, authorisations, permits and franchises necessary for it to conduct its activities as they are conducted as at the date of this deed, and no member of the Ongoing Mayne Pharma Group is in material breach of, or material default under, any of them and no member of the Ongoing Mayne Pharma Group has received any notice in respect of the termination, revocation, variation or non-renewal of any of them.

(l) **Disclosure**: Mayne Pharma has complied in all material respects with its continuous disclosure obligations under ASX Listing Rule 3.1 and, as at the date of this deed, except for Gedeon Richter's proposal to acquire Mayne Pharma or as Fairly Disclosed to Gedeon Richter in the Disclosure Materials, Mayne Pharma is not withholding from disclosure to ASX any material information in reliance on ASX Listing Rule 3.1A.

(m) **Disclosure Materials**: The Disclosure Materials have been collated and prepared in good faith and with reasonable care and:

(i) as far as Mayne Pharma is aware, the Disclosure Materials are accurate in all material respects and the information contained in the Disclosure

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Materials is not false or misleading in any material respect (including by omission); and

(ii) Mayne Pharma has not knowingly withheld or omitted information from disclosure to Gedeon Richter (including in response to Gedeon Richter's due diligence requests) that is not subject to legal professional privilege which could reasonably be expected to be material to Gedeon Richter's evaluation of the Ongoing Mayne Pharma Group and the merits of the Transaction,

(iii) provided however that:

(A) Mayne Pharma does not make any representation or warranty as to the accuracy, reasonableness or adequacy of, or omissions from, a Mayne Pharma Group Forecast or that any Mayne Pharma Group Forecast will be achieved;

(B) for the purpose of subparagraph (ii), while Mayne Pharma represents and warrants the contents of that subparagraph, Gedeon Richter acknowledges that it is solely for Gedeon Richter to consider and determine the materiality and relevance of the information Fairly Disclosed in the Disclosure Materials for the purposes of evaluating the Ongoing Mayne Pharma Group and proceeding with the Transaction; and

(C) no warranty is made by Mayne Pharma in respect of the International Business, other than in relation to its corporate structure and the International Business Divestment Documents.

(n) **Accounts:** Other than in respect of any matter that relates solely to the International Business, the financial statements of the Mayne Pharma Group included in its annual report for the year ended 30 June 2026 have been prepared in accordance with the Corporations Act and the 'Accounting Standards' (as defined in the Corporations Act) and give a true and fair view in all material respects of the consolidated financial position of the Mayne Pharma Group as at that date and of its performance for the period to which they relate.

(o) **No other regulatory approvals:** So far as Mayne Pharma is aware, no approval from any Government Agency is required to be obtained by Mayne Pharma in order to execute and perform this deed, other than from ASIC, ASX, the Court and as otherwise contemplated by this deed.

(p) **Material Contracts:** So far as Mayne Pharma is aware, as at the date of this deed each member of the Ongoing Mayne Pharma Group that is a party to a Material Contract is materially in compliance with the terms of that Material Contract.

(q) **No knowledge of Material Adverse Change:** As at the date of this deed, Mayne Pharma is not aware of any information relating to the Ongoing Mayne Pharma Group or its businesses or operations that has or could reasonably be expected to give rise to a Material Adverse Change that has not been Fairly Disclosed in the Disclosure Materials.

(r) **Compliance with laws:** The Ongoing Mayne Pharma Group has complied in all material respects with all Australian and foreign laws and regulations applicable to it (including Healthcare Laws) and orders of Australian and foreign Government Agencies having jurisdiction over it.

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(s) **Regulatory compliance:** Since 1 January 2023, neither any member of the Ongoing Mayne Pharma Group nor, so far as Mayne Pharma is aware, any of its employees, officers, directors or third parties engaged to provide services to it, has been excluded, suspended or debarred from participation in any United States federal or state health care program or human clinical research or, so far as Mayne Pharma is aware, is subject to a governmental inquiry, investigation, proceeding or other similar action that could reasonably be expected to result in debarment, suspension or exclusion.

(t) **International Business Divestment**: As at the date of this deed, Mayne Pharma is not aware of any reason why 'Completion' (as defined in the International Business SPA) will not occur on or before 31 January 2027, other than the possibility of delays in satisfying the condition precedent in clause 2.1(a) ('ACCC Condition') of the International Business SPA.

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Schedule 3 Gedeon Richter Warranties

(a) **Validly existing**: Gedeon Richter is a validly existing corporation registered under the laws of its place of incorporation.

(b) **Power**: Gedeon Richter has full corporate power and lawful authority to execute, deliver and perform this deed and the Deed Poll.

(c) **Corporate action**: Gedeon Richter has taken all necessary corporate action to authorise the entry into this deed and has taken or will take all necessary corporate action to authorise the performance of this deed and the Deed Poll.

(d) **Binding**: This deed is a valid and binding obligation on Gedeon Richter, enforceable in accordance with its terms.

(e) **Performance**: The execution and performance by Gedeon Richter of this deed did not and will not violate or breach any provision of:

(i) any writ, order or injunction, judgment, law, rule or regulation to which Gedeon Richter is party or by which it is bound; or

(ii) Gedeon Richter's constitution or other constituent documents.

(f) **Gedeon Richter Information**: The Gedeon Richter Information included in the Scheme Booklet, and any other information provided by Gedeon Richter pursuant to clause 4.2(f), as at the date of the Scheme Booklet or the date on which such information is so provided (as applicable):

(i) is not misleading or deceptive in any material respect (whether by omission or otherwise); and

(ii) complies in all material respects with the requirements of the Corporations Act and Corporations Regulations, ASX Listing Rules, Takeovers Panel guidance notes and ASIC Regulatory Guide 60 (as applicable).

(g) **Insolvency Event or regulatory action**: Gedeon Richter is not the subject of an Insolvency Event, and, as at the date of this deed, no regulatory action of any nature of which Gedeon Richter is aware has been taken or threatened that would prevent or in any way restrict its ability to fulfil its obligations under this deed.

(h) **No other regulatory approvals**: So far as Gedeon Richter is aware, other than the Regulatory Approvals (and for the avoidance of doubt, any approvals from ASIC, ASX and the Court as contemplated by this deed) and the US State License Approvals required under the US State Licenses Fairly Disclosed in the Data Room, no approval, consent, waiver, clearance, concession, allowance, notification or authorisation is required to be obtained from, or made to, any Government Agency in order for Gedeon Richter to execute and perform this deed.

(i) **No dealings with Mayne Pharma Shareholders**: Neither Gedeon Richter nor any of its Associates has any agreement, arrangement or understanding with any Mayne Pharma Shareholder under which:

(i) that Mayne Pharma Shareholder (or an Associate of that Mayne Pharma Shareholder) would or may be or become entitled to receive:

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(A) consideration for their Mayne Pharma Shares that is different from the Scheme Consideration; or

(B) any benefit in connection with the Scheme that is not also offered to all other Mayne Pharma Shareholders on the same terms; or

(ii) that Mayne Pharma Shareholder agrees to vote in favour of the Scheme or against any Competing Proposal.

(j) **No dealings with Mayne Pharma directors or employees**: Neither Gedeon Richter nor any of its Associates has any agreement, arrangement or understanding with any director, officer or employee of Mayne Pharma or any other member of the Mayne Pharma Group relating in any way to the Transaction or the business or operations of the Mayne Pharma Group after the Effective Date.

(k) **Reasonable basis**: Gedeon Richter has a reasonable basis to expect that it will have available to it sufficient cash amounts (whether from internal cash resources or external funding arrangements) to satisfy its obligations to pay the Aggregate Scheme Consideration in accordance with this deed and the Deed Poll.

(l) **Availability of funding on Second Court Date**: By 8:00am on the Second Court Date, Gedeon Richter will have, and will procure that Gedeon Richter BidCo will have available to it, on an unconditional basis (other than conditions relating to the Scheme becoming Effective, repeating representations or procedural matters or documentary requirements which, by their terms or nature, can only be satisfied or performed after the Scheme becomes Effective) sufficient cash amounts (whether from internal cash resources or external funding arrangements or a combination of both, including any funds made available by Gedeon Richter) to ensure that the Aggregate Scheme Consideration is paid in accordance with this deed and the Deed Poll.

(m) **Availability of funding on Implementation Date**: Gedeon Richter will have, and will procure that Gedeon Richter BidCo will have available to it, by the Implementation Date on an unconditional basis sufficient cash amounts (whether from internal cash resources or external funding arrangements or a combination of both) to satisfy Gedeon Richter BidCo's obligation to pay the Aggregate Scheme Consideration in accordance with its obligations under this deed, the Scheme and the Deed Poll.

(n) **No shareholder approvals**: No approvals are required from shareholders of Gedeon Richter (or any class of them) in connection with the execution or performance of this deed.

(o) (**Gedeon Richter BidCo**): Following the incorporation of Gedeon Richter BidCo:

(i) Gedeon Richter BidCo is a wholly-owned subsidiary of Gedeon Richter;

(ii) all of the shares or other securities in Gedeon Richter BidCo are legally and beneficially owned by Gedeon Richter or another wholly-owned subsidiary of Gedeon Richter and no other person will have any right to be issued or transferred any share or other security in Gedeon Richter BidCo; and

(iii) Gedeon Richter also gives the Gedeon Richter Warranties in clauses (a), (b), (c), (e) and (g) of this Schedule 3 in relation to Gedeon Richter BidCo, and clause (d) in this Schedule 3 in respect of the valid, binding and enforceable nature of the obligations of Gedeon Richter BidCo under the Deed Poll.

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Schedule 4 Prescribed Occurrences

(a) Mayne Pharma converts all or any of its shares into a larger or smaller number of shares.

(b) Mayne Pharma resolves to reduce its share capital in any way, or to combine, split or redeem or repurchase directly or indirectly any of its shares.

(c) Mayne Pharma:

(i) enters into a buy-back agreement; or

(ii) resolves to approve the terms of a buy-back agreement under the Corporations Act.

(d) Any member of the Mayne Pharma Group issues shares or other securities, or grants a performance right or an option over its shares, or agrees to make such an issue or grant, other than:

(i) the grant of Performance Rights or Restricted Stock Units, in accordance with the terms of a Mayne Pharma Employee Securities Incentive Plan, but only to the extent Fairly Disclosed in the Disclosure Letter;

(ii) an issue of Mayne Pharma Shares upon the conversion, exercise or vesting of Mayne Pharma Convertible Securities or Mayne Pharma Convertible Notes which are on issue as at the date of this deed or which are granted as contemplated under paragraph 4(d)(i) above, or an issue of Mayne Pharma Shares as otherwise contemplated in clause 4.3; or

(iii) to a wholly-owned subsidiary of Mayne Pharma.

(e) Mayne Pharma or any member of the Mayne Pharma Group creates, or agrees to create, any encumbrance over the whole or a substantial part of its business or property, other than a lien securing an obligation that is not yet due which arises by operation of law, legislation or which arises in the ordinary course of the Mayne Pharma Group's business.

(f) Any member of the Mayne Pharma Group issues, or agrees to issue, convertible notes or any other instrument or security convertible into shares or securities in, or of, any member of the Mayne Pharma Group.

(g) Any member of the Mayne Pharma Group amends, or agrees to amend, the terms of any outstanding Mayne Pharma Convertible Security or Mayne Pharma Convertible Note, the terms of a Mayne Pharma Employee Securities Incentive Plan or the terms of any offer or invitation under a Mayne Pharma Employee Securities Incentive Plan, other than as Fairly Disclosed in the Disclosure Letter.

(h) Any member of the Mayne Pharma Group agrees to pay, declares or announces an intention to declare, determines, pays or makes, or incurs a liability to pay or make, a dividend or any other form of distribution of profits or capital (whether in cash or in specie).

(i) A member of the Mayne Pharma Group adopts a new constitution or modifies or repeals its constitution or a provision of it, other than where a member of the Mayne Pharma Group that is not material in the context of the Mayne Pharma

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Group (taken as a whole) makes a change to its constitution that does not materially affect the Transaction or the Mayne Pharma Group (or its business).

(j) Any member of the Mayne Pharma Group disposes, or agrees to dispose, of the whole or a substantial part of its business or property.

(k) Any member of the Mayne Pharma Group resolves to be wound up, being deregistered as a company or being otherwise dissolved.

(l) A liquidator or provisional liquidator of any member of the Mayne Pharma Group is appointed.

(m) A court makes an order for the winding up of any member of the Mayne Pharma Group.

(n) An administrator of any member of the Mayne Pharma Group is appointed under sections 436A, 436B or 436C of the Corporations Act.

(o) Any member of the Mayne Pharma Group executes a deed of company arrangement.

(p) A receiver, or a receiver and manager, is appointed in relation to the whole, or a substantial part, of the property of any member of the Mayne Pharma Group.

(q) Any member of the Mayne Pharma Group ceases, or threatens to cease, the whole or a material part of its business.

(r) Any other Insolvency Event occurs in relation to a member of the Mayne Pharma Group.

(s) Mayne Pharma Shares cease to be quoted, or are suspended from quotation, on ASX.

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Schedule 5 Indicative Timetable

Event	Date
Draft Scheme Booklet provided to ASIC	Early December
First Court Hearing	Mid-December
Scheme Meeting	Late January
Second Court Hearing	March
Effective Date	Mid to late March
Record Date	Mid to late March
Implementation Date	Mid to late March

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Execution page

Executed as a deed.

Signed, sealed and delivered by **Mayne Pharma Group Limited (ACN 115 832 963)** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

[redacted]

Signature of director

Bruce Robinson

Name of director (print)

[redacted]

Signature of director/secretary

Laura Loftus

Name of director/secretary (print)

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Signed, sealed and delivered by **Gedeon Richter Plc.** in the presence of:

[redacted]

Seal

[redacted]

Signature of witness

Signature of authorised officer

Lóránt Pálfi Head of M&A

Name and title of witness (print)

Gábor Orbán Chief Executive Officer

Name and title of authorised officer (print)

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Attachment A Scheme

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Scheme of arrangement

Mayne Pharma Group Limited

Each person registered as a holder of Mayne Pharma Shares as at the Record Date

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Date: [*insert*] 2027

This scheme of arrangement is made under section 411 of the Corporations Act.

Parties

1 **Mayne Pharma Group Limited (ACN 115 832 963)** of 1538 Main North Road, Salisbury South, South Australia 5106, Australia (**Mayne Pharma**)

2 Each Mayne Pharma Shareholder registered as a holder of Mayne Pharma Shares as at the Record Date (**Scheme Shareholders**)

The parties agree

1 Defined terms and interpretation

1.1 Defined terms

A term or expression which is defined in the dictionary in Schedule 1 has the meaning given to it in the dictionary.

1.2 Interpretation

The interpretation clause in Schedule 1 sets out rules of interpretation for this Scheme.

2 Preliminary matters

2.1 Mayne Pharma

(a) Mayne Pharma is an Australian public company limited by shares and Mayne Pharma has been admitted to the official list of ASX.

(b) As at the date of the Implementation Deed, 81,890,887 Mayne Pharma Shares were on issue, all of which are officially quoted for trading on ASX.

2.2 Gedeon Richter

(a) Gedeon Richter BidCo is an Australian proprietary company limited by shares.

(b) Gedeon Richter is a Hungarian public limited company and is listed on the Budapest Stock Exchange.

2.3 If Scheme becomes Effective

(a) If this Scheme becomes Effective:

(i) in consideration of the transfer of the Scheme Shares to Gedeon Richter BidCo, Gedeon Richter BidCo must, and Gedeon Richter must ensure that Gedeon Richter BidCo does, provide or procure the provision of the Scheme Consideration to Mayne Pharma on behalf of the Scheme Shareholders in accordance with this Scheme and the Deed Poll;

(ii) all the Scheme Shares, and all the rights and entitlements attaching to them as at the Implementation Date, will be transferred to Gedeon Richter BidCo on the Implementation Date; and

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(iii) Mayne Pharma will enter the name of Gedeon Richter BidCo in the Share Register in respect of all the Scheme Shares transferred to Gedeon Richter BidCo in accordance with the terms of this Scheme.

(b) Mayne Pharma and Gedeon Richter have entered into the Implementation Deed in respect of (among other things) the implementation of this Scheme.

(c) This Scheme attributes certain actions to Gedeon Richter and Gedeon Richter BidCo but does not itself impose any obligations on Gedeon Richter or Gedeon Richter BidCo to perform those actions, as neither is a party to this Scheme. By executing the Deed Poll, Gedeon Richter and Gedeon Richter BidCo have agreed to perform the actions attributed to them under this Scheme, including the provision or procuring the provision of the Scheme Consideration to the Scheme Shareholders subject to the terms and conditions of this Scheme.

3 Conditions

3.1 Conditions precedent

This Scheme is conditional on and will have no force or effect until and unless the following conditions precedent are satisfied:

(a) all the conditions in clause 3.1 of the Implementation Deed (other than the condition in the Implementation Deed relating to Court approval of this Scheme) are satisfied or waived in accordance with the terms of the Implementation Deed by 8:00am on the Second Court Date;

(b) neither the Implementation Deed nor the Deed Poll is terminated in accordance with its terms before 8:00am on the Second Court Date;

(c) this Scheme is approved by the Court having made orders under section 411(4)(b) of the Corporations Act, including with any alterations made or required by the Court under section 411(6) of the Corporations Act as are accepted in writing by Mayne Pharma and Gedeon Richter (each acting reasonably);

(d) such other conditions made or required by the Court under section 411(6) of the Corporations Act in relation to this Scheme as are accepted in writing by Mayne Pharma and Gedeon Richter (each acting reasonably) are satisfied or waived; and

(e) the order of the Court made under section 411(4)(b) of the Corporations Act approving this Scheme becoming Effective, on or before the End Date or any later date that Mayne Pharma and Gedeon Richter agree in writing.

3.2 Certificates

(a) Each of Mayne Pharma and Gedeon Richter will provide a certificate (or such other evidence as the Court may request) to the Court at the Second Court Hearing confirming (in respect of matters within their knowledge) whether or not the conditions precedent in clauses 3.1(a) and 3.1(b) of this Scheme have been satisfied or waived.

(b) The certificates given by Mayne Pharma and Gedeon Richter under clause 3.2(a) constitute conclusive evidence (in the absence of manifest error) that the conditions precedent in clauses 3.1(a) and 3.1(b) have been satisfied or waived.

3.3 End Date

Without limiting any rights under the Implementation Deed, this Scheme will lapse and be of no further force or effect if:

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(a) the Effective Date does not occur on or before the End Date; or

(b) the Implementation Deed or the Deed Poll is terminated in accordance with its terms,

unless Gedeon Richter and Mayne Pharma otherwise agree in writing (and if required, as approved by the Court).

4 Implementation of this Scheme

4.1 Lodgement of Court orders with ASIC

If the conditions precedent set out in clause 3.1 of this Scheme (other than the condition precedent in clause 3.1(e)) are satisfied, Mayne Pharma must lodge with ASIC an office copy of the order made by the Court under section 411(4)(b) of the Corporations Act approving this Scheme as soon as practicable and in any event before 5:00pm on the Business Day immediately following the day on which Mayne Pharma receives an office copy of the court orders or such later date as Mayne Pharma and Gedeon Richter agree in writing.

4.2 Transfer of Scheme Shares

Subject to this Scheme becoming Effective, on the Implementation Date:

(a) subject to the provision of the Scheme Consideration in the manner contemplated by clauses 5.1, 5.2(a), 5.2(b) and 5.2(c), all of the Scheme Shares, together with all rights and entitlements attaching to them as at the Implementation Date, must be transferred to Gedeon Richter BidCo, without the need for any further act by any Scheme Shareholder (other than acts performed by Mayne Pharma (or any directors, officers, or secretaries of Mayne Pharma) as attorney and agent for Scheme Shareholders under clause 8.5), by:

(i) Mayne Pharma, in its capacity as the attorney and agent of the Scheme Shareholders, duly completing and executing the Scheme Transfer on behalf of the Scheme Shareholders (as transferors), and delivering it to Gedeon Richter BidCo; and

(ii) Gedeon Richter BidCo duly executing the Scheme Transfer (as transferee), attending to the stamping of the Scheme Transfer (if required) and delivering it to Mayne Pharma for registration; and

(b) immediately following receipt of the Scheme Transfer in accordance with clause 4.2(a), Mayne Pharma must enter, or procure the entry of, the name of Gedeon Richter BidCo in the Share Register in respect of all the Scheme Shares transferred to Gedeon Richter BidCo in accordance with this Scheme.

5 Scheme Consideration

5.1 Entitlement to Scheme Consideration

On the Implementation Date, in consideration for the transfer to Gedeon Richter BidCo of the Scheme Shares, each Scheme Shareholder will be entitled to the Scheme Consideration for each Scheme Share held by that Scheme Shareholder, subject to the terms of this Scheme.

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5.2 Provision of Scheme Consideration

(a) Gedeon Richter BidCo's obligation to provide the Scheme Consideration (and Gedeon Richter's obligation to ensure that Gedeon Richter BidCo does so) will be satisfied by Gedeon Richter BidCo depositing (or procuring the deposit of), in cleared funds, an amount equal to the Aggregate Scheme Consideration (less the Withholding Amount as defined in paragraph (c) of this clause) into the Trust Account before 12 noon on the Business Day immediately before the Implementation Date (provided that any interest on the amount so deposited (less bank fees and other charges) (**Accrued Interest**) will accrue for the benefit of Gedeon Richter BidCo), such amount to be held by Mayne Pharma for the purposes of paying the Scheme Consideration to Scheme Shareholders in accordance with clause 5.2(b).

(b) Subject to Gedeon Richter BidCo providing the Aggregate Scheme Consideration in accordance with clause 5.2(a), Mayne Pharma must, on the Implementation Date and from the Trust Account, pay (or procure the payment to each Scheme Shareholder of) the proportion of the Aggregate Scheme Consideration attributable to that Scheme Shareholder based on the number of Scheme Shares held by that Scheme Shareholder as at the Record Date, which obligation will be satisfied by Mayne Pharma (in its absolute discretion):

(i) where a Scheme Shareholder has, before the Record Date, made an election in accordance with the requirements of the Registry to receive distribution payments from Mayne Pharma by electronic funds transfer to a bank account nominated by the Scheme Shareholder, paying, or procuring the payment of, the relevant amount of the Aggregate Scheme Consideration in Australian currency by electronic means in accordance with that election; or

(ii) dispatching, or procuring the dispatch of, a cheque drawn on an Australian bank in Australian currency for the relevant amount of the Aggregate Scheme Consideration to the Scheme Shareholder by prepaid ordinary post (or, if the address of the Scheme Shareholder is outside Australia, by prepaid airmail post) to their Registered Address, such cheque being drawn in the name of the Scheme Shareholder (or, in the case of joint holders, in accordance with clause 5.3).

(c) If Gedeon Richter BidCo:

(i) is required by section 260-5 of Schedule 1 of the *Taxation Administration Act 1953* (Cth), or section 255 of the *Income Tax Assessment Act 1936* (Cth), to pay to the Commissioner of Taxation (**Commissioner**) an amount in respect of the acquisition of Scheme Shares (the **Withholding Amount**); and/or

(ii) has not received from a Scheme Shareholder a declaration that satisfies the requirements of section 14-225 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) and is not otherwise satisfied that it does not have an obligation to pay to the Commissioner a Withholding Amount in respect of the acquisition of Scheme Shares under Subdivision 14-D of Schedule 1 of the *Taxation Administration Act 1953* (Cth),

Gedeon Richter BidCo is permitted to deduct the Withholding Amount from the Scheme Consideration otherwise payable in respect of those Scheme Shares and remit such amounts to the Commissioner. The aggregate sum payable shall not be increased to reflect the deduction of the Withholding Amount and the net sum payable to those Scheme Shareholders to whom the Withholding Amount relates shall be taken to be in full and final satisfaction of the amounts owing to those Scheme Shareholders. Gedeon Richter BidCo must pay any Withholding Amount

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in the time required by law and, if requested in writing by the relevant Scheme Shareholder, provide a receipt or other appropriate evidence of such payment (or procure the provision of such receipt of other evidence) to the relevant Scheme Shareholder.

(d) If:

(i) either:

(A) a Scheme Shareholder does not have a Registered Address; or

(B) Mayne Pharma as the trustee for the Scheme Shareholders believes that a Scheme Shareholder is not known at the Scheme Shareholder's Registered Address,

and no account has been notified in accordance with clause 5.2(b)(i) or a deposit into such an account is rejected or refunded; or

(ii) a cheque issued under this clause 5 has been cancelled in accordance with clause 5.5(a),

Mayne Pharma as the trustee for the Scheme Shareholders may credit the amount payable to the relevant Scheme Shareholder to a separate bank account of Mayne Pharma (**Separate Account**) to be held until the Scheme Shareholder claims the amount or the amount is dealt with in accordance with the *Unclaimed Money Act 1995* (NSW). To avoid doubt, if the amount is not credited to a Separate Account, the amount will continue to be held in the Trust Account until the Scheme Shareholder claims the amount or the amount is dealt with in accordance with the *Unclaimed Money Act 1995* (NSW).

Until such time as the amount is dealt with in accordance with the *Unclaimed Money Act 1995* (NSW), Mayne Pharma must hold on trust the amount for the relevant Scheme Shareholder, but any interest or other benefit accruing from the amount will be to the benefit of Gedeon Richter BidCo. An amount credited to the Separate Account or Trust Account (as applicable) is to be treated as having been paid to the Scheme Shareholder when credited to the Separate Account or Trust Account (as applicable). Mayne Pharma must maintain records of the amounts paid, the people who are entitled to the amounts and any transfers of the amounts.

(e) To the extent that there is a surplus in the amount held by Mayne Pharma as the trustee for the Scheme Shareholders in the Trust Account or Separate Account, that surplus may be paid by Mayne Pharma as the trustee for the Scheme Shareholders to Gedeon Richter BidCo following the satisfaction of Mayne Pharma's obligations as the trustee for the Scheme Shareholders under this clause 5.2.

(f) Mayne Pharma must pay any Accrued Interest to any account nominated by Gedeon Richter BidCo following satisfaction of Mayne Pharma's obligations under clause 5.2(b).

5.3 Joint holders

In the case of Scheme Shares held in joint names:

(a) any cheque required to be sent under this Scheme will be made payable to the joint holders and sent to the holder whose name appears first in the Share Register as at the Record Date; and

(b) any other document required to be sent under this Scheme will be forwarded to the holder whose name appears first in the Share Register as at the Record Date.

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5.4 Fractional entitlements

Where the calculation of the Scheme Consideration to be issued to a particular Scheme Shareholder would result in the Scheme Shareholder becoming entitled to a fraction of a cent, the fractional entitlement will be rounded down to the nearest whole cent.

5.5 Cancellation and re-issue of cheques

(a) Mayne Pharma may cancel a cheque issued under this clause 5 if the cheque:

(i) is returned to Mayne Pharma or the Registry; or

(ii) has not been presented for payment within six months after the date on which the cheque was sent.

(b) During the period of one year commencing on the Implementation Date, on request in writing from a Scheme Shareholder to Mayne Pharma (or the Registry) (which request may not be made until the date which is 20 Business Days after the Implementation Date), a cheque that was previously cancelled under clause 5.5(a) must be reissued.

5.6 Unclaimed monies

(a) The *Unclaimed Money Act 1995* (NSW) will apply in relation to any Scheme Consideration which becomes 'unclaimed money' (as defined in sections 7 and 8 of the *Unclaimed Money Act 1995* (NSW)).

(b) Any interest or other benefit accruing from unclaimed Scheme Consideration will be to the benefit of Gedeon Richter BidCo.

5.7 Orders of a court or Government Agency

If written notice is given to Mayne Pharma (or the Registry) of an order or direction made by a court of competent jurisdiction or by another Government Agency that:

(a) requires payment to a third party of a sum in respect of Scheme Shares held by a particular Scheme Shareholder, which sum would otherwise be payable to that Scheme Shareholder by Mayne Pharma in accordance with this clause 5, then Mayne Pharma will be entitled to make that payment (or procure that it is made) in accordance with that order or direction; or

(b) prevents Mayne Pharma from making a payment to a particular Scheme Shareholder in accordance with clause 5.2(b), or such payment is otherwise prohibited by applicable law, Mayne Pharma will be entitled to retain an amount, in Australian dollars, equal to the relevant amount until such time as payment in accordance with this clause 5 is permitted by that order or direction or otherwise by law,

and the payment or retention by Mayne Pharma will constitute full discharge of Mayne Pharma's obligations under clause 5.2(b) with respect to the amount so paid or retained until, in the case of clause 5.7(b), it is no longer required to be retained.

6 Dealings in Mayne Pharma Shares

6.1 Determination of Scheme Shareholders

To establish the identity of the Scheme Shareholders, dealings in Mayne Pharma Shares or other alterations to the Share Register will only be recognised if:

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(a) in the case of dealings of the type to be effected using CHESS, the transferee is registered in the Share Register as the holder of the relevant Mayne Pharma Shares at or before the Record Date; and

(b) in all other cases, registrable transfer or transmission applications in respect of those dealings, or valid requests in respect of other alterations, are received at or before the Record Date at the place where the Share Register is kept,

and Mayne Pharma must not accept for registration, nor recognise for any purpose (except a transfer to Gedeon Richter BidCo pursuant to this Scheme and any subsequent transfer by Gedeon Richter BidCo or its successors in title), any transfer or transmission application or other request received after the Record Date, or received prior to the Record Date but not in registrable or actionable form.

6.2 Register

Mayne Pharma must register, or cause to be registered, registrable transmission applications or transfers of Scheme Shares in accordance with clause 6.1(b) at or before the Record Date, provided that nothing in this clause 6.2 requires Mayne Pharma to register a transfer that would result in a Mayne Pharma Shareholder holding a parcel of Mayne Pharma Shares that is less than a 'marketable parcel' (as defined in the operating rules of ASX).

6.3 No disposals after Record Date

If this Scheme becomes Effective, a Scheme Shareholder (and any person claiming through that holder) must not dispose of, or purport or agree to dispose of, any Scheme Shares or any interest in them after the Record Date otherwise than pursuant to this Scheme, and any attempt to do so will have no legal effect and Mayne Pharma will be entitled to disregard any such disposal, purported disposal or agreement.

6.4 Maintenance of Share Register

For the purpose of determining entitlements to the Scheme Consideration, Mayne Pharma must maintain the Share Register in accordance with the provisions of this clause 6 until the Scheme Consideration has been paid to the Scheme Shareholders and Gedeon Richter BidCo has been entered in the Share Register as the holder of all the Scheme Shares. The Share Register in this form will solely determine entitlements to the Scheme Consideration.

6.5 Effect of certificates and holding statements

Subject to provision of the Scheme Consideration and registration of the transfer of the Scheme Shares to Gedeon Richter BidCo in accordance with this Scheme, all statements of holding or share certificates for Scheme Shares (other than statements of holding in favour of Gedeon Richter BidCo or its successors in title) will cease to have effect after the Record Date as documents of title in respect of those shares and, as from that date, each entry current at that date on the Share Register (other than entries in respect of Gedeon Richter BidCo or its successors in title) will cease to have effect except as evidence of entitlement to the Scheme Consideration in respect of the Mayne Pharma Shares relating to that entry.

6.6 Details of Scheme Shareholders

(a) As soon as practicable after the Record Date, and in any event within one Business Day after the Record Date, Mayne Pharma will ensure that the details of the names, Registered Addresses and holdings of Scheme Shares for each

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Scheme Shareholder as shown in the Share Register as at the Record Date are available to Gedeon Richter in the form Gedeon Richter reasonably requires.

(b) Each Scheme Shareholder agrees that this information may be disclosed to Gedeon Richter and its advisers and other service providers to the extent necessary to effect the Scheme.

7 Quotation of Mayne Pharma Shares

(a) Mayne Pharma will apply to ASX to suspend trading in Mayne Pharma Shares with effect from the close of trading on the Effective Date.

(b) Mayne Pharma will apply:

(i) for termination of the official quotation of Mayne Pharma Shares on the ASX; and

(ii) to have itself removed from the official list of ASX,

in each case with effect on and from the close of trading on the trading day immediately following the Implementation Date, or such later date as may be:

(iii) requested by Gedeon Richter, acting reasonably; and

(iv) permitted by ASX.

8 General Scheme provisions

8.1 Consent to amendments to this Scheme

If the Court proposes to approve this Scheme subject to any alterations or conditions:

(a) Mayne Pharma may by its counsel consent on behalf of all persons concerned to those alterations or conditions to which Gedeon Richter has consented (such consent not to be unreasonably withheld or delayed); and

(b) each Scheme Shareholder agrees to any such alterations or conditions to which counsel for Mayne Pharma has consented.

8.2 Scheme Shareholders' agreements and warranties

(a) Each Scheme Shareholder:

(i) irrevocably agrees to the transfer of their Scheme Shares together with all rights and entitlements attaching to those Scheme Shares in accordance with this Scheme;

(ii) irrevocably agrees to the variation, cancellation or modification of the rights attached to their Scheme Shares constituted by or resulting from this Scheme; and

(iii) acknowledges that this Scheme binds Mayne Pharma and all Scheme Shareholders (including those who did not attend the Scheme Meeting and those who did not vote, or voted against this Scheme, at the Scheme Meeting),

without the need for any further act by the Scheme Shareholder.

(b) Each Scheme Shareholder irrevocably agrees to, on the direction of Gedeon Richter BidCo, destroy any share certificates relating to their Scheme Shares.

(c) Each Scheme Shareholder is taken to have warranted to Mayne Pharma, Gedeon Richter and Gedeon Richter BidCo, and appointed and authorised Mayne Pharma

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as its attorney and agent to warrant to Gedeon Richter and Gedeon Richter BidCo, that:

(i) all of their Scheme Shares (including any rights and entitlements attaching to their Scheme Shares) will, at the time of transfer of them to Gedeon Richter BidCo, be free from all:

(A) mortgages, charges, liens, encumbrances, pledges, security interests (including any 'security interests' within the meaning of section 12 of the *Personal Property Securities Act 2009* (Cth)) and interests of third parties of any kind, whether legal or otherwise; and

(B) restrictions on transfer of any kind;

(ii) they have full power and capacity to transfer their Scheme Shares to Gedeon Richter BidCo under the Scheme together with any rights and entitlements attaching to those Scheme Shares;

(iii) all of their Scheme Shares will, on the date on which they are transferred to Gedeon Richter BidCo, be fully paid; and

(iv) as at the Record Date, they have no existing right (whether conditional or not) to be issued any other Scheme Shares, any other form of Mayne Pharma Shares, options exercisable into Mayne Pharma Shares, Mayne Pharma convertible notes or any other Mayne Pharma securities,

and Mayne Pharma undertakes that it will provide such warranties to Gedeon Richter and Gedeon Richter BidCo as agent and attorney of each Scheme Shareholder.

8.3 Title to and rights in Scheme Shares

(a) To the extent permitted by law, the Scheme Shares (including all rights and entitlements attaching to the Scheme Shares) transferred under this Scheme will, at the time of transfer of them to Gedeon Richter BidCo, vest in Gedeon Richter BidCo free from all:

(i) mortgages, charges, liens, encumbrances, pledges, security interests (including any 'security interests' within the meaning of section 12 of the *Personal Property Securities Act 2009* (Cth)) and interests of third parties of any kind, whether legal or otherwise; and

(ii) restrictions on transfer of any kind.

(b) On the provision of the Scheme Consideration in the manner contemplated by clause 5, Gedeon Richter BidCo will be beneficially entitled to the Scheme Shares to be transferred to it under this Scheme pending registration by Mayne Pharma of Gedeon Richter BidCo in the Share Register as the holder of the Scheme Shares. Gedeon Richter BidCo's entitlement to be registered in the Share Register as the holder of the Scheme Shares arises on the Implementation Date in accordance with clause 4.2.

8.4 Appointment of Gedeon Richter BidCo as sole proxy

On the provision of the Scheme Consideration in the manner contemplated by clause 5.2(a) and until Mayne Pharma registers Gedeon Richter BidCo as the holder of all Scheme Shares in the Share Register:

(a) Gedeon Richter BidCo will be beneficially entitled to each of the Scheme Shares; and

(b) each Scheme Shareholder:

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(i) is deemed to have irrevocably appointed Gedeon Richter BidCo as attorney and agent (and directs Gedeon Richter BidCo in each such capacity) to appoint any director, officer, secretary or agent nominated by Gedeon Richter BidCo from time to time as its sole proxy and, where applicable or appropriate, corporate representative to attend shareholders' meetings, exercise the votes attaching to the Scheme Shares registered in their name and sign any shareholders' resolution whether in person, by proxy or by corporate representative;

(ii) must not attend or vote at any shareholders' meetings, exercise the votes attaching to Scheme Shares registered in their names or sign any shareholders' resolutions, whether in person, by proxy or by corporate representative (other than pursuant to clause 8.4(b)(i));

(iii) must take all other actions in the capacity of a registered holder of Scheme Shares as Gedeon Richter BidCo reasonably directs; and

(iv) acknowledges and agrees that in exercising the powers conferred by clause 8.4(b)(i), Gedeon Richter BidCo and any director, officer, secretary or agent nominated by Gedeon Richter BidCo under that clause may act in the best interests of Gedeon Richter BidCo as the intended registered holder of the Scheme Shares.

8.5 Authority given to Mayne Pharma

On and from the Effective Date, each Scheme Shareholder, without the need for any further act by the Scheme Shareholder, irrevocably appoints Mayne Pharma and each of its directors, officers and secretaries (jointly and each of them severally) as its attorney and agent for the purposes of:

(a) enforcing the Deed Poll against Gedeon Richter and Gedeon Richter BidCo; and

(b) executing any document, or doing or taking any other act, necessary, desirable or expedient to give effect to this Scheme and the transactions contemplated by it, including executing and providing the Scheme Transfer,

and Mayne Pharma accepts such appointment. Mayne Pharma, as attorney and agent of each Scheme Shareholder, may sub-delegate its functions, authorities or powers under this clause 8.5 to all or any of its directors, officers or secretaries (jointly, severally or jointly and severally).

8.6 Binding effect of this Scheme

This Scheme binds Mayne Pharma and all of the Scheme Shareholders (including those who did not attend the Scheme Meeting and those who did not vote, or voted against this Scheme, at the Scheme Meeting) and, to the extent of any inconsistency, overrides the constitution of Mayne Pharma.

9 General

9.1 Stamp duty

Gedeon Richter and Gedeon Richter BidCo will:

(a) pay all stamp duty (if any) and any related fines and penalties payable in respect of the Scheme and the Deed Poll, the performance of the Deed Poll and each transaction effected by or made under or in connection with the Scheme and the Deed Poll; and

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(b) indemnify each Scheme Shareholder against any liability arising from failure to comply with clause 9.1(a).

9.2 Consent

Each Scheme Shareholder consents to Mayne Pharma doing all things necessary or incidental to give full effect to the implementation of this Scheme and the transactions contemplated by it, whether on behalf of the Scheme Shareholders, Mayne Pharma or otherwise.

9.3 Notices

(a) If a notice, transfer, transmission application, direction or other communication referred to in this Scheme is sent by post to Mayne Pharma, it will not be taken to be received in the ordinary course of post or on a date and time other than the date and time (if any) on which it is actually received at Mayne Pharma's registered office or at the office of the Registry.

(b) The accidental omission to give notice of the Scheme Meeting or the non-receipt of such notice by a Mayne Pharma Shareholder will not, unless so ordered by the Court, invalidate the Scheme Meeting or the proceedings of the Scheme Meeting.

9.4 Governing law and jurisdiction

(a) This Scheme and any dispute arising out of or in connection with the subject matters of this document is governed by the laws in force in New South Wales, Australia.

(b) Each party irrevocably:

(i) submits to the non-exclusive jurisdiction of the courts of New South Wales, Commonwealth courts having jurisdiction in that state and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this Scheme; and

(ii) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 9.4(b)(i).

9.5 Further action

Mayne Pharma must do all things and execute all documents necessary or incidental to give full effect to this Scheme and the transactions contemplated by it.

9.6 No liability when acting in good faith

Each Scheme Shareholder agrees that none of Mayne Pharma, Gedeon Richter, Gedeon Richter BidCo, or any of their respective directors, officers or employees will be liable for anything done or omitted to be done in the performance of this Scheme or the Deed Poll when the relevant person has acted in good faith.

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Schedule 1 Dictionary

1 Dictionary

Accrued Interest has the meaning given in clause 5.2(a).

Aggregate Scheme Consideration means the Scheme Consideration multiplied by the total number of Scheme Shares.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited (ABN 98 008 624 691) or, where the context requires, the financial market operated by it.

Business Day has the meaning given in the official listing rules of ASX.

CHESS means the Clearing House Electronic Subregister System operated by ASX Settlement Pty Limited and ASX Clear Pty Limited.

Corporations Act means the *Corporations Act 2001* (Cth).

Court means the Supreme Court of New South Wales or any other court of competent jurisdiction under the Corporations Act as agreed in writing between Mayne Pharma and Gedeon Richter.

Deed Poll means the deed poll dated [***insert***] under which, among other things, Gedeon Richter BidCo covenants in favour of Scheme Shareholders to provide the Scheme Consideration in accordance with the Scheme and Gedeon Richter covenants in favour of the Scheme Shareholders to ensure that Gedeon Richter BidCo does so.

Effective means the coming into effect, under section 411(10) of the Corporations Act, of the order of the Court made under section 411(4)(b) of the Corporations Act in relation to this Scheme.

Effective Date means the date on which this Scheme becomes Effective.

End Date means 5pm on the date that is nine months after the date of the Implementation Deed (subject to any adjustment under the Implementation Deed).

Gedeon Richter means Gedeon Richter Plc., a Hungarian public limited company.

Gedeon Richter BidCo means [***insert***].

Government Agency means any foreign or Australian government or governmental, semi-governmental, administrative, fiscal, statutory or judicial body, department, commission, authority, tribunal, agency or entity, or any minister of the Crown in right of the Commonwealth of Australia or any state, or any other federal, state, provincial, local or other government, whether foreign or Australian. It also includes any self-regulatory organisation established under statute or otherwise discharging substantially public or regulatory functions (including ASIC and the Takeovers Panel) and any securities exchange.

Implementation Date means the fifth Business Day after the Record Date or such other day as Mayne Pharma and Gedeon Richter agree in writing.

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Implementation Deed means the scheme implementation deed dated 17 November 2026 between Mayne Pharma, Gedeon Richter and Gedeon Richter BidCo relating to, among other things, the implementation of the Scheme.

Listing Rules means the official listing rules of ASX.

Mayne Pharma means Mayne Pharma Group Limited (ACN 115 832 963).

Mayne Pharma Share means an ordinary share in the capital of Mayne Pharma.

Mayne Pharma Shareholder means each person who is registered in the Share Register as a holder of Mayne Pharma Shares.

Notice has the meaning given in the Implementation Deed.

Record Date means 7:00pm on the second Business Day after the Effective Date of the Scheme, or such other time and date as Mayne Pharma and Gedeon Richter agree in writing and ASX may allow.

Registered Address means, in relation to a Scheme Shareholder, the address shown in the Share Register as at the Record Date.

Registry means Computershare Investor Services Pty Limited or any replacement provider of share registry services to Mayne Pharma.

Scheme means this scheme of arrangement between Mayne Pharma and Scheme Shareholders under which all of the Scheme Shares will be transferred to Gedeon Richter BidCo under Part 5.1 of the Corporations Act, in consideration for the Scheme Consideration, subject to any alterations or conditions that are:

(a) agreed to in writing by Mayne Pharma and Gedeon Richter, and approved by the Court; or

(b) made or required by the Court under section 411(6) of the Corporations Act and agreed to in writing by Mayne Pharma and Gedeon Richter.

Scheme Consideration means, in respect of each Scheme Share, $6.40 in cash.

Scheme Meeting means the meeting of Mayne Pharma Shareholders ordered by the Court to be convened under section 411(1) of the Corporations Act.

Scheme Share means a Mayne Pharma Share held by a Scheme Shareholder as at the Record Date.

Scheme Shareholder means a Mayne Pharma Shareholder recorded in the Share Register as at the Record Date.

Scheme Transfer means a proper instrument of transfer in respect of the Scheme Shares for the purposes of section 1071B of the Corporations Act, in the form of a master transfer form for all of the Scheme Shares.

Second Court Date means the first day on which an application made to the Court for orders under section 411(4)(b) of the Corporations Act approving this Scheme is heard (or if the application is adjourned or subject to appeal for any reason, the day on which the adjourned application is heard), with such hearing being the **Second Court Hearing**.

Separate Account has the meaning given in clause 5.2(d).

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Share Register means the register of Mayne Pharma Shareholders maintained in accordance with the Corporations Act.

Trust Account means an Australian dollar denominated trust account which is operated by Mayne Pharma (or the Registry on its behalf) as trustee for the Scheme Shareholders.

2 Interpretation

In this Scheme, the following rules of interpretation apply unless the contrary intention appears.

(a) Headings are for convenience only and do not affect the interpretation of this Scheme.

(b) The singular includes the plural and vice versa.

(c) Words that are gender neutral or gender specific include each gender.

(d) Where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

(e) The words 'include', 'including', 'such as', 'for example' and similar expressions are not words of limitation and do not limit what else might be included.

(f) A reference to:

(i) a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate or entity (as that term is defined in section 64A of the Corporations Act);

(ii) a thing (including a chose in action or other right) includes a part of that thing;

(iii) a party includes its successors and permitted assigns;

(iv) a document includes all amendments or supplements to that document;

(v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or a party, schedule or attachment to, this Scheme (as applicable);

(vi) this Scheme includes all schedules to it;

(vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a Listing Rule and is a reference to that law as amended, consolidated or replaced;

(viii) an agreement (other than this Scheme) includes an undertaking or legally enforceable arrangement or understanding (whether or not in writing);

(ix) a time period includes the date referred to as that on which the period begins and the date referred to as that on which the period ends; and

(x) a monetary amount is in Australian dollars.

(g) An agreement on the part of two or more persons binds them jointly and severally.

(h) When the day on which something must be done is not a Business Day, that thing must be done on the following Business Day.

(i) In determining the time of day where relevant to this Scheme, the time of day is:

(i) for the purposes of giving or receiving Notice, the time of day where the party receiving Notice is located; or

(ii) for any other purpose under this Scheme, the time of day in the place where the party required to perform an obligation is located.

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(j) No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Scheme or any part of it.

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Attachment B Deed Poll

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Deed poll

[insert] (ACN [●])

Gedeon Richter Plc.

In favour of each person registered as a holder of Mayne Pharma Shares as at the Record Date

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Date: [*insert*]

Parties

[insert] (ACN [●]), C/- Johnson Winter Slattery, Level 14, 50 Bridge Street, Sydney NSW 2000 (**Gedeon Richter BidCo**)

and

Gedeon Richter Plc. of 1103 Budapest, Gyömrői út 19–21, Hungary (**Gedeon Richter**)

in favour of

Each person registered as a holder of Mayne Pharma Shares as at the Record Date (**Scheme Shareholders**)

Background

A Mayne Pharma and Gedeon Richter have entered into the Implementation Deed, under which:

(i) Mayne Pharma and Gedeon Richter have agreed to implement the Scheme;

(ii) the effect of the Scheme will be that all Scheme Shares will be transferred to Gedeon Richter BidCo in consideration for Gedeon Richter BidCo paying, or procuring the payment of, the Scheme Consideration to each Scheme Shareholder, in accordance with the Scheme; and

(iii) Gedeon Richter has agreed to:

(A) enter into this deed poll; and

(B) ensure that Gedeon Richter BidCo pays or procures the provision of the Scheme Consideration to each Scheme Shareholder, in accordance with the Scheme.

B Gedeon Richter BidCo is entering into this deed poll for the purpose of covenanting in favour of the Scheme Shareholders to undertake the actions attributed to Gedeon Richter BidCo under the Scheme.

1 Defined terms and interpretation

1.1 Defined terms

Unless the context otherwise requires:

(a) **Scheme** means the proposed scheme of arrangement under Part 5.1 of the Corporations Act between Mayne Pharma and the Scheme Shareholders, substantially in the form of Attachment A to this deed poll, subject to any alterations or conditions that are:

(i) agreed to in writing by Mayne Pharma and Gedeon Richter, and approved by the Court; or

(ii) made or required by the Court under section 411(6) of the Corporations Act and agreed to in writing by Mayne Pharma and Gedeon Richter; and

(b) terms defined in the Scheme have the same meaning when used in this deed poll.

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1.2 Interpretation

Clause 2 of Schedule 1 of the Scheme applies to the interpretation of this deed poll, except that references to 'this Scheme' are to be read as references to 'this deed poll'.

1.3 Nature of deed poll

Each of Gedeon Richter and Gedeon Richter BidCo acknowledges and agrees that:

(a) this deed poll may be relied on and enforced by any Scheme Shareholder in accordance with the terms of this deed poll even though the Scheme Shareholders are not party to it; and

(b) under the Scheme, each Scheme Shareholder irrevocably appoints Mayne Pharma and each of its directors, officers and secretaries (jointly and each of them severally) as its agent and attorney for the purposes of enforcing this deed poll against Gedeon Richter and Gedeon Richter BidCo.

2 Conditions

2.1 Conditions

This deed poll and the obligations of Gedeon Richter and Gedeon Richter BidCo under this deed poll are subject to the Scheme becoming Effective.

2.2 Termination

This deed poll and the obligations of Gedeon Richter and Gedeon Richter BidCo under this deed poll will automatically terminate and the terms of this deed poll will be of no further force or effect if:

(a) the Implementation Deed is terminated in accordance with its terms; or

(b) the Scheme does not become Effective by the End Date or any later date as the Court, with the consent of Gedeon Richter and Mayne Pharma, may order,

unless Mayne Pharma and Gedeon Richter otherwise agree in writing.

2.3 Consequences of termination

If this deed poll is terminated under clause 2.2:

(a) Gedeon Richter and Gedeon Richter BidCo are released from their obligations to further perform this deed poll, except those obligations under clause 7.1; and

(b) in addition and without prejudice to any other rights, powers or remedies available to the Scheme Shareholders, each Scheme Shareholder retains the rights they have against Gedeon Richter and Gedeon Richter BidCo in respect of any breach of this deed poll which occurred before it was terminated.

3 Gedeon Richter BidCo undertakings

Subject to clause 2, Gedeon Richter BidCo undertakes in favour of each Scheme Shareholder to:

(a) deposit or procure the deposit of the Aggregate Scheme Consideration in cleared funds into the Trust Account before 12 noon on the Business Day immediately before the Implementation Date (it being noted that, in accordance with the Scheme, any interest on the amount so deposited, less bank fees and other charges, will accrue for the benefit of Gedeon Richter BidCo); and

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(b) undertake or procure the undertaking of all other actions attributed to it under the Scheme, as if named as a party to the Scheme,

in each case subject to and in accordance with the terms and conditions of the Scheme.

4 Gedeon Richter undertakings

Subject to clause 2, Gedeon Richter undertakes in favour of each Scheme Shareholder that it will procure that Gedeon Richter BidCo observes and performs all obligations contemplated of it under clause 3.

5 Warranties

Each of Gedeon Richter and Gedeon Richter BidCo represents and warrants in favour of each Scheme Shareholder that:

(a) it is a corporation validly existing under the laws of its place of incorporation;

(b) it has the legal right and full corporate power to enter into and perform its obligations under this deed poll and to carry out the transactions contemplated by this deed poll;

(c) it has taken all necessary corporate action to authorise its entry into this deed poll and has taken or will take all necessary corporate action to authorise the performance by it of this deed poll and to carry out the transactions contemplated by this deed poll;

(d) it is solvent and no resolutions have been passed nor has any other step been taken or legal proceedings commenced or threatened against it for its winding up or dissolution or for the appointment of a liquidator, receiver, administrator or similar officer over any or all of its assets (or any event under any law which is analogous to, or which has a substantially similar effect to, any of the events referred to in this paragraph);

(e) this deed poll is valid and binding on it and is enforceable against it in accordance with the terms of this deed poll; and

(f) this deed poll does not conflict with, or result in the breach of or default under, any provision of its constitution, or any writ, order or injunction, judgment, law, rule or regulation to which it is a party or subject or by which it is bound.

6 Continuing obligations

This deed poll is irrevocable and, subject to clause 2, remains in full force and effect until:

(a) each of Gedeon Richter and Gedeon Richter BidCo has fully performed its obligations under this deed poll; or

(b) the earlier termination of this deed poll under clause 2.2.

7 General

7.1 Stamp duty

Gedeon Richter BidCo must, and Gedeon Richter unconditionally and irrevocably guarantees the obligation of Gedeon Richter BidCo to:

(a) pay all stamp duty (if any) and any related fines and penalties payable on or in connection with the transfer by the Scheme Shareholders of the Scheme Shares to Gedeon Richter BidCo pursuant to the Scheme and this deed poll; and

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(b) indemnify each Scheme Shareholder against any liability arising from failure to comply with clause 7.1(a).

7.2 Notices

(a) Any notice or other communication to Gedeon Richter or Gedeon Richter BidCo in connection with this deed poll must be:

(i) in legible writing in English;

(ii) signed by the person making the communication or that person's duly authorised agent; and

(iii) given by hand delivery, sent by express or registered post (in either case, with delivery confirmation) or email in accordance with the details set out below:

Attention:	Dr. Imre Gonda (Director Legal and IP Department)
Address (Gedeon Richter)	1103 Budapest, Gyömrői út 19–21, Hungary
Address (Gedeon Richter BidCo):	C/- Johnson Winter Slattery, Level 14, 50 Bridge Street, Sydney NSW 2000
Email:	[redacted] with a copy (for information purposes only) to james.rozsa@jws.com.au and scott.cummins@jws.com.au

If a person sends a communication contemplated by this deed poll to Gedeon Richter or Gedeon Richter BidCo other than by email, they must use all reasonable endeavours to send a copy of the communication promptly by email.

(b) Subject to clause 7.2(c), any notice or other communication given in accordance with clause 7.2(a) will be taken to have been received as follows:

(i) if delivered by hand, on delivery;

(ii) if sent by express or registered post (in either case, with delivery confirmation), on the date that the communication is received at the relevant address; and

(iii) if sent by email:

(A) when the sender receives an email from the recipient confirming receipt of the email; or

(B) when it is otherwise established that the email (including any attachment) came to the attention of the recipient,

whichever happens first.

(c) Any notice or other communication that, pursuant to clause 7.2(b), would be deemed to be given:

(i) before 9:00am on a Business Day, it will be taken to be received at 9:00am on that Business Day; or

(ii) after 5:00pm on a Business Day or on a non-Business Day, it will be taken to be received at 9:00am on the next Business Day,

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where references to time are to time in the place the recipient is located.

7.3 Cumulative rights

The rights, powers and remedies of Gedeon Richter, Gedeon Richter BidCo and each Scheme Shareholder under this deed poll are cumulative with and do not exclude the rights, powers or remedies provided by law independently of this deed poll.

7.4 Waiver

(a) A party waives a right under this deed poll only by written notice that it waives that right. A waiver is limited to the specific instance to which it relates and to the specific purpose for which it is given.

(b) Failure to exercise or enforce, a delay in exercising or enforcing, or the partial exercise or enforcement of:

(i) any right, power or remedy provided by law or under this deed poll; or

(ii) any right, power, authority, discretion or remedy created or arising upon default under this deed poll,

by any party will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this deed poll.

7.5 Variation

A provision of this deed poll may not be varied unless the variation is agreed to by Gedeon Richter and Gedeon Richter BidCo and:

(a) if before the First Court Date, the variation is agreed to by Mayne Pharma in writing; or

(b) if on or after the First Court Date, the variation is agreed to by Mayne Pharma in writing and the Court indicates that the variation would not of itself preclude approval of the Scheme,

in which event Gedeon Richter and Gedeon Richter BidCo must enter into a further deed poll in favour of the Scheme Shareholders giving effect to the variation.

7.6 Governing law, jurisdiction and process agent

(a) This deed poll is governed by the laws in force in New South Wales, Australia.

(b) Each of Gedeon Richter and Gedeon Richter BidCo irrevocably:

(i) submits to the non-exclusive jurisdiction of the courts of New South Wales, Commonwealth courts having jurisdiction in that state and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to the Scheme; and

(ii) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 7.6(b)(i).

(c) Gedeon Richter irrevocably appoints Johnson Winter Slattery of Level 14, 50 Bridge Street, Sydney, New South Wales 2000, Australia to receive on its behalf service of process in connection with this deed poll, the Scheme and related non-contractual matters, and agrees that service of any process or documents on the agent will be sufficient service on it.

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7.7 Assignment

(a) The rights created by this deed poll are personal to Gedeon Richter, Gedeon Richter BidCo and each Scheme Shareholder, and must not be dealt with at law or in equity.

(b) Any purported dealing in contravention of clause 7.7(a) is invalid.

7.8 Further action

Each of Gedeon Richter and Gedeon Richter BidCo must, at its own expense, promptly do all things and execute all documents necessary to give full effect to this deed poll and the transactions contemplated by it.

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Execution page

Executed as a deed.

Signed, sealed and delivered by **[insert] (ACN [●])** in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of director	Signature of director/secretary
Name of director (print)	Name of director/secretary (print)

Signed, sealed and delivered by **Gedeon Richter Plc.** in the presence of:

Seal

Signature of witness	Signature of authorised officer
Name and title of witness (print)	Name and title of authorised officer (print)

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Attachment A Scheme

See overleaf

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