

Consent Decree per Section 50B of the Economic Competition Law, 1988

A. Definitions

"Related Person" – any person controlling Bristol-Myers Squibb Company, any entity controlled by or under common control with Bristol-Myers Squibb Company, and any entity controlled by any of them;

"Tribunal" – the Competition Tribunal;

"The Law" – the Economic Competition Law, 5748-1988;

"Director General" – the Competition Director General (including the Israeli Competition Authority);

"Subject Matter of the Decree" – (1) Conduct that is known to the Director General at the time of signing this Decree in connection with the supply of the drug Imnovid including the supply of the drug Imnovid to KS Kim International (SK-Pharma) Ltd., and everything related thereto, including any negotiations, correspondence and discussions that were conducted following any request to provide the drug Imnovid; (2) The agreement between BMS and Neopharm Scientific Ltd., and all of the above mentioned - until the date of the Tribunal's approval of this Consent Decree;¹

"Anyone on its behalf" – including its officers, employees, agents, counsel, consultants, directors, and shareholders, past and present;

"Control" – As defined by the Economic Competition Rules (General Provisions and Definitions) (Temporary Provision), 5766-2006;

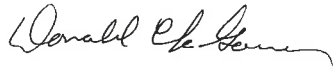
"BMS" – Bristol-Myers Squibb Company and any Related Person.

B. The commitments that are subject to the Decree

1. BMS will pay a total of NIS 10,000,000 to the State Treasury. The Payment will be made within 60 days from the date of the Tribunal's decision giving effect to a Decree for these consents in accordance with Section 50B of the Law.

¹ Restatement of the Supply and Distribution Agreement, between Celgene Logistics Sarl and Neopharm Scientific Ltd, executed as of December 1, 2016, including all its schedules, attachments and amendments, included in BMS's responses to RFIs sent to it by the Director General; and any other agreements between BMS and Neopharm Scientific Ltd. included in BMS's responses to RFIs sent to it by the Director General.

2. Subject to the approval of this Consent Decree by the Tribunal and compliance with the provisions of para. 1 above, the Director General will not take any enforcement measures or exercise of any authority whatsoever with respect to BMS, or anyone on its behalf, with respect to the Subject Matter of the Decree, and with respect to any other matter regarding the Imnovid drug (including in connection with the examination proceeding itself conducted by the Director General) known to the Director General at the date of signing this Decree.
3. It is hereby clarified that any mention of BMS, or anyone on its behalf, in any decision or other document from the Director General in connection with the Subject Matter of the Decree, whether the decision or the document deals with BMS or with any other entity, shall not constitute evidence against BMS or anyone on its behalf.
4. This Consent Decree shall not be construed as an agreement or admission by BMS or anyone on its behalf, of any violation of the provisions of the Law or any other law.
5. This Consent Decree shall not be construed as an agreement or admission by BMS, or anyone on its behalf, regarding the existence of authority to the Director General to exercise any powers in connection with them and/or regarding the applicability of the Law to them, and they deny any claim of such authority or applicability.
6. The provisions of this Decree should not be construed as implying the existence of a finding by the Director General regarding a violation of the Law by BMS or anyone on its behalf and they should not be considered as evidence of a violation of the Law.

IN WITNESS WHEREOF:


June 24, 2024

Bristol-Myers Squibb Company

Date

I, Tal Eyal-Boger, legal counsel for Bristol-Myers Squibb Company, hereby confirm that the person who signed above in its name is authorized to do so.

טל אייל-בוגר, ע"ד.
מ.ר. 17025
TAL Eyal-BOGER

Signature and stamp

Director General

Date