Purchase Order Standard Terms and Conditions

1. OFFER AND ACCEPTANCE -- The Purchase Order constitutes an offer by Buyer to purchase the Products and/or Services in accordance with these Standard Terms and Conditions. These Standard Terms and Conditions ("the Conditions") and the relevant Purchase Order, together with the Master Agreement (if any), the terms of which are incorporated herein by this reference, constitute the entire agreement between the parties (and shall collectively be referred to herein as, the "Agreement") and supersedes all previous agreements and understandings, whether written or oral, between Buyer and Seller with respect to the supply of Products and/or Services as outlined in the Purchase Order. No variation (including the introduction of any additional terms and conditions by Seller), change to or modification of the Agreement shall be binding upon Buyer unless signed by an **authorized** representative of Buyer. The Agreement shall be deemed accepted on Seller's commencement of any performance called for by the Purchase Order, and the Seller agrees to be bound by all terms and conditions contained in the Agreement from the date on which acceptance is deemed. Buyer is not obligated to any minimum purchase or future purchase obligations.

2. DEFINITIONS –

   'Buyer' means the party described as the Buyer in the Purchase Order.

   'Deliverables' mean all documents, products, materials and data developed by Seller or any Supplier as part of or in relation to the Services, in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, specifications and reports (including drafts).

   'Master Agreement' shall mean and refer to a master vendor agreement or similar agreement executed by Buyer, or a Buyer affiliate, and Seller, or a Seller affiliate, and that contemplates the purchase of Products and/or Services through the issuance of a Purchase Order. To be deemed an acceptable Master Agreement, evidence of both Buyer's Legal approval thereon and sufficient authority of the Buyer signatory must be able to be produced, upon request.

   'Products' means all or any of those items described in the Purchase Order which are to be supplied to Buyer or supplied to the Buyer via a Supplier.

   'Parties' means the Buyer and Seller.

   'Purchase Order' means the order placed by the Buyer under which the Seller agrees to provide Products and/or Services to the Buyer.

   'Seller' means the party described as the Seller in the Purchase Order.

   'Services' means all or any of the services, including, without limitation, Deliverables, described in the Purchase Order which are to be performed by the Seller, or by the Supplier on behalf of the Seller, for the benefit of the Buyer. 'Supplier' means any person, firm, company or business commissioned by the Seller for the supply of Products, or the provision of Services, to the Buyer. Seller's use of any Supplier shall be governed by the terms of Section 11 of the Conditions below. For purposes of the Agreement, any subsidiary or affiliate of Seller shall be deemed a 'Supplier'.

   'Term' means the duration of the Agreement as described in Section 3 of the Conditions below. 'Working Day' means the Buyer's usual working days, excluding public holidays, bank holidays or any other holiday. Any reference to 'written' or 'writing' shall include e-mails.

3. TERM AND TERMINATION -- The Term of a Purchase Order shall commence as of the date of deemed acceptance by Seller and shall expire once the Buyer has accepted the Products and/or the Services. The Term and termination of the Master Agreement shall be in accordance with the terms of the Master Agreement. The Term of the Agreement shall run concurrent with any Purchase Order Term and Master Agreement Term. Buyer may terminate a Purchase Order at any time, in whole or in part, by written notice to Seller, with or

without cause. If the Seller becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then Buyer may terminate a Purchase Order immediately upon written notice to Seller. If Buyer terminates the Purchase Order, for any reason, Seller's sole and exclusive remedy is payment for the Products and/or Services received and accepted by Buyer prior to the termination.

4. PRICE AND DELIVERY -- Seller shall furnish the Products and/or Services described in the Purchase Order in accordance with the prices and delivery instructions stated on the face of the Purchase Order, or such other delivery instructions as may be agreed upon by the Parties in writing. All Products shall be delivered on the specified date ("Delivery Date") to the address specified in the Purchase Order (the "Delivery Location") during normal business hours or as otherwise instructed by Buyer. The Products will not be deemed delivered unless Seller obtains a receipt of delivery from an authorized officer of Buyer. All Products shall be received subject to Buyer's right of inspection and rejection (as set forth in Section 6 of the Conditions below). The delivery of Products implies that all such Products are fully compliant with the Agreement. Acknowledgment of receipt of the Products shall not constitute acceptance. Services will not be deemed performed unless and until the Services have been performed to the satisfaction of the Buyer.

5. QUANTITY -- If Seller delivers more than the quantity of Products ordered, Buyer may reject all or any excess Products. If Seller delivers less than the quantity of Products ordered, Buyer may reject all Products, accept the reduced amount of Products (subject to the terms below), or require that Seller immediately provide enough Products to bring the quantity to the agreed upon number. Any such rejected Products shall be returned to Seller at Seller's risk and expense. If Buyer does not reject the Products and instead accepts the delivery of Products at the increased or reduced quantity, the price for the Products shall be adjusted on a pro-rata basis.

6. INSPECTION, ACCEPTANCE AND REJECTION OF PRODUCTS OR SERVICES -- Buyer has the right to inspect the Products on or after the Delivery Date. If at any time within three (3) months of the Delivery Date it is determined that all or any portion of the Products are nonconforming, damaged or defective; were lost in transit; or fail to comply with the Agreement, Buyer may reject the Products. If Buyer rejects any portion of the Products, Buyer has the right, effective upon written notice to Seller, to: (a) rescind the Purchase Order in its entirety; (b) accept the Products at a reasonably reduced price; or (c) reject the Products and require replacement of the rejected Products. If Buyer requires replacement of the Products, Seller shall, at its expense, promptly replace the nonconforming, damaged or defective Products and pay for all related expenses, including transportation charges for the return of the defective Products and the delivery of replacement Products. If Seller fails to timely deliver replacement Products, Buyer may replace them with Products from a third party and charge Seller the cost thereof and terminate the Purchase Order for cause pursuant to Section 3. Any inspection or other action by Buyer under this Section 6 shall not reduce or otherwise affect Seller's obligations under the Agreement, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions. If at any time within three (3) months from the purported completion of the Services it is determined the Services fail to comply with the Agreement or are not performed to the satisfaction of the Buyer, Seller agrees, at Buyer's option, to either repeat the Services at issue or refund the portion of the consideration attributable thereto.

7. PACKING AND SHIPPING -- All items shall be packaged, marked and otherwise prepared in accordance with good commercial practices and Buyer's instructions (if any). Seller shall mark on all containers the handling and loading instructions, shipping information, Purchase Order number, item number, quantity per

container, shipment date and names and addresses of Seller and Buyer (or its third party designee), and any other information requested by Buyer, but exclude the Buyers' invoice which shall be sent to the attention of the Buyer's accounts payable departments separately. An itemized packing list must accompany each shipment. Any return of packaging material shall be made at Seller's expense.

8. TITLE AND RISK OF LOSS – The title of Products passes to Buyer upon delivery to the Delivery Location. Delivery shall be made DDP Delivery Location, Incoterms® 2010. Seller shall bear all risk of loss or damages to Products covered by the Purchase Order until delivery of the Products is completed.

9. CHANGES -- Buyer may at any time make changes as to designs, specifications, method of shipment, Delivery Date or Delivery Location. If any such change causes an increase or decrease in the cost of, or the time required for the performance of the Purchase Order or the amount of Products and/or Services to be provided under the Purchase Order, a mutually equitable adjustment shall be made in the contract price, or Delivery Date or schedule, or both. During performance of the Purchase Order, Seller shall not make any changes in the design or items to be furnished by Seller under that Purchase Order without advance written notification to and written approval of Buyer.

10. NOTICE OF DELAY – Seller shall notify Buyer immediately upon determination of any potential or actual delay in the delivery of Products and/ or Services as required by the terms of the Purchase Order. This notification shall be conducted in the form of a verifiable correspondence (e-mail or letter), with receipt deemed given on the date received by Buyer. Buyer's acknowledgement of this notification does not constitute a waiver of Buyer's rights and remedies. If Seller fails to deliver any Products and/or Services in full on the Delivery Date, Buyer may terminate the Purchase Order immediately by providing written notice to Seller.

11. USE OF SUPPLIERS – Seller shall have the authority to utilize Suppliers as may be required to provide the Products and/or Services; provided, however, that: (i) Suppliers must be approved in advance by Buyer; (ii) Seller shall be responsible for all taxes, payroll deductions and similar items which may result from the retention of such Suppliers to assist in the performance of Seller's obligations under the Agreement; (iii) Compensation for the Products and/or Services of said Suppliers shall be paid to Seller by Buyer on a pass-through basis and at no profit to Seller; (iv) Seller shall be responsible for issuing all relevant payments to Suppliers; (v) Seller shall remain responsible for the provision of the Products and/or Services by its Suppliers as if performed or to be performed by Seller; (vi) All relevant terms and conditions of the Agreement shall equally apply to such Suppliers. Accordingly, all references to "Seller" herein shall automatically include reference to Seller's Suppliers; (vii) For the avoidance of doubt, Seller shall specifically and without limitation bind each of its Suppliers, by written contractual agreement, to all applicable portions of the Agreement, including, without limitation with regard to warranties, confidentiality, data privacy, indemnification, insurance, intellectual property, right of access and publicity; (viii) Seller shall be liable for the acts and omissions of its Suppliers; (ix) Seller shall conduct appropriate due diligence on each Supplier in accordance with relevant industry standards and the Agreement; and (x) The authorization contained in this Section 11 shall extend to Seller only and shall not be implied or interpreted as authorization from Buyer for Seller to permit Seller's Suppliers to further subcontract. In fact, Seller shall be required to specifically prohibit its Suppliers from further subcontracting in relation to the Products and/or Services to be provided hereunder.

12. RIGHT OF ACCESS – During the Term of the Agreement, Seller shall maintain all materials and all other data obtained or generated by Seller in the course of providing the Products and/or Services hereunder,

including all computerized records and files. Seller shall cooperate with any internal reviews or audits by Buyer (or its representatives) and shall make available for examination and duplication, during normal business hours and at mutually agreeable times, all documentation, data and information relating to the Agreement. Seller further agrees to immediately inform Buyer of any regulatory action taken against Seller and to provide a copy of any written correspondence received from a regulatory agency that relates to or may impact Seller's Products and/or Services hereunder. Additionally, Seller agrees to notify Buyer of any request received from any applicable regulatory or other governmental agency to inspect, audit, or otherwise gain access to any information, data or materials pertaining to the Products and/or Services provided by Seller under the Agreement. Seller shall notify Buyer of such requests prior to permitting any third party access, unless prior notice is not possible. Seller agrees to permit inspection of such information, data and materials by authorized representatives of such agencies as required by law. Seller will provide Buyer with copies of such notice(s) and related correspondence and permit Buyer representatives to attend such visits. Seller agrees to advise Buyer of any other regulatory inspection of Seller and to provide Buyer with a copy of any inspection report. Any response to a regulatory agency which is related to the Products and/or Services provided by Seller to Buyer will be subject to approval by Buyer prior to issuance; provided that such approval will not be unreasonably withheld.

13. PAYMENT TERMS -- Seller shall issue an invoice to Buyer after the completion of delivery and in accordance with these Conditions. Where pricing is to be invoiced on the basis of 'time and materials' for Services, Seller will provide Buyer with an invoice each month in arrears for amounts as specified on the Purchase Order. Where pricing is on the basis of a fixed price for Products and/or Services with or without milestone payments or on the basis of 'time and materials' on achievement of certain milestones then Seller will provide Buyer with an invoice on delivery of conforming Products or on completion of the Services or on achievement of the relevant milestone, as the case may be, for amounts due per the Purchase Order. Notwithstanding the foregoing, invoices must be submitted to Buyer within thirty (30) days of providing the Products and/or Services. Buyer shall pay all properly invoiced amounts which are stated in the Purchase Order due to Seller within sixty (60) days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. All invoices and payments under a Purchase Order will be in the currency specified on the face of the Purchase Order. Buyer's payment shall be made by means of a check, wire transfer or other electronic means. In the event of a payment dispute, Buyer shall deliver a written statement to Seller describing all disputed items. Amounts not disputed are deemed accepted and will be paid, notwithstanding disputes on other items, within the period set forth in this Section 13. The Parties shall seek to resolve all disputes expeditiously and in good faith. Seller shall continue performing its obligations under the Purchase Order notwithstanding any such dispute. Buyer shall have no obligation to issue payment to Seller for Products and/or Services provided which were not invoiced to Buyer in accordance with the Agreement. Payments under a Purchase Order shall represent full and complete compensation for all obligations assumed by Seller under the Agreement and for all inventions, improvements, and copyright or patent rights assigned to Buyer as more fully set forth in Section 17 of these Conditions below. No premium fees or overtime rates are allowed without prior written authorization and inclusion of such fees on a Purchase Order. If billing is at an hourly rate, it shall not include time travelling to or from work, or travelling in the course of work, unless explicitly authorized in advance in writing by Buyer and thereafter included on a Purchase Order. Notwithstanding the above, Buyer's payment of an invoice does not indicate its acceptance of Seller's Products and/or Services, nor its waiver of any warranty rights in respect of the Products and/or Services. Payment shall not prejudice Buyer's rights to return nonconforming Products and/or to not accept the Services or its right to receive credit or reimbursement for the nonconforming Products and/or not accepted Services. Buyer does not accept additional financial charges, including but not limited to interest,

in the event of late payment, and no such charges shall be considered valid.

14. WARRANTIES -- In addition to all warranties implied by law and any express warranties provided by Seller, Seller warrants that all Products and/or Services shall (a) be free and clear of all liens, security interests or other encumbrances; (b) conform to all drawings, samples or other descriptions furnished or specified by Buyer or Seller; (c) conform to any specifications furnished or specified by Buyer; (d) be merchantable; (e) be fit for their intended purpose and operate as intended; (f) be free from defects in design, material and workmanship; and (g) not infringe or misappropriate any third party's patent or other intellectual property rights. Seller further represents and warrants that time is of the essence, and therefore it shall utilize independent discretion and judgment in discharging its responsibilities in a timely, professional and workmanlike manner in accordance with internationally accepted standards, and shall, at all times: (i) use individuals of suitable training and skill to perform its duties and responsibilities under the Agreement; (ii) be in possession of all the necessary permits, facilities, resources and personnel required to perform its duties and responsibilities under the Agreement and that during the Term of the Agreement, all such licenses, permits and/or registrations are and shall remain current and in good standing; (iii) that the Products and/or Services covered by the Purchase Order were not manufactured or delivered and are not being sold, priced or performed in violation of any applicable law, rule or regulation; (iv) comply with all applicable statutes, rules, regulations, and orders of any authorized governmental entity, including those more specifically set forth in Section 21 and 22 of these Conditions below, and agrees to indemnify Buyer against any Losses (as defined below) by reason of Seller's or Seller's Supplier's violation thereof and (v) not employ individuals who have violated the laws reference in part (iv). Seller hereby certifies that neither it nor any Seller Supplier has been debarred and has not been convicted of a crime which could lead to debarment in North America ("NA") under the Generic Drug Enforcement Act of 1992 or outside NA under any applicable legislation. If Seller or any Seller's Supplier who provide Products and/or Services hereunder is debarred or receives notice of an action or threat of action of debarment, Seller shall immediately notify Buyer of same. If such debarment or notice of action or threat of action of debarment occurs during the provision of Products and/or Services hereunder, Seller must also immediately remove that Seller employee or Supplier from the provision of Products and/or Services to Buyer, in which case, Buyer shall have all remedies available to it as are set forth in the Agreement or available at law, to be exercised at Buyer's election. Seller represents and warrants that, having made reasonable enquiries, to the best of its knowledge, neither the Seller nor any of its officers or employees (i) has been convicted of any offence involving human rights violations, including but not limited to slavery, child labor and human trafficking; (ii) has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of human rights or in connection with slavery, child labor and human trafficking. These warranties survive any delivery, inspection, acceptance or payment of or for the Products and/or Services by Buyer. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Products and/or Services with the foregoing warranties. In addition, the Seller shall be liable for and hold Buyer harmless from any loss, damage, or expense whatsoever that the Buyer may suffer from a breach of any of these warranties.

15. CONFIDENTIALITY – It is understood and agreed that any and all information which may be made available to, learned by, or in the case of any Products and/or Services provided under a Purchase Order, generated by Seller or its Supplier during the fulfillment of that Purchase Order, including without limitation, information relating to the businesses of Buyer, its affiliates or Buyer's clients (collectively, "Confidential Information"), is to be treated as strictly confidential. Confidential Information shall be used solely in connection with Seller's performance hereunder and shall not be published or disclosed to any third parties other than Seller's employees and Suppliers on a strict need-to-know basis and provided that such employees

and Suppliers are under a similar written and enforceable obligation to keep such information strictly confidential. The nondisclosure obligations set forth in this Section 15 shall not apply to any portion of Confidential Information (i) which is, or subsequently may, become within the knowledge of the general public without a breach of these terms by Seller or its Suppliers; (ii) which may be known to Seller without a duty of confidentiality at the time of receipt thereof from Buyer; (iii) which may subsequently be rightfully obtained from a third party without a duty of confidentiality; or (iv) which is required by any law, rule, regulation, order, decision, decree, subpoena or other judicial, administrative or legal process to be disclosed, provided that Seller provides prior written notice to Buyer's General Counsel of such disclosure and Seller takes all reasonable and lawful actions to obtain confidential treatment for such disclosure and, if possible, to minimize the extent of such disclosure. Buyer claims exclusive ownership of Confidential Information and all patent, copyright, trademark, trade secret, and other intellectual property rights in, or arising from, such Confidential Information. No option, license, or conveyance of such rights to Seller is granted or implied under the Agreement.

16. DATA PROTECTION & PRIVACY – For purposes of this Section 16, "Data Protection and Privacy Laws" means all applicable laws, regulations, and regulatory requirements and guidance relating to data protection and privacy globally, including where applicable: (a) the Directive; (b) any legislation transposing the Directive or related legislation of any member state of the European Economic Area; (c) the U.S. Health Insurance Portability and Accountability Act of 1996 ("HIPAA") Privacy and Security Rules, 45 C.F.R. Parts 160-164; or (d) any other law now in force or that may in future come into force governing the Processing of Personal Data applicable to any party to this Agreement, and including those relating to security breaches, identity theft, and unauthorized disclosures of Personal Data. "Directive" means the EU Data Protection Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and any amendments thereto or successor legislation which may be or become applicable to the parties to this Agreement during the term. The terms "Personal Data", "Controller", "Data Subject", "Processing" (and "Process" or "Processes"), and "Processor" shall have the same meanings as under the Directive, and shall also include these terms, or corresponding terms, as defined under any other Data Protection and Privacy Laws. In particular, "Personal Data" shall also include "health information" and "protected health information" as defined by HIPAA, patient-level key-coded data, and images. Data Subject shall also include a "person" or "individual" as defined by Data Protection and Privacy Laws, including an "individual" as defined by HIPAA. "Seller Personnel" means any person who is engaged in any activity on behalf of Seller to perform the services or any aspect thereof, including employees, temporary workers, and independent contractors.

Data Processing

Seller warrants that to the extent that Personal Data is Processed, it will Process Personal Data in compliance with all Data Protection and Privacy Laws. Seller agrees that with respect to Personal Data Processed by Seller on behalf of Buyer, Seller shall:

(a) Process Personal Data solely for the purpose of performing the services, or as otherwise permitted pursuant to this Agreement or at the instruction of Buyer;
(b) Immediately inform Buyer if it cannot comply with any material term of this Agreement, in which case Buyer may immediately terminate Seller's Processing of Personal Data;
(c) Ensure that any Seller Personnel who have access to Personal Data have the appropriate knowledge

and qualifications, have received adequate training from the Seller for handling the Personal Data and comply with the obligations set out in this Section 16 at all times; and

(d) Within two (2) business days notify Buyer in writing if it receives any communication with regard to data protection relating to the services from a Data Subject, a data protection authority or other regulatory authority or entity and provide Buyer with full cooperation and assistance in relation to any such communication, at no additional cost to Buyer.

Disclosures to Third Parties

Seller agrees that it shall not disclose Personal Data to third parties, other than: (1) in accordance with Buyer's instructions and limited to disclosures to agents and subcontractors of Seller; (2) other authorized third parties performing regulatory and other functions in relation to services; (3) where Seller has received prior written consent from Buyer; or (4) where such disclosure is required by law, in which case Seller shall immediately notify Buyer in writing of any subpoena or judicial or administrative order seeking disclosure of Personal Data.

Security

Seller agrees that it shall maintain an effective information security program to protect the security and confidentiality of Personal Data and Confidential Information to the extent that Personal Data and Confidential Information are Processed; in particular, Seller shall:

(a) Maintain an information security program that includes appropriate administrative, technical and physical safeguards and other security measures that are designed to: (i) ensure the security and confidentiality of Personal Data and Confidential Information; (ii) protect against any anticipated threats or hazards to the security, confidentiality, and integrity of Personal Data and Confidential Information; and (iii) protect against unauthorized access, use, or disclosure of Personal Data and Confidential Information; and

(b) Such administrative, technical, and physical safeguards shall be no less rigorous than accepted industry

practices, shall at a minimum comply with ISO/IEC 27001 ("Information security management").

Background Checks

Seller shall ensure that all Seller Personnel and personnel of agents and sub-contractors successfully complete a background check that includes, where permitted by applicable law: (a) identity verification; (b) educational and professional credential verification; (c) previous employment verification; (d) criminal history check; and (e) FDA Debarment check.

Security Incidents

Seller shall provide notice to Buyer within two (2) business days of discovery of any security incident that involves, or which Seller reasonably believes involves, the unauthorized access, use, or disclosure of Personal Data or Confidential Information ("Security Incident"). Such notice shall summarize in reasonable detail the impact on Buyer (and its Affiliates) of the Security Incident and the corrective action to be taken by Seller.

Seller shall bear all costs associated with investigating and resolving any Security Incident involving Seller or its Subcontractors, including, without limitation, conducting an investigation, notifying affected Data Subjects and others as required by law, and responding to inquiries from Data Subjects, regulators, and the media. Seller shall obtain consent from Buyer before notifying any Data Subjects, regulators, or the media of a Security Incident, and shall provide Buyer with copies of any proposed notices.

Data Export

Seller shall only Process or otherwise export Personal Data outside the European Economic Area ("EEA") (member states of the European Union plus, Norway, Iceland & Liechtenstein) and Switzerland as specifically set out in this Agreement or the Protocol or with the prior consent of Buyer. Where Seller Processes Personal Data imported from the EEA, Buyer may require Seller to be, or become within a reasonable time frame, a member of the EU-U.S. Privacy Shield. Otherwise, where the Seller processes Personal Data which originates from the EEA and Switzerland: The Seller agrees to comply with the obligations of a data importer set out in the Standard Contractual Clauses for the transfer of Personal Data to data processors established in third countries adopted by the European Commission decision of 5 February 2010 and published under document number C(2010) 593 2010/87/EU of 5 February 2010 (the "Standard Contractual Clauses").

Consequences of Expiry or Termination

In the event that Seller retains any Personal Data after expiry or earlier termination of this Agreement or any Work Order, Seller shall return all Personal Data transferred and copies thereof to Buyer, or shall destroy all Personal Data and certify to Buyer that it has done so, unless Seller is required by law to retain such Personal Data, in which case Seller shall continue to be bound by the provisions of this Agreement relating to the Processing of Personal Data.

17. INTELLECTUAL PROPERTY – All specifications, information, data, drawings, software, and other written information obtained by Seller from Buyer in connection with a Purchase Order is received in confidence and shall remain the property of Buyer, and shall be used only to the extent necessary for the performance of the Purchase Order. All such items shall be returned to the Buyer upon completion of the Purchase Order. Seller warrants that all materials, Products and/or Services provided directly or used in completing the Purchase Order which are not of the Buyer's design or manufacture shall be free and clear of infringement of any patent, trademark, copyright or design or any other proprietary rights. Any intellectual or proprietary right created by the Seller or Supplier during the Term the Agreement, which includes any trade mark, logo, design, patent or copyright owned by the Buyer at the date of the Agreement or created during the Term of the Agreement, shall immediately vest in the Buyer upon their creation. Seller shall do all things necessary, including the execution of documents, to ensure such rights vest in the Buyer. Seller appoints Buyer as its attorney-in-fact to execute any documents necessary to effectuate an assignment of any intellectual property created pursuant to this paragraph. Intellectual property or Confidential Information owned by Buyer must not be used in any publicity materials, presentations or any kind of publication of the Seller or Supplier unless authorized by the Buyer's Legal department, in writing. Seller shall, at its expense, defend, indemnify and hold harmless Buyer and its affiliates, contractors, third parties who are to use the Products and/or Services provided under the Purchase Order and Buyer's clients (collectively, "Representatives") against any and all Losses (as defined below) arising out of or in connection with any claim that Buyer's or a Buyer Representative's use or possession of the Products and/or Services infringes or misappropriates the patent,

copyright, trade secret or other intellectual property right of any third party. Neither anything contained herein, nor the delivery of any information to a party hereto, shall be deemed to grant the receiving party any right or license under any patent or patent application or to any know-how, technology or invention of the other party. Seller agrees to assign and hereby assigns to Buyer any and all rights, title and interest that Seller may have in any invention, technology, know-how or other intellectual property which (i) relates to Buyer's client's Protocol; (ii) arises out of Seller or Supplier's provision of the Products and/or Services or (iii) is considered work product or a Deliverable under the Agreement (collectively, "Intellectual Property"), and Seller shall assist Buyer, at Buyer's sole cost and expense, in obtaining or extending protection therefor. Seller warrants that it has and will continue to have agreements with its Suppliers to effect the terms of this Section 17.

18. INDEMNIFICATION -- Seller shall, at its expense, defend, indemnify and hold Buyer and its Representatives harmless with respect to all claims, liabilities, damages or expenses (including reasonable attorneys' fees) ("Losses") which relate to or are caused by the negligence, willful misconduct or breach of the Agreement by Seller or Seller's Supplier. Seller shall be responsible for the actions and failure to act of all Seller's Supplier retained in connection with the provision of Products and/or Services to Buyer. This Section 18 shall not be construed to preclude or limit any other rights or remedies available to Buyer.

19. INSURANCE – Seller represents and warrants that it has and will maintain during the Term of the Agreement, and for a period of five (5) years thereafter, insurance in the types and limits generally accepted in the industry and sufficient to cover its obligations hereunder, including indemnification obligations, the sufficiency of which shall be determined by Buyer. Seller shall provide Buyer with a copy of its certificate of insurance, at any time, upon Buyer's request.

20. PUBLICITY -- Seller shall not mention or otherwise use the name, insignia, symbol, trademark, trade name or logotype (or any abbreviation or adaptation thereof) of Buyer, Buyer's client or any of their respective affiliates in any publication, press release, promotional material or other form of publicity without the prior written approval of Buyer's Legal department in each instance. The restrictions imposed by this Section 20 shall not prohibit Seller from making any disclosure identifying Buyer that is required by any applicable law, rule or regulation.

21. COMPLIANCE WITH GOVERNMENT REGULATIONS -- By acceptance of the Purchase Order, Seller represents compliance with Executive Order 11246 (Non-segregated Facilities): EEO clause published at 41 CFR 60-1.4(a); Executive Order 13465 (Employment Eligibility Verification) and 73 FR 67704; **41 CFR 60-300.5(a) (this regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans)**; Executive Order 13496 (Employee Rights Under National Labor Relations Act): 29 CFR 471, Appendix A to Subpart A; and, **41 CFR-60-741.5(a) et. seq. (this regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities)**.

22. ANTI-CORRUPTION COMPLIANCE -- Seller agrees that it shall neither undertake, nor cause, nor permit to be undertaken, directly or indirectly through any third party, any activity which (i) is illegal under any laws, rules, or regulations applicable to Seller's activities, or (ii) would have the effect of causing Buyer to be in violation of the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act or other applicable anti-

corruption laws (collectively, "the Anti-Corruption Laws"). Seller shall not, directly or indirectly through any third party, give, offer, or promise any payment, gift, or other thing of value to any individual "government official" (as defined herein), in order to improperly (i) influence any official act or decision of such government official, or (ii) otherwise assist Buyer in obtaining or retaining business, in directing business to any person, or in securing an improper advantage. Seller shall not engage or otherwise use any third party agents in connection with its performance hereunder without the Buyer's advance written approval (which may be withheld by Buyer in its sole discretion). Seller further agrees that no payments of money, gifts or other things of value shall be made to any such third parties on behalf of or for the benefit of Buyer without Buyer's advance written approval (which may be withheld by Buyer in its sole discretion). Seller represents, warrants and covenants that no officer, director, owner, or employee of the Seller is a "government official" as defined herein. Seller also covenants that it shall not employ or engage any "government official" to act for or on behalf of Buyer without Buyer's advance written approval (which may be withheld by Buyer in its sole discretion). Seller further covenants that no "government official" is deriving or will derive any personal benefit, directly or indirectly, from compensation paid by Buyer to Seller hereunder. If Seller breaches any of the representations, warranties or covenants set forth in this Section 22, then: (i) Buyer shall have the immediate right to terminate the Agreement, or any portion thereof, for cause and the right to exercise any other remedies available at law or in equity; and (ii) all obligations of Buyer to compensate Seller for services provided under any Purchase Order shall cease. Seller shall defend, indemnify and hold Buyer (and its officers, directors, employees, agents and affiliates) harmless from any penalties, losses, liabilities and expenses incurred by Buyer as a result of Seller's breach of any of its obligations under this Section 22. During the term of the Agreement and for a period of at least 3 years thereafter, Seller shall make and keep books, records, and accounts, which, in reasonable detail, accurately and fairly reflect all transactions of the Seller relating to Buyer and the Services it provides under the Agreement. For the avoidance of doubt, such records shall include but not be limited to those sufficient to reflect (i) Seller's compliance with the Anti-Corruption Laws; and (ii) Services performed and expenses incurred by any sub-vendor, freight-forwarding company, import-export company, or other third party with whom the Seller engages or otherwise transacts in relation to the Services provided under the Agreement. The audit shall be conducted pursuant to the terms set forth in Section 12 of these Conditions. For the purpose of this Section 22, the term "government official" means (i) any officer, employee or other person acting in an official capacity for or on behalf of a government or any department, agency or instrumentality thereof, (ii) any officer, employee or other person acting in an official capacity for or on behalf of a public international organization (such as the United Nations, World Bank, or World Health Organization), (iii) any political party or official thereof or any candidate for political office, and (iv) any family members or representatives of any of the individuals listed above.

23. HUMAN RIGHTS COMPLIANCE – Seller shall (and shall ensure that each of its subcontractors shall) comply with all applicable human rights laws, statutes, regulations and codes from time to time in force, including but not limited to the UK Modern Slavery Act 2015. Seller shall implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no human rights violations, including but not limited to slavery, child labor or human trafficking in its supply chain. Seller shall notify Buyer as soon as it becomes aware of any breach, or potential breach, of human rights in its business or supply chain.

24. ASSIGNMENTS – Seller may not assign or subcontract any rights or obligations due or to become due under any Purchase Order or these Conditions without the prior written consent of Buyer and in accordance with Section 11 of these Conditions as set forth above. Buyer may assign a Purchase Order, without the consent

of Seller, to any affiliated company, any successor in interest, or Buyer's client.

25. SET-OFF -- Upon notice to Seller, Buyer may deduct damages for breach of warranty or any other provision of the Agreement from the amount shown due Seller on any invoice, whether or not the deduction and invoice are related to the same sale or series of sales of Products or the same provision or series of provision of Services.

26. NOTICE OF LABOR DISPUTES -- Whenever an actual or potential labor dispute is delaying or threatens to delay the timely performance of a Purchase Order, Seller shall immediately notify Buyer in writing of all relevant information with respect to such dispute. Notwithstanding the foregoing, the occurrence of a labor dispute shall not relieve Seller of its obligations hereunder.

27. WAIVER -- A waiver by Buyer of any breach of the terms of the Agreement shall only be effective if set forth in a written instrument duly executed by or on behalf of Buyer of such term or condition. No waiver by Buyer of any term or condition of the Agreement shall be deemed to be or construed as a waiver of the same or any other term or condition of the Agreement, and shall not constitute a waiver by Buyer of any other similar breach.

28. VALIDITY -- If any provision in the Agreement, or portion thereof, is found to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of the Agreement shall not be affected.

29. CUMULATIVE REMEDIES -- The rights, remedies and damages available to Buyer under the Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise. Buyer shall be entitled to recover all damages of any sort, including but not limited to consequential and incidental damages caused by Seller's breach of any warranty or breach of any provision of the Agreement between the Parties.

30. GOVERNING LAW AND VENUE -- The Agreement and the rights and obligations of the Parties hereunder shall be governed by and construed in accordance with the laws of the following countries: where Buyer is located in the Americas, New York law shall govern and the Parties agree to submit to the exclusive jurisdiction of the courts of New York City, New York, USA; where Buyer is located in Europe, the Middle East or Africa, the laws of England and Wales shall govern and the Parties agree to submit to the exclusive jurisdiction of the courts of London, England; and where Buyer is located in the Asia Pacific region, the law of Singapore shall govern and the Parties agree to submit to the exclusive jurisdiction of the courts of Singapore. Notwithstanding the foregoing, to the extent there is applicable legislation in the country in which the Buyer is located, which mandates that the Agreement and the rights and obligations of the Parties hereunder must be governed by laws other than the applicable governing law and jurisdiction set forth in this Section 29, the governing law and jurisdiction strictly mandated by the applicable legislation shall govern the Agreement and the rights and obligations of the Parties hereunder.

31. SEVERABILITY -- If any provision in the Agreement is found to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of the Agreement shall not be affected.

32. CONFLICT -- In case of any conflict between these Conditions and the face of a Purchase Order, these Conditions shall control. In the case of any conflict between these Conditions and the Master Agreement, the Master Agreement shall control provided it meets the definition of 'Master Agreement' set forth above

in Section 2 of these Conditions above. The Seller agrees that the Agreement, and specifically these Conditions
if no Master Agreement exists or the Master Agreement if one exists, prevail over any terms or conditions contained in any other documentation provided by Seller and expressly exclude any of Seller's general terms and conditions of sale or any other document issued by Seller in connection with a Purchase Order or any other terms which are implied by trade, custom, practice or course of dealing. For the avoidance of doubt, by its performance hereunder, Seller understands, acknowledges, and agrees that: (i) the Products, Deliverables, and/or Services provided hereunder may be procured for the purpose of research and/or investigational use pursuant to Buyer's regular business as a service provider; and (ii) Seller explicitly agrees that any purported limitation of, or prohibition against, such use by Buyer shall be null and void.

33. CODE OF CONDUCT -- Seller shall at all times comply with Thermo Fisher Scientific's "Supplier Code of Conduct" which is accessible at the following link https://www.thermofisher.com/content/dam/LifeTech/Documents/PDFs/TMO_Supplier_Code_Conduct_111620_final.pdf

34. ADDITIONAL REQUIREMENTS – Where applicable, Seller shall be subject to and abide by any additional requirements required of Buyer by Buyer's client or of Seller or Seller's Supplier by Buyer's client. Such requirements shall be made available to Seller, in writing, by Buyer upon Seller's written request.

35. MODIFICATION OF CONDITIONS – Buyer shall, at any time, have the full and independent right and authority to modify, amend, supplement or revise in any way whatsoever these Conditions without any duty to notify or receive the consent of Seller. Seller shall be obligated to ensure it has reviewed and is in compliance with the most currently available version of these Conditions as located on Buyer's website.

36. SURVIVAL -- Provisions of these Conditions which, by their nature, should apply beyond their terms will remain in force after any termination or expiration of the Agreement, or any portion thereof, including, but not limited to, the following provisions: 1-3, 8, 11, 12, 14-22, 24, 26-35.

37. Neither Seller nor any of its subsidiaries, Supplier, or any of either parties directors, officers, or employees thereof, is a person or entity who (a) is the target of any law administered by a government entity imposing economic sanctions and trade embargoes ("Prohibited Person"), (b) is 50% or more owned, directly or indirectly, by one or more Prohibited Persons, or (c) is located or organized in a country or territory that is, or whose government is, the target of sanctions by a government entity ("Prohibited Country"). Seller shall not provide any Services in a Prohibited Country or use any Supplier to perform the Services who is a Prohibited Person, is 50% or more owned, directly or indirectly, by one or more Prohibited Persons, or that is located or organized in a Prohibited Country.

38. TERMS AND CONDITIONS APPLICABLE TO PURCHASE ORDERS FUNDED BY THE U.S. GOVERNMENT – Buyer and Seller acknowledge that if this Purchase Order is funded in whole or in part by an agency of the U.S. Government (a "U.S. Government Contract"), such Purchase Order shall be subject to the additional terms and conditions set forth at https://www.ppd.com/wp-content/uploads/2022/03/Additional-Clauses-for-Agreement-Funded-by-US-Gov_18Mar22.pdf (the "Flow Down Attachment"). Seller agrees to fully comply with such additional terms and conditions in the performance of any Purchase Orders related to or in support of a U.S. Government Contract. Further, Supplier certifies and represents its compliance with the Flow Down Attachment, as applicable. If there is a

conflict between the Flow Down Attachment and this Agreement, the Flow Down Attachment shall govern and control.