**Amgen Standard Terms and Conditions**

**Amgen (Europe) GmbH**

"**Amgen Group**" means Amgen Inc. and its subsidiaries and affiliates.

"**Amgen**" means the company indicated in the "Send Invoice To:" Section of the applicable Amgen purchase order and which enters into this Agreement.

"**Company Requirements**" shall mean without limitation (i) any of Amgen's safety, security and compliance rules, programs and policies as applicable to Supplier or Supplier's performance hereunder made available to Supplier; (ii) Amgen's Code of Conduct (available at https://www.amgen.com/about/how-we-operate/business-ethics-and-compliance/staff-code-of-conduct); (iii) Amgen's Supplier Code of Conduct (available at https://www.amgen.com/partners/suppliers/supplier-resources/supplier-code-of-conduct) and (iv) those policies, codes, rules, standards, procedures and other governance documents of Amgen made available to Supplier that are applicable to persons or entities conducting business with or for Amgen that set forth standards of conduct, including when engaging in interactions with certain representatives of governmental authorities or other third parties, each as may be revised by Amgen from time to time in its sole discretion.

"**Deliverables**" means all tangible and intangible property in written or oral form provided or to be provided by Supplier and/or its representatives in performance of the Agreement, whether explicitly required by Amgen or reasonably implied from the nature of the supply of Goods and/or Services.

"**Goods**" means the goods to be supplied by Supplier and/or its representatives to Amgen and/or Amgen Group members as described in or incorporated in an Order.

"**Key Personnel**" means personnel, approved of in advance and in writing by Amgen who shall be instrumental in Supplier's performance of the Agreement.

"**Order**" means the Amgen purchase order or an Amgen written order for Goods and/or Services, agreed to by the Parties including the purchase order number, incorporated by this reference into the Agreement.

"**Party**" means either Supplier or Amgen.

"**Parties**" means both Supplier and Amgen.

"**Services**" means any services to be performed by Supplier and/or its representatives as described in or incorporated in an Order.

"**Supplier**" means the company indicated as Supplier in the applicable Order.

"**Term**" means the term set out in the Order or, if the Order is silent, the period of time from the date of the Order until acceptance in writing of Goods or Services.

1. **SCOPE AND ENGAGEMENT**

1.1 Amgen shall place Orders and Supplier agrees to supply Goods and/or Services as described in the applicable Order to Amgen and/or Amgen Group members in accordance with these standard terms and conditions of purchase (together, this "**Agreement**"). Supplier will not be compensated unless authorized by a properly executed Order. Any Supplier document containing additional Supplier terms and conditions attached to any Order (whether by Amgen or otherwise), shall not be construed as acceptance by Amgen of any change to or extension of Amgen's obligations as set forth in this Agreement, unless expressly agreed between Amgen and Supplier. Supplier's execution or commencement of performance hereunder constitutes Supplier's acceptance of this Agreement. Nothing contained herein shall obligate Amgen or any Amgen Group member to any exclusive relationship with Supplier or to purchase any minimum amount from Supplier or restrict Amgen or any Amgen Group member from contracting with any competitor of Supplier. In the event of conflict between these standard terms and conditions, the express terms of an Order, and, if applicable, a negotiated and fully executed agreement between the Parties pertaining to the Services contemplated in the corresponding Order ("Executed Agreement"), the order of precedence shall be the Executed Agreement, the terms of the corresponding Order and then these standard terms and conditions. This Agreement, along with the documents referred to in the Order and the Executed Agreement, if applicable, contains the entire agreement between the Parties with respect to the matters to which it refers, and contains everything the Parties have negotiated and agreed upon. It replaces and annuls any and all prior or contemporaneous agreements, communications, offers, proposals, representations, or correspondence, oral or written, exchanged or concluded between the Parties relating to the same subject matter, including any standard terms and conditions of Supplier. No modification of this Agreement will be effective unless made in writing and signed by an authorized representative of each Party.

1.2 Supplier represents and warrants that Supplier

(a) is capable of performing this Agreement and has full power and authority to enter into this Agreement as represented to Amgen; (b) has not entered into any contractual obligation, express or implied, inconsistent with the terms of this Agreement; (c) personnel have no financial or personal interests that would prevent Supplier from performing Services in an objective and non-biased manner or otherwise supplying the Goods if applicable; (d) shall not employ, subcontract or instruct any healthcare professional to provide Services or Goods to Amgen who has been the subject of a debarment, disqualification or exclusion under any rules in any jurisdiction where they have practiced. Supplier shall notify Amgen immediately in writing upon any inquiry or commencement of proceedings concerning debarment, disqualification or exclusion of the same; (e) and any persons performing Services on behalf of Supplier do not (i) appear on, and are not associated with, any name or entity on the U.S. Department of

Commerce Entity List and Denied Persons List, the U.S. Department of Treasury Specially Designated National and Blocked Persons List or the U.S. Department of State Debarred Parties List; (ii) appear on the European Commission Service for Foreign Policy Instruments consolidated list of persons, groups and entities subject to EU financial sanctions from the Financial Sanctions Database; or (iii) any other applicable countries' sanctions list(s). Supplier is responsible for accessing the currently available lists to comply with this section; (f) and its representatives (I) are not located in, will not use Amgen information or materials from within or to support any activity in, and are not, and are not acting on behalf of any country or territory that is subject to any applicable export restrictions and (ii) will not export, re-export, transfer, retransfer or release, directly or indirectly Amgen information or materials in violation of the Export Control Laws, if applicable, without first completing all required undertakings (including obtaining any necessary governmental approvals); (g) and its representatives have not violated and are not in violation of the Anti-Boycott Laws and do not participate in international boycotts of any type.

1.3 It is a condition of this Agreement that Supplier shall:

(a) perform the obligations under this Agreement consistent with the highest standards of the profession, to the best of Supplier's skill and ability, and in accordance with Company Requirements as well as all applicable current and future laws and regulations;

(b) provide Goods and/or Deliverables and/or perform Services in accordance with any Order, including any specification agreed therein;

(c) provide Key Personnel as agreed in the Order;

(d) obtain any and all consents, authorizations, licences and releases necessary for supply of Goods and/or Deliverables and/or Services; and,

(e) in light of Amgen being a pharmaceutical company regulated by codes of practice for the promotion of medicines and interactions with healthcare professionals/institutions (i) disclose in writing, as applicable, to the relevant regulatory body or employer the existence and content of any agreement with any healthcare professional related to the Services under this Agreement, including obtaining the written consent of any applicable employer, which requires such disclosure or consent; and (ii) ensure that any Services which include the reimbursement of expenses to healthcare professionals/institutions must be reasonable and any compensation must be at fair market value in arm's length transactions and in compliance with limits set forth in any applicable law or code of practice and any such arrangement does not involve any counselling or promotion of a business arrangement or other activity that violates any applicable law;

(f) not recruit, solicit or induce any Amgen Group employee, client, customer or account to terminate their employment or business relationship with any entities belonging to the Amgen Group during the term of this Agreement or for a period of six (6) months thereafter;

(g) not enter into any other agreement, whether written or oral which would prevent performance of Supplier's obligations hereunder or engage in any activity which relates to a business directly competing or attempting to directly compete with Amgen in the countries where the Services or Goods are to be supplied during the Term of this Agreement and for a period of six (6) months thereafter;

(h) not offer any government official or employee any gift, entertainment, payment, loan or other gratuity that may influence the award of a contract, obtain favorable treatment or in any way influence the prescription or supply of medicines; (i) not initiate any communication relating to the Services or Deliverables or Goods, as applicable, with any governmental or regulatory authority unless required by law and then only on prior written consultation with Amgen, or if requested in writing to do so by Amgen. If a government or regulatory authority initiates communications giving notice to Supplier of any intention to take any regulatory action regarding the subject matter of this Agreement, Supplier will promptly notify in writing Amgen, provide Amgen with copies of correspondence related thereto, and provide Amgen with an opportunity to comment to the furthest extent possible. Amgen acknowledges that it may not direct the manner in which Supplier fulfils its obligations to permit inspection by government authorities.

(j) with respect to all transactions pertaining to this Agreement (i) comply with all applicable export control laws and regulations including U.S. Export Administration Regulations ("Export Control Laws"), and (ii) acknowledge that certain material such as Confidential Information may be subject to Export Control Laws.

(k) if engaging an external workforce or staff augmentation, not (and cause its representatives not to) supply the Services hereunder from: (i) a Restricted Country; (ii) a citizen or resident in a Restricted Country. Supplier shall perform reasonable due diligence on its Representatives in accordance with Export Control Laws prior to providing any Services to Amgen. For purposes of this Agreement, the term Restricted Country shall include, but not be limited to, Crimea region of Ukraine, Cuba, Iran, North Korea, Sudan and Syria.

(l) confirm that neither Supplier nor its representatives are or are owned, controlled by or acting on behalf of, directly or indirectly, any person, government or entity listed on any applicable country's economic or financial sanction regime or subject to any economic or financial sanctions of any applicable country's economic or financial sanction regime, including the European Union and the Office of Foreign Assets Control. Supplier and its Representatives have not and will not engage directly or indirectly in any transaction on behalf of Amgen or its Affiliates that could potentially violate any applicable country's economic and financial sanctions regime.

(m) with respect to transactions pertaining to this Agreement, (i) comply with the anti-boycott laws and regulations as administered by the U.S. Department of Treasury and the U.S. Department of Commerce ("Anti- Boycott Laws") and (ii) refrain from the following (a) refusing to do business with an unsanctioned boycotted country, with or in Israel or with blacklisted companies; (b) discriminating

against persons based on race, religion, sex, national origin or nationality; (c) furnishing information about business relationships with an unsanctioned boycotted country, with or in Israel or with blacklisted companies; or (d) furnishing information about the race, religion, sex, or national origin of another person in order to boycott.

**2. SUPPLY OF GOODS & ACCEPTANCE OF SERVICES**

2.1 Inspection. Before delivering the Goods, Supplier shall carefully inspect and test them for compliance with the Order. Supplier shall keep a proper record of all such inspections and tests and shall supply Amgen with copies of such records on request. Amgen shall have the right at all reasonable times to inspect and test the Goods while under the control of Supplier prior to acceptance. Notwithstanding any such inspection or testing by Amgen, Supplier shall remain fully responsible for the Goods. Failure to exercise right of inspection does not relieve Supplier of any obligation to furnish Goods or Deliverables, as applicable in accordance with this Agreement

2.2 Delivery and Acceptance. Supplier shall at Supplier's own risk and expense in all respects deliver the Goods or Deliverables as specified in the Order or as directed by Amgen. Deliveries of Goods shall include a delivery note with the purchase order number, date of the Order, number of units and description of contents and shall be properly packed and secured so as to reach their destination in an undamaged condition. If no delivery date is specified in the Order, delivery shall take place within twenty-eight (28) days from the date of the Order. Delivery shall take place during normal business hours unless otherwise agreed by Amgen in writing. Amgen shall not be under any obligation to accept delivery of the Goods unless a packing or delivery note accompanies each delivery. Goods delivered by instalments shall not be treated as single and severable agreements and failure by Supplier to deliver one instalment shall entitle Amgen at its option to treat the Agreement as repudiated. In the event of loss or damage to the Goods prior to or during delivery to Amgen, Supplier shall give written notice of such loss or damage to Amgen and Supplier shall, at Supplier's own expense, promptly replace or repair such lost or damaged Goods but in any event no later than within thirty (30) days from the written notice. Time shall be of the essence.

2.3 Title and Risk. Goods shall remain at the risk of Supplier until delivery and written acceptance by Amgen, (i.e. when off-loading and stacking, is complete), at which time title shall pass to Amgen. Upon delivery and written acceptance by Amgen, the Goods shall not be subject to any option, charge, lien, encumbrance or other adverse right and neither Supplier nor any third party shall be entitled either to retain title to the Goods or to have any equitable or other rights over the Goods.

2.4 Rejection. Without prejudice to any other right or remedy which Amgen or any other Amgen Group member may have, Amgen may, following a reasonable period after delivery, reject in writing any Goods (in whole or in part) which are not supplied in accordance with this Agreement. Amgen may, at its option, (i) carry out such work as may be necessary to make Goods comply with this Agreement and claim such damages as may have been sustained in consequence of Supplier's breach or breaches of this Agreement; or (ii) return the Goods (and refuse to accept any further deliveries of the Goods without any liability to Supplier) and Supplier shall promptly reimburse any amount (payable immediately) paid by Amgen in advance and any delivery and storage costs in returning Goods to Supplier. Notwithstanding the foregoing Amgen shall not be deemed to have accepted and may reject the Goods within a reasonable time after any latent defect has become apparent.

2.5 Goods repair and replace warranty. Goods shall be (a) of the best available design, of the best quality, material and workmanship, be without fault and of satisfactory quality, free of all defects and fit for the purpose required by Amgen and the Amgen Group members and shall conform in all respects with the Order or as advised by Amgen, and Supplier warrants that: the Goods shall be of satisfactory quality, free of all defects in material and workmanship, conform to applicable specifications in the Order and fit for the purpose required by Amgen or the Amgen Group members and such warranty shall extend to any defect or nonconformity arising or manifesting itself after delivery and acceptance of the Goods and during the term specified in the Order ("Warranty Period"); where the defects appear under proper use within the Warranty Period, Supplier shall either (A) free or charge either repair or, at its option, replace defective Goods within twenty-four (24) hours provided that (i) notice in writing of the defects complained of shall be given to Supplier upon their appearance, and (ii) such defects shall be found to Supplier's satisfaction to have arisen solely from faulty design, workmanship or materials; or, (B) refund the price of the defective portion of the Goods in the event that such amounts have already been paid by Amgen to Supplier; any repaired or replaced Goods shall be redelivered by Supplier free of charge to the original point of delivery as specified in the Order and in accordance with and subject to this Agreement; and if the agreed Warranty Period as specified in the Order exceeds the term of the manufacturer's warranty, Supplier shall procure an extended warranty at Supplier's cost (c)The remedies in this section are without prejudice to and in addition to any warranties; indemnities, remedies or other rights provide by law and/or under any other provision of this Agreement for the benefit of Amgen or the Amgen Group members.

**3. PAYMENT**

3.1 Pricing. Prices set forth in the Order are inclusive of all additional costs and expenses, including packaging, packing, insurance, customs clearance and delivery costs.

3.2 Invoicing. Supplier will invoice Amgen for the supply of Goods and Services monthly or as agreed with Amgen in writing in advance. Invoices will set forth the Order number, actual number of hours worked, itemize all other reimbursable costs incurred and list VAT as a separate line item. Undisputed invoices will be payable by Amgen within sixty (60) days of receipt. Amgen shall be entitled to set off against the price of any Goods any sums owed to Amgen or any Amgen Group member by Supplier.

3.3 Discounts. Amgen shall be entitled to any discount for prompt payments or volume of purchases generally granted by Supplier whether or not shown on any Order.

3.4 Expenses. No expenses are payable unless approved in writing by Amgen in advance. Any and all requests for reimbursement for expenses must be accompanied by documentation in form and detail sufficient to meet the requirements of the taxing authorities with respect to recognition of expenses for corporate tax purposes.

**4. INDEMNITY AND INSURANCE**

4.1 Indemnity. Supplier shall indemnify and keep indemnified Amgen, its employees and any member of the Amgen Group against all losses, claims, expenses, costs, (including legal costs), damages and liabilities of whatever nature, including economic loss, loss of profit, direct loss or consequential loss, administrative loss, including those arising out of third party claims or actions ("**Claims**"), arising from or incurred, directly or indirectly, in connection with breach of any express or implied term, obligation, warranty or condition given by Supplier either in relation to the performance of the Services, the provision of Deliverables, or any defective workmanship, quality or materials of any Goods supplied under this Agreement, or in connection with any infringement or alleged infringement of any patent, registered design, design right, trade mark, copyright or other intellectual property right through the use, manufacture or supply of the Goods, or any act or omission of Supplier or Supplier's employees, representatives, agents or sub-contractors in supplying or delivering the Goods, Deliverables or Services or otherwise in connection with this Agreement.

4.2 Insurance. Supplier shall take out and maintain at its own cost such insurance policies appropriate and adequate to cover its obligations and liabilities under this Agreement. Upon Amgen's request, Supplier will provide to Amgen within five (5) days written proof of Supplier's insurance coverage acceptable to Amgen in accordance with this Agreement.

**5. CONFIDENTIALITY**

Supplier shall, during the Term of this Agreement and for a term of five (5) years thereafter unless legally permitted longer, hold in confidence, all information and materials, including confidential and/or proprietary information, know-how, third party information, trade secrets, the terms of this Agreement and the fact of its existence, business, marketing, economic, strategic and financial, customer and pricing information, economic models, product information, reports, data, orders, agreements, communications, correspondence, studies, protocols, study designs, test or study results, analyses, specifications, estimates, calculations, models, forecasts, maps, plans, specimens, drawings, surveys, photographs, software, equipment, processes, programs, and any ideas, methods, discoveries, inventions, patents, concepts, research, development, or other related intellectual property right, received by or disclosed to Supplier or its representatives by Amgen or any Amgen Group member in any form or that results from Supplier's performance under this Agreement ("**Confidential Information**") and will not disclose to any third party or use it for any purpose except as provided in this Agreement. Supplier will have no proprietary rights whatsoever in the Confidential Information. Supplier will limit the access to the Confidential Information to only those persons under Supplier's direct control who, with Amgen's knowledge and written consent, are already under confidentiality obligations at least as restrictive as those under this Agreement. Notwithstanding anything to the contrary herein, Supplier will have no obligation of confidentiality and non-use with respect to any portion of the Confidential Information which is or later becomes generally available to the public by use or publication, through no fault of Supplier, or, is obtained from a third party without restriction who had the legal right to disclose the same to Supplier, or, which Supplier already possesses as evidenced by Supplier's written records, predating receipt thereof from Amgen. Supplier may disclose Confidential Information that is required to be disclosed if in response to a valid order of a court or other governmental body, so long as Supplier provides Amgen with timely prior written notice and limits as far as possible the scope of such disclosure. Supplier will promptly return to Amgen, upon its written request (but in any event upon the termination of this Agreement for any reason), the Confidential Information in tangible form, including copies in all forms, and delete the Confidential Information stored in any magnetic or optical disc or memory, unless such deletion is prohibited by law. Supplier will be entitled to retain one copy of the Confidential Information for record keeping purposes if required by law. Supplier will not, in connection with the Services to be performed or Goods or Deliverables to be supplied under this Agreement, disclose to Amgen any information which is confidential and/or proprietary to Supplier or any third party.

**6. DATA PROCESSING AND DISCLOSURE BY AMGEN**

6.1 Data Processing. The administration and management of this Agreement may include Amgen's collection and processing of personal information. Such information includes non-sensitive information such as name, contact details, field of expertise and the content of this Agreement. This information may be transferred to trusted third parties for processing in countries located outside of that in which it was collected. Regardless of the country where this information is processed, Amgen maintains and requires its third-party processors to maintain appropriate administrative, technical and physical safeguards to protect the information. Transfers of personal information follow applicable laws and are subject to safeguards such as Amgen's Binding Corporate Rules ("BCRs") or Standard Contractual Clauses. For information on Amgen's BCRs, visit http://www.amgen.com/bcr/. For information on Standard Contractual Clauses, contact Amgen's Data Protection Officer at privacy@amgen.com. To exercise rights, including rights to access, correct, or request deletion of personal information (subject to certain restrictions imposed by law), contact Amgen's Data Protection Officer. To lodge a complaint about the processing of personal information, contact Amgen's Data Protection Officer or the applicable National Data Protection Authority. Supplier shall ensure that its personnel whose personal information is processed hereunder receives appropriate notice to allow for the processing of personal information consistent with this Section.

6.2 Disclosure. Notwithstanding anything to the contrary in this Agreement, Supplier acknowledges and agrees that to the extent required or necessary to comply with applicable laws and codes of practice on disclosure obligations (i) Amgen is permitted to publicly disclose information regarding Supplier and this Agreement, and (ii) this information may include without limitation payments, or other transfers of value, made to Supplier and/or made by Supplier on behalf or at the request of Amgen to health care professional, health care institutions, and other persons or entities that are subject of the disclosure laws (each a "Disclosure

Subject"). Supplier agrees to promptly respond to, and cooperate with, reasonable requests of Amgen regarding collection of information, such as the completion of forms and the submission of information in a specific format e.g. a "spend capture form" provided by Amgen, in compliance with all relevant disclosure laws and regulations. If required by law, Supplier warrants and agrees to undertake to inform the Disclosure Subject about any disclosure, data transfer and processing obligations stated herein as well as to give sufficient notice to the Disclosure Subject of such.

**7. INTELLECTUAL PROPERTY**

7.1 No third-party infringement. No Goods, Services or Deliverable shall infringe any intellectual property or other right of any third party, or cause any royalty payment to be payable, save as agreed in the Order.

7.2 Work Product. Any Deliverables, information, or results, specifications, proposals, including discoveries, inventions, copyright, design rights, patents, innovations, suggestions, know-how, idea, specifications and reports made by Supplier or its representatives, and all present and future intellectual property rights which result from, or are related to, information disclosed by Amgen or any Amgen Group member to Supplier or its representatives or which are developed as a result of, or in connection with Supplier's Services or Deliverables under this Agreement ("**Work Product**") shall be the exclusive property of Amgen or its designated member of the Amgen Group. Supplier hereby assigns or will assign to Amgen or its designated member of the Amgen Group upon the date of the Work Product's creation all of Supplier's rights, title and interest in all Work Product including any present and future intellectual property rights, without retaining any rights whatsoever. If Supplier is not able to assign such intellectual property rights to Amgen for any legal or factual reason, Supplier hereby grants Amgen an exclusive, royalty-free, perpetual, worldwide unrestricted license to reproduce, distribute, modify and otherwise utilize such intellectual property rights. No other intellectual property right is granted to either Party under this Agreement and the disclosure of any Confidential Information shall not result in any obligation to grant either Party any rights in or to the subject matter of the other Party. Any intellectual property rights existing prior to the date of this Agreement shall remain the property of the Party introducing the same.

**8. CANCELLATION**

8.1 The Order may be cancelled by Amgen without damages at any time by giving thirty (30) days prior written notice.

8.2 Cancellation for non-delivery. If the Goods, Deliverables or Services are not delivered on the due date, Amgen may cancel the Agreement in whole or in part, and/or to refuse to accept any subsequent delivery of the Goods or Deliverables or Services which Supplier attempts to make, and/or, recover from Supplier any expenditure reasonably incurred by Amgen or any other Amgen Group member in obtaining the Goods or Deliverables or Services in substitution from another supplier, and/or, claim damages for any additional costs, loss or expenses incurred by Amgen which are in any way attributable to Supplier's failure to deliver the Goods or Deliverables or Services on the due date, without prejudice to any other rights which it may have. Amgen shall return to Supplier at Supplier's risk and expense any Goods already delivered which by reason of the non- delivery of the balance are not reasonably capable of use by Amgen, as determined in its reasonable discretion, in the ordinary course of Amgen's business, and Supplier shall immediately refund to Amgen any money paid by Amgen for or in respect of undelivered or returned Goods, and, Supplier shall pay to Amgen an amount equal to the excess (if any) over the agreed price for costs reasonably incurred by Amgen in buying other goods in place of the Goods, and, Amgen shall be under no other liability to Supplier for or in respect of rescission of the Agreement pursuant to the provisions of this clause.

8.3 Other cancellation events. Amgen shall be entitled to terminate the Agreement with immediate effect, on written notice to Supplier and without liability to Supplier if (i) Supplier breaches of any of its obligations under the Agreement which is incapable of remedy; or (ii) Supplier fails to remedy within thirty (30) days where capable of remedy, or persists in any breach of its obligations under the Agreement; or (iii) an order is made or an effective resolution is passed for the liquidation, winding up or administration of Supplier, or Supplier seeks or enters into any composition or arrangement with its creditors, or suffers or permits any distraint or distress proceedings or an encumbrancer to take possession or a receiver or manager to be appointed of all or any part of its assets or undertaking, or Supplier ceases or threatens to cease to carry on its business or substantially the whole of its business or disposes of its undertaking or stops or threatens to stop payment of its debts, or (iv) there is a change in control of Supplier during the Term of the Agreement.

8.4 Survival. The termination of this Agreement for any reason will not release either Party from any obligations and liabilities which the Parties have expressly agreed will survive such termination or which remain to be performed or by their nature would be intended to be applicable following any such termination.

8.5 Rights upon termination. Upon receipt of notice of termination, Supplier shall do the following unless otherwise specified by Amgen: Incur no further obligations; use its best endeavors to reduce as far as possible any costs associated with any such termination; preserve any performance that is in progress or completed and the data relating thereto until Amgen or Amgen's designee takes possession thereof; and turn over Work Products in accordance with Amgen's instructions.

**9. RELATIONSHIP OF PARTIES**

Nothing in this Agreement shall be construed to create a partnership, joint venture, principal-agent or employer- employee relationship between Supplier and Amgen. The relationship of Supplier to Amgen will be one of independent contractor and at no time will Supplier hold itself out to be an employee of any Amgen Group member or claim the status, prerequisites or benefits of an Amgen Group employee. Supplier shall not have any authority to obligate Amgen or any Amgen Group member by contract or otherwise, or represent itself, either directly or indirectly, as being connected with or interested in the business of the Amgen Group. Unless otherwise required by law, no amount will be deducted or withheld from Amgen's payment to Supplier for income taxes and no social security contributions of any kind (e.g. medical, pension or unemployment insurance) will be payable by

Amgen on Supplier's behalf. Supplier shall be responsible for registering with the competent tax and social security authorities to conduct business including making appropriate filings and payments to all applicable taxing and social security authorities.

**10. SUBCONTRACTORS**

10.1 Supplier shall only subcontract its obligations under this Agreement to the subcontractors agreed by Amgen in advance in writing.

10.2 Any subcontracting by Supplier under this Agreement shall be pursuant to a separate written agreement between Supplier and the subcontractors and shall be performed in accordance with the requirements of this Agreement. No subcontract shall relieve Supplier from any of its obligations or liabilities under this Agreement.

10.3 Nothing in this Agreement or any subcontract shall create any contractual relationship between any member of the Amgen Group and a subcontractor, or any obligation on any member of the Amgen Group to pay or be responsible for the payment of, any sums to any subcontractor. Supplier shall properly direct and control its subcontractors and have full responsibility for the Services or Deliverables, whether performed by Supplier or its subcontractors or otherwise with respect to the delivery of the Goods.

10.4 Supplier shall be responsible to Amgen and the Amgen Group for (i) all Services performed or Deliverables or Goods provided and for the negligence, errors, acts, omissions and conduct of it and its subcontractors and any of its or its subcontractors employees, representatives or agents, and (ii) compliance by each subcontractor with the requirements of this Agreement and all applicable law, rules and regulations to the same

**11. MARKET AND CUSTOMER RESEARCH**

To the extent Supplier's performance hereunder includes any activity involving either (a) original collection of data or information directly from a defined audience of interest, or (b) purchase of existing data or information about a defined audience, designed to systematically investigate, acquire, analyze and report on data and insights with respect to any of Amgen's original markets and/or products (any such activity "Market Research"), Supplier shall (i) comply with ESOMAR, the EphMRA Code of Conduct, any other applicable local country code of conduct and, as provided to Supplier, with Amgen's SOP for market and customer research and (ii) the Safety Requirement for Market Research Programs as provided by Amgen (available at https://www.amgensuppliers.amgen.com/market-research-safety-reporting-training/market-research-master-data/) and incorporated to this Agreement by reference.

**12. INFORMATION SECURITY**

12.1 Supplier must comply with Amgen information security policies, procedures, and standards as well as Amgen's Information Security Schedule, if applicable.

**13. ANTI-CORRUPTION REPRESENTATION AND WARRANTY**

Supplier represents, warrants and covenants, as of the effective date of this Agreement to and through the expiration or termination of this Agreement, (1) that Supplier, and, to the best of its knowledge, Supplier's owners, directors, officers, employees, or any agent, representative, subcontractor or other third party acting for or on Supplier's behalf (collectively, "Representatives"), shall not, directly or indirectly, offer, pay, promise to pay, or authorize such offer, promise or payment, of anything of value, to any individual or entity for the purposes of obtaining or retaining business or any improper advantage in connection with this Agreement, or that would otherwise violate any Applicable Laws, rules and regulations concerning or relating to public or commercial bribery or corruption ("AntiCorruption Laws"), (2) that Supplier's books, accounts, records and invoices related to this Agreement or related to any work conducted for or on behalf of Amgen are and will be complete and accurate and (3) that Amgen may terminate this agreement (a) if Supplier or Supplier's Representatives fails to comply with the Anti-Corruption Laws or with this provision, or (b) if Amgen has a good faith belief that Supplier or Supplier's Representatives has violated, intends to violate, or has caused a violation of the Anti-Corruption Laws. If Amgen requires that Supplier complete a compliance certification, Amgen may also terminate this agreement if Supplier (1) fails to complete a compliance certification, (2) fails to complete it truthfully and accurately, or (3) fails to comply with the terms of that certification.

**14. DATA PROTECTION**

If Supplier processes Personal Information on behalf of Amgen, Supplier shall comply with Amgen's Privacy and Data Protection Schedule. Supplier shall not provide the Amgen Group with any Personal Information, unless otherwise agreed in advance in writing by Amgen

**15. MISCELLANEOUS**

15.1 Enforcement of Rights. At no time will Supplier act in a manner to prejudice the rights of the Amgen Group, including by failing to notify Amgen promptly in writing if Supplier becomes aware of any infringement, or suspected infringement, of the rights to the intellectual property or any breach of confidentiality. Supplier will during or after the term of this Agreement and upon Amgen's request, assist Amgen and any other member of the Amgen Group (at Amgen's expense) in obtaining, enforcing and/or maintaining the Amgen Group's rights in the Work Product.

15.2 Notices. Any notice in connection with this Agreement must be in writing and in English, and shall be validly given with respect to each Party if sent by an internationally recognized courier service to the address set out in the relevant Order. Any notice shall be deemed to have been received on date of receipt as recorded in courier's records and shall be effective upon receipt.

15.3 Assignment. This Agreement or any interest in this Agreement shall not be assignable by Supplier without the prior written consent of Amgen. This Agreement shall be binding upon the successors and permitted assignees.

15.4 Records and Audit. Supplier shall maintain all records required in accordance with the applicable legislation and shall take reasonable and customary precautions to prevent damage, loss or alteration to such records. Such books and records shall be made available to Amgen and Amgen's Representatives for copy, review, audit and other business purposes at such reasonable times and places during this period.

15.5 Rights of Third Parties. Save as provided herein any party who is not a party to this Agreement may not benefit from or enforce any section of this Agreement, unless such rights are mandatory under the applicable legislation.

15.6 Waiver. A waiver or acceptance of any breach of any term, provision, condition, or right or consent granted under this Agreement shall be effective only if given in writing and signed by the waiving Party, and then only in the instance and for the purpose for which it is given. No failure or delay on the part of either Party in exercising or enforcing any right, power or remedy provided by law or under this Agreement shall in any way impair such right, power or remedy, or operate as a waiver thereof. The single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

15.7 Severability. If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any applicable law, such provision shall be deemed not to form part of this Agreement, and the legality, validity or enforceability of the remainder of this Agreement shall not be affected. In such case, each Party shall use its best efforts to negotiate immediately, in good faith, a legally valid replacement provision. If such agreement is not reached within thirty (30) days from the date on which the provision was held to be illegal, invalid or unenforceable, then Amgen will have the right to terminate this Agreement upon written notice to Supplier.

15.8 Public Announcements. Supplier will not make any press release, statement or public announcement including by means of advertising or sales promotional materials or any other way that mentions or refers to Amgen, any Amgen Group member or the names of any employees of the Amgen Group without Amgen's prior written consent and will not publish the results of any Deliverables or Services or otherwise disclose the supply of Goods hereunder without the prior written approval of Amgen.

15.9 Force Majeure. A Party shall not be liable for any delay in the performance of its obligations under this Agreement if and to the extent such delay is caused, directly or indirectly, by acts of God, war, riots, terrorism, embargos, acts of public enemy, acts of military authority, earthquake, fire or flood ("**Force Majeure Event**"); provided that a Party may not claim relief for a Force Majeure Event under this Article unless each of the following conditions has been satisfied: (i) the Party claiming delay by Force Majeure Event (the "**Delayed Party**") is without fault in causing such delay; (ii) such delay could not have been prevented by reasonable precautions taken by the Delayed Party, including, without limitation, the use of alternate sources, or workaround plans; (iii) the Delayed Party uses commercially reasonable efforts to recommence performance of such obligations whenever and to whatever extent possible following the Force Majeure Event; and (iv) the Delayed Party immediately notifies the other Party by the most expedient method possible (to be confirmed in writing) and describes at a reasonable level of detail the circumstances causing the delay. All obligations of both Parties shall return to being in full force and effect upon the earlier to occur of (i) the passing of the Force Majeure Event or (ii) the failure of the Delayed Party to satisfy the conditions and/or perform its covenants under this Article.

15.10 Governing Law and Jurisdiction. This Agreement shall be governed by the laws of Switzerland. For any disputes that cannot be resolved between the Parties, the Parties agree that the jurisdiction for any resolution of disputes shall be the exclusive jurisdiction of the Commercial Court of Zurich.

**INFORMATION SECURITY REQUIREMENTS SCHEDULE**

**(Version: April 2026)**

This Information Security Requirements Schedule ("Information Security Schedule") supplements (and is not intended, and shall not be interpreted, to limit the terms of the Agreement) and is governed by the terms and conditions of the Agreement to which it is attached. For purposes of this Information Security Schedule, the term "Counterparty" shall refer to the "Provider" or other defined term used in the Agreement to refer to the Party performing Services for or providing Goods to Company or its Affiliates. Any and all other defined terms not otherwise defined herein shall have the meanings set forth in the Agreement. In addition to requirements set forth in the Agreement, Counterparty shall handle, treat, store, access (or limit access), and otherwise protect Company Confidential Information, including without limitation, any Personal Information, in accordance with the terms of this Information Security Schedule and the applicable laws and regulations governing the handling of related information in any jurisdiction of a competent authority.

**1. INFORMATION SECURITY PROGRAM REQUIREMENTS STANDARDS**

1.1 Counterparty shall implement, and warrants that it will implement throughout the Term of the Agreement, a documented information security program that is based on the current version of one or more of the following industry standard information security frameworks (each an "Information Security Industry Standard"):

(i) International Organization for Standardization ("ISO") / International Electrotechnical Commission ("IEC") ISO/IEC 27001 (Information Security, Cybersecurity and Privacy Protection — Information Security Management Systems- Requirements), supported by controls consistent with ISO/IEC 27002 (Information Security, Cybersecurity and Privacy Protection — Information Security Controls); or

(ii) American Institute of Certified Public Accountants ("AICPA") Trust Services Criteria; or

(iii) Information Security Forum ("ISF") Standards of Good Practice ("SoGP") for Information Security; or

(iv) National Institute of Standards and Technology ("NIST") Special Publication 800-53 -Security and Privacy Controls for Information Systems and Organizations; or

(v) Information Systems Audit and Control Association ("ISACA") Control Objectives for Information and related Technology ("COBIT"); or

(vi) CyberFundamentals Framework, as published by the Centre for Cybersecurity Belgium (“CCB”)

For a Counterparty incorporated or conducting its main activity in the European Union (“EU”), an information security program shall be implemented in accordance with (i) applicable EU cybersecurity laws and regulations, including Directive (EU) 2022/2555 of the European Parliament and of the Council of 14 December 2022 on measures for a high common level of cybersecurity across the Union, amending Regulation (EU) No 910/2014 and Directive (EU) 2018/1972, and repealing Directive (EU) 2016/1148 (“NIS 2”), and any transposition requirements of the country where Counterparty is incorporated or conducts its main activity; and (ii) applicable guidance related to information security and cybersecurity issued by the European Union Agency for Cybersecurity (“ENISA”).

**2. ACCESS TO ELECTRONIC INFORMATION SYSTEMS OR COMPANY'S CONFIDENTIAL INFORMATION**

2.1 In the event Counterparty or its Representatives (as such term is defined below) have access to Company's Electronic Information Systems, including any Operational Technology, manufacturing systems, or network infrastructure ("EIS"), or have access to or process Company's Confidential Information that is collected, transferred, or stored by Company, Counterparty shall at all times implement Security as such term is defined herein. For purposes of this Information Security Schedule, the term "Security" means Counterparty's technological, physical, administrative and procedural safeguards, including but not limited to policies, procedures, standards, controls, hardware, software, firmware and physical security measures, the function or purpose of which is, in whole or part, to protect the confidentiality, integrity or availability of information and data) satisfactory to Company to protect EIS and Company's Confidential Information. For purposes of this Information Security Schedule, the term “Representatives” shall have the same meaning as such term in the Agreement, or if there is no such defined term for “Representatives” in the Agreement, shall mean Counterparty’s Affiliates and both Counterparty’s and its Affiliates’ respective directors, officers, employees, agents and any other persons or entities who contribute to the performance of Counterparty's obligations under the Agreement, including Counterparty’s obligations under this Information Security Schedule. Counterparty's Representatives shall include any and all Subcontractors and such Subcontractors' directors, officers, employees and agents, as well as any and all third-party suppliers, sub-servicers, and hosting providers.

2.2 Counterparty shall not utilize or employ Company's Confidential Information in any generative or other artificial intelligence algorithms, models, software, tools, technologies, or systems, including but not limited to, natural language processing, deep learning models, or machine learning, unless Company provides its express consent in writing. Notwithstanding the foregoing, Counterparty may use or employ Company Confidential Information within an internal, secure, access-restricted, non-public instance of an AI Tool that is dedicated solely to the Counterparty to the extent necessary for the purpose of performing Counterparty’s obligations under the Agreement, subject to Counterparty’s compliance with the confidentiality, security, and non-use terms and conditions of the Agreement, and provided that Company Confidential Information is not used to train, fine-tune, improve, or otherwise enhance any AI Tool.

2.3 Counterparty and its Representatives shall not directly or indirectly connect any non-Company device, equipment, system, software, remote access tool, communication module, or embedded connectivity component to EIS unless a designated Company security authority provides their express consent in writing.

**3. SECURITY**

3.1 Counterparty agrees that, commencing upon the date Counterparty is retained by Company to perform its obligations under the Agreement, and continuing as long as Counterparty controls, possesses, stores, transmits or processes Company's Confidential Information, Counterparty shall employ, maintain and enforce reasonable and appropriate Security designed to protect all Company Confidential Information from unauthorized use, alteration, access or disclosure, and unlawful destruction, and to protect the confidentiality, integrity and availability of such Company Confidential Information. Such Security shall include, but not be limited to, the following:

(i) To the extent Counterparty does not already employ one, Counterparty shall develop and maintain a reasonable and appropriate written data security policy that requires implementation of technological, physical, administrative and procedural controls to protect the confidentiality, integrity and availability of Company's Confidential Information that encompasses access, usage, retention, transport and destruction, and that provides for remediation and disciplinary action in the event of its violation;

(ii) Counterparty shall implement reasonable restrictions regarding physical and electronic access by Counterparty Representatives, including Counterparty employees and Subcontractors, who need access to Company's Confidential Information and EIS in order to perform Counterparty's obligations under the Agreement, including but not limited to physical access controls, secure user authentication protocols, secure access control methods (including privileged access), network security and intrusion prevention protection, malware protection, controls for patch management and updates, and use of industry standard encryption where appropriate or required by Applicable Laws (or such similar term in the Agreement);

(iii) Counterparty shall implement, in policy and via technological mechanisms, access controls for all handling of and access to Company Confidential Information and EIS based upon the principle of least access where each person or system handling the information is granted the minimum access to perform necessary functions and the default setting for access is no access. Without limiting the foregoing, Counterparty shall limit access to Company's Confidential Information and to EIS only to Counterparty's Representatives, including Subcontractors, who have a need for such access in order to perform Counterparty's obligations under the Agreement, which shall include without limitation (a) permitted access methods; (b) an authorization process for users' access and privileges; and (c) maintenance of a list of authorized users. Personnel who have Administrative Access to systems shall be restricted by additional privileged access controls that require rigorous oversight and restrictions, including, at a minimum, multi-factor authentication. "Administrative Access" shall be defined by policy and in implementation to include usage which permits the manipulation of the controls of the system, including management of other access controls;

(iv) Counterparty shall prevent terminated employees from accessing Company's Confidential Information by promptly without delay terminating their physical and electronic access to such information;

(v) Counterparty shall employ assessment, logging, monitoring and auditing procedures to ensure internal compliance with these safeguards;

(vi) Counterparty shall conduct an assessment of these safeguards at least annually;

(vii) Counterparty shall implement controls (a) for preserving any Company's Confidential Information and data and any information transmitted through EIS in accordance with Company's instructions and requests, including without limitation any retention schedules and/or litigation hold orders provided by Company to Counterparty, independent of where the information is stored and (b) at Company's sole discretion and pursuant to Company's written direction, either destroying Company's Confidential Information (such that the information is rendered unusable and unreadable) or returning Company's Confidential Information to Company in a format requested by Company and at Counterparty's expense, when it is no longer needed for Counterparty to perform its obligations under the Agreement. Within 30 days' following termination of the Agreement (or any Order), Counterparty shall provide Company with written certification that all such information has been returned or deleted or both, as applicable;

(viii) Counterparty shall maintain all desktop and mobile applications, provided to Company, to be compatible with the latest operating system (OS) versions and patch levels;

(ix) Counterparty shall implement an annual comprehensive organization-wide cybersecurity education and awareness training, including but not limited to a phishing education and testing program;

(x) Counterparty shall implement (or have a plan to implement) DMARC (Domain-based Message Authentication, Reporting & Conformance), for its sending email domain;

(xi) Counterparty shall implement Multi-Factor Authentication (MFA) for all email, file storage systems, applications, platforms, tools, and any other environments used to access, transmit, process, or store Company Confidential Information, including any remotely accessible or externally accessed systems or environments where Company’s Confidential Information is stored; and

(xii) Counterparty shall only transmit Company Confidential Information through email if it is protected by SMTPS (Simple Mail Transfer Protocol Secure) or other encryption as described in Section 5 below to protect against interception in transit.

3.2 Counterparty shall have an independent auditor registered with the Public Company Accounting Oversight Board complete an annual assessment of Counterparty’s Security in accordance with Service Organization Control (“SOC”) 2, Type II, and shall promptly, upon Company’s written request, provide Company with the SOC 2, Type II audit report as defined by the Auditing

Standards Board of the American Institute of Certified Public Accountants from such independent auditor. Company shall maintain such assessment(s) and report(s) as confidential in accordance with Company's confidentiality obligations under the Agreement.

3.3 Without limiting any rights and remedies hereunder, Company shall have the right to audit and monitor Counterparty's compliance with the requirements of this Information Security Schedule. Upon reasonable notice to Counterparty, during the Term of the Agreement (and except as otherwise stated in this Information Security Schedule), Company (or any vendor selected by Company) may undertake an assessment and audit of Counterparty's Security and Counterparty's compliance with this Information Security Schedule and all Applicable Laws as relevant to Counterparty's actions related to Company Confidential Information in connection with this Agreement. Company shall have the right to revoke or limit Counterparty's access to Company's Confidential Information or to EIS at any time for any reason. In addition to its other obligations hereunder, upon Company's request, Counterparty shall immediately return to Company any hardware and software provided to Counterparty by or on behalf of Company.

3.4 Counterparty shall ensure that its Representatives with access to Company's EIS or with access to or which process Company's Confidential Information are bound by an effective written agreement with Counterparty containing data protection obligations, information security measures, access management controls, and incident response procedures (collectively, "Security Measures") equivalent to the requirements and Counterparty's obligations contained in this Information Security Schedule. Upon Company's request, Counterparty shall provide Company with a copy of any such agreement, together with such other relevant information as reasonably requested by Company. Counterparty shall remain responsible for its Representatives' compliance with the terms of this Information Security Schedule. Counterparty shall routinely but in no event less than annually monitor and conduct regular audits of its Representatives to verify their compliance with such terms and to assess the effectiveness of their Security Measures and adherence to relevant industry standards. Counterparty shall notify Company in writing of any material audit findings or risk impacting Counterparty's Representatives' compliance with the terms and conditions of this Information Security Schedule. Any breach of the terms and conditions of this Information Security Schedule by any Counterparty Representatives shall be deemed a direct breach by Counterparty of this Information Security Schedule.

3.5 Without limiting Counterparty's obligations elsewhere in this Information Security Schedule, Counterparty shall cooperate with Company (i) in any efforts by Company to comply with all current and effective requirements of applicable cybersecurity laws, including but not limited to NIS 2, and (ii) Company's requests for information reasonably necessary to support Company's response to any inquiries, requests, consultations, investigations, audits, demands, subpoenas, or supervisory measures of any court of competent jurisdiction or governmental authority relating to applicable cybersecurity laws and regulations.

**4. INFORMATION SECURITY INCIDENT MANAGEMENT**

4.1 Counterparty shall establish and implement access and activity audit and logging procedures, including without limitation access attempts and privileged access. Counterparty shall develop and implement documented Incident response planning and notification to monitor, react to, notify and investigate any Incident. For purposes of this Schedule, the term "Incident" shall mean any actual or reasonably suspected: (i) unauthorized use, including but not limited to any alteration, disclosure, monitoring, viewing, copying, removal, or theft of or access to Company's Confidential Information managed or controlled by or otherwise in the possession of Counterparty or one or more of its Representatives; (ii) accidental or unlawful destruction of Company's Confidential Information managed or controlled by or otherwise in the possession of Counterparty or one or more of its Representatives; or (iii) loss of Company's Confidential Information controlled by or in the possession of Counterparty or one or more of its Representatives, or (iv) if applicable, unauthorized access of Company Confidential Information or the Counterparty's systems used in performance of Counterparty's obligations under the Agreement, including without limitation, any of the foregoing described in (i) – (iv) caused by or resulting from a failure, lack, or inadequacy of security measures of Counterparty or one or more of its Representatives. Notwithstanding anything herein to the contrary, Incidents do not include potential perimeter network reconnaissance and scanning by threat sources, such as pings or port scans. Without limiting Company's rights or remedies hereunder or as otherwise provided in the Agreement, and in addition to Counterparty's indemnification obligations contained therein, (i) Company shall have the right to terminate the Agreement, in whole or in part, immediately upon written notice to Counterparty in the event of any Incident and (ii) Counterparty shall reimburse Company for all damages, losses, fines, penalties, and reasonable internal and external costs and expenses incurred by Company in connection with an Incident, including without limitation such costs and expenses incurred in investigating, remediating, and otherwise responding to any Incident; for notifications and credit or identity monitoring, call center and other related services to individuals or other third parties affected by such Incident; and for reporting to any governmental or regulatory authorities and addressing any follow-up requests or investigations by such authorities.

4.2 Without limiting Counterparty's obligations regarding Company's Confidential Information, with respect to each Incident, Counterparty shall:

(i) immediately conduct a reasonable investigation of the reasons for and circumstances surrounding such Incident, including without limitation performing a root cause analysis of the Incident, informing Company of the root cause analysis and remedial actions and schedule to prevent the same or similar Incident. Counterparty shall consider in good faith all comments that Company provides with respect to the investigation, remedial actions or schedule;

(ii) take all necessary actions to prevent, contain, and mitigate the impact;

(iii) without limiting any other notification obligations under the Agreement, provide notice to Company promptly by electronic mail at csoc@amgen.com ("Incident Notice"), but in no event later than twenty-four (24) hours (or earlier if required by applicable law or regulation), after Counterparty or its Representatives discovered or became aware of an Incident. The Incident Notice shall contain at a minimum the following information: (a) description of the Incident, including information related to what (if any)

Company Confidential Information or applications, was the subject of or affected by the Incident; (b) actions taken by the Counterparty to remediate the Incident and any countermeasures implemented by Counterparty to prevent future Incidents; (c) the name and contact information of the Counterparty's staff member that can act as a liaison between Company and Counterparty; and (d) any other relevant information (including indicators of compromise) that can help Company protect itself from the Incident;

(iv) collect and preserve all evidence concerning the discovery, cause, vulnerability, exploit, remedial actions and impact;

(v) at Company's request, or as required by Applicable Laws and/or relevant industry standards, provide notice in a manner and format reasonably specified by Company to governmental authorities and/or affected individuals;

(vi) provide Company with (a) weekly written status reports concerning mitigation and remediation activities and (b) any documents and information reasonably requested by and relevant to Company;

(vii) at Company's request, reasonably cooperate and coordinate with Company concerning Company's investigation, enforcement, monitoring, document preparation, notification requirements and reporting concerning Incidents and Counterparty's compliance with Applicable Laws and/or relevant industry standards; and

(viii) reasonably cooperate with Company in the event that Company notifies third parties of the Incident.

**5. ENCRYPTION**

5.1 Counterparty shall encrypt all Company Confidential Information at rest or in transit between Counterparty and Company, between Counterparty systems and repositories used in Counterparty's performance of its obligations under the Agreement, and between Counterparty and all third parties (including Counterparty's Representatives). Encryption must utilize, encryption consistent with NIST Special Publication 800-175b or superseding guidance and such other encryption standards as the US Secretary of Health and Human Services formally publish, from time to time, as being adequate to render data unusable, unreadable, or indecipherable.

**PRIVACY AND DATA PROTECTION SCHEDULE**

**(Version: February 2026)**

This Privacy and Data Protection Schedule ("**Privacy Schedule**") supplements (and is not intended, and shall not be interpreted, to limit the terms of the Agreement) and is governed by the terms and conditions of the Agreement to which it is attached. For purposes of this Privacy and Data Protection Schedule, the term "**Counterparty**" shall refer to the "**Provider**" or other defined term used in the Agreement to refer to the Party performing Services for or providing Goods to Company or its Affiliates, and the term "**Company**" shall refer to Amgen Inc. ("**Amgen**") or the affiliated Amgen entity contracting with the Counterparty for the receipt of Goods or Services under the Agreement.

1. **DEFINITIONS AND CAPITALIZED TERMS.** For purposes of this Privacy Schedule only (unless expressly incorporated elsewhere in the Agreement), capitalized terms in this Privacy Schedule shall have the meanings set forth herein. Any and all other defined terms not otherwise defined herein shall have the meanings set forth in the Agreement. To the extent there is a conflict between the definitions in this Privacy Schedule and any definition in the Agreement, the definitions in this Privacy Schedule shall control with regard to this Privacy Schedule only. For any capitalized term used in this Privacy Schedule that is not defined herein or in the Agreement but is substantially similar in meaning to a defined term in the Agreement, such term shall be interpreted to have the meaning of the most equivalent defined term in the Agreement, as the context requires.

1.1 "**Personal Information**" means any information that relates to, describes or is capable of associated with or linked to an individual, by direct or indirect means, including without limitation classes, categories and other types of information that may identify an individual as specified by Privacy Laws, that is provided to Counterparty by or on behalf of Company or its Affiliates or is obtained by Counterparty or its Representatives in connection with Counterparty's or its Representatives' performance obligations hereunder.

1.2 "**Privacy Incidents**" means any actual or reasonably suspected: (i) unauthorized access to or theft of Personal Information; (ii) unauthorized use of Personal Information by a person with authorized access to such Personal Information for purposes of actual or reasonably suspected theft, fraud or identity theft; (iii) unauthorized disclosure or alteration of Personal Information; (iv) accidental or unlawful destruction of Personal Information; or (v) loss of Personal Information.

1.3 "**Privacy Laws**" means, as in effect from time to time, with respect to the Processing of Personal Information, the applicable data privacy laws of the applicable jurisdiction, including without limitation all data breach notification and information security laws and regulations specific thereto.

1.4 "**Process**" or "**Processing**" (or any variation thereof) means any operation or set of operations that is performed on Personal Information or sets of Personal Information, whether or not by automatic means, including, without limitation, viewing, accessing, collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure retention, dissemination or otherwise making available, alignment or combination, blocking, and erasure or destruction.

## 2. PROCESSING OF PERSONAL INFORMATION

2.1 Application of Privacy Schedule. Counterparty covenants and agrees to comply with the terms and conditions of this Privacy Schedule if Counterparty Processes Personal Information on behalf of Company.

2.2 Obligations of Counterparty. Without limiting Counterparty's obligations set forth elsewhere in this Privacy Schedule and in the Agreement (including without limitation obligations of confidentiality), Counterparty shall: (i) act in accordance with Company's written instructions in the Processing of Personal Information and comply with the requirements of all applicable Privacy Laws; (ii) only Process Personal Information for purposes of performing its obligations under the Agreement and as further set forth herein; and (iii) provide access to Personal Information to its Representatives only to the extent reasonably necessary for performing its obligations under the Agreement; provided, that prior to providing Counterparty's Representatives with such access, Counterparty (a) has clearly and completely conveyed the requirements of this Privacy Schedule to its Representatives and ensured such requirements are understood and followed and (b) has entered into binding agreements with Counterparty's Representatives that include confidentiality and privacy obligations that are substantively similar to, and no less than, those imposed on Counterparty under the Agreement and this Privacy Schedule. For the avoidance of doubt, Counterparty's Representatives include Counterparty's Subcontractors.

2.3 Cross-Border Processing of Personal Information. To the extent applicable, the Counterparty shall Process Personal Information of data subjects in jurisdictions that have been deemed by the relevant data protection authority to provide an adequate level of data protection for the applicable data subject's Personal Information. If the Processing of Personal Information involves Processing, including a transfer to, or access from, a jurisdiction that has not been deemed to provide such adequate protection, the Counterparty shall comply with the terms of the applicable international data transfer agreement for that jurisdiction, as published and maintained by Company at www.amgen.com/dp/schedule (each, an "**International Data Transfer Agreement**"), such International Data Transfer Agreements shall be incorporated herein by reference, throughout the period that Counterparty Processes Personal Information under the Agreement. Such agreements include, without limitation, the Standard Contractual Clauses adopted by the European Commission for the European Economic Area, the UK International Data Transfer Agreement/Addendum, the Swiss Standard Contractual Clauses, and any equivalent contractual instruments, model clauses, or cross-border transfer requirements mandated by the relevant data protection authority in other jurisdictions. The Company may update the referenced page from time to time to reflect changes in applicable Privacy Laws, and the Counterparty shall adhere to the most current version in effect at the time of Processing.

(i) In addition the Counterparty shall conduct transfer impact assessments for any data transfers to jurisdictions without an adequacy decision and, where necessary, implement supplementary technical and organizational measures to ensure an essentially equivalent level of protection.

(ii) Personal Information subject to local data localization laws shall not be transferred outside the applicable jurisdiction unless permitted by such laws and subject to fulfilment of all associated regulatory requirements, including registration, government approvals, and audit cooperation.

(iii) From time to time, Counterparty may propose any alternative data transfer solutions promulgated and permitted by and under applicable Privacy Laws for the Processing of Personal Information outside of a jurisdiction whose Privacy Laws require the implementation of appropriate cross border transfer mechanisms, including without limitation the EEA, the United Kingdom, Switzerland, Saudi Arabia, and Turkey, as applicable ("**International Transfer Solution(s)**"). To the extent not otherwise prohibited by applicable Privacy Laws, the applicable International Data Transfer Agreement shall terminate and the International Transfer Solution(s) shall become effective upon Amgen's written approval of the International Transfer Solution(s) to Counterparty. The International Transfer Solution(s) shall apply solely with respect to the applicable Personal Information Processed by or on behalf of Counterparty that are the subject of such International Transfer Solution(s).

(iv) The Parties shall work in good faith to modify the terms of this Privacy Schedule as they relate to the applicable International Data Transfer Agreements as soon as possible to the extent such modifications are required in order to implement, comply with or adhere to any changes to applicable Privacy Laws as they pertain to such International Data Transfer Agreements.

(v) Without limiting the foregoing, Counterparty shall cooperate with Company in any other efforts by Company to comply with all current and effective requirements of all applicable Privacy Laws and any guidance and decisions of a relevant advisory body (such as the European Data Protection Board), as it pertains to such activities related to Processing of Personal Information, including but not limited to the preparation and execution of separate International Data Transfer Agreement to the extent required by the applicable Privacy Laws. Prior to Processing Personal Information in connection with the Agreement, Counterparty shall promptly provide Company with a list of all Affiliates outside of jurisdictions that have not been deemed to be adequate by the data protection authority of such country and Counterparty will maintain and update this list regularly.

2.4 Compliance with State Privacy Laws. Without limiting Counterparty's obligations set forth elsewhere in this Schedule, and to the extent Counterparty and its Representatives Process Personal Information subject to Privacy Laws of jurisdictions with comprehensive state privacy laws, including without limitation California Civil Code Sections 1798.100–99 et seq. ("**CCPA**"), Virginia and Colorado, and/or state consumer health data laws, Counterparty certifies that it shall comply with the following obligations: (i) Counterparty shall not "sell" or "share" (as such terms or similar terms are defined in the applicable state Privacy Law) such Personal Information; (ii) Counterparty shall not Process Personal Information for any purpose, including any commercial purpose, other than to perform the Services or as otherwise expressly permitted by the applicable state Privacy Law, as applicable; (iii) Counterparty shall not Process Personal Information for any purpose other than as reasonably necessary and proportionate to perform its obligations under this Agreement and support the direct business relationship between Counterparty and Company, unless otherwise expressly authorized by Company; and (iv) Counterparty shall not combine any Personal Information it collects under the Agreement with Personal Information it collects from another source or collects directly from data subjects.

## 3. SAFEGUARDS AND CONTROLS

3.1 Without limiting Counterparty's other obligations under the Agreement, Counterparty shall implement, maintain and enforce technological, physical, administrative and procedural safeguards, including but not limited to policies, procedures, standards, controls, hardware, software, firmware and physical security measures ("**Security**") in accordance with the terms and conditions of the Agreement and/or the Information Security Requirements Schedule, Information Security Requirements Agreement, or agreed upon information and data security terms, as applicable ("**Information Security Requirements**"), to ensure the confidentiality, integrity or availability of Personal Information and to protect Personal Information from Privacy Incidents throughout the period that Counterparty and/or its Representatives Process Personal Information. For the avoidance of doubt, nothing herein limits Counterparty's obligations under the Agreement and/or the Information Security Requirements, as applicable, regarding Confidential Information. In addition to the requirements under the Agreement and/or Information Security Requirements, Security shall, without limitation, be current and consistent with all Privacy Laws and relevant industry standards.

## 4. COMPANY ASSESSMENT, AUDIT RIGHTS AND INFORMATION MAINTENANCE

4.1 Without limiting Company's audit rights under the Agreement, Company or its designee may, upon reasonable notice, undertake an assessment and audit of Counterparty's compliance with this Privacy Schedule, including without limitation an audit of Counterparty's Security in the event of: (i) any Privacy Incident; (ii) any adverse assessment or audit of Security; or (iii) Company discovers or suspects that Counterparty and/or any of its Representatives may not be complying with the terms of this Privacy Schedule. Counterparty shall, and shall cause its Representatives to, cooperate with Company in the conduct of any such audits.

4.2 Counterparty shall collect and record information, and maintain logs, audit trails, records and reports concerning (i) its compliance with Privacy Laws and/or relevant industry standards, (ii) Privacy Incidents, (iii) its Processing of Personal Information, and (iv) the accessing and use of Counterparty's computer systems.

4.3 Without limiting Counterparty's obligations elsewhere in this Privacy Schedule, Counterparty shall cooperate with Company's requests for information reasonably necessary to: (i) demonstrate compliance with the requirements set forth in this Privacy Schedule, (ii) support Company's cooperation or consultations with, or responses to any inquiries, requests, or demands

(including, but not limited to any subpoena or other discovery requests, or court order) of any governmental authorities including without limitation a national data protection authority, and (iii) support Company in conducting a privacy impact assessment of the Processing activities subject to this Agreement.

## 5. PRIVACY INCIDENTS

5.1 Counterparty shall train all of Counterparty's Representatives that Process Personal Information to recognize and respond to Privacy Incidents. In the event of a Privacy Incident, Counterparty shall comply with all obligations in the Information Security Requirements related to Incidents except that Counterparty shall also provide notice to Company promptly by electronic mail at privacy@amgen.com, and csoc@amgen.com but in no event later than 24 hours, after Counterparty or its Representatives discovered or became aware of a Privacy Incident. All other terms and conditions in the Information Requirements related to Incidents shall apply mutatis mutandis to Privacy Incidents. Without limiting the foregoing, Counterparty shall reasonably cooperate and coordinate with Company concerning Company's investigation, enforcement, monitoring, document preparation, notification requirements and reporting concerning Privacy Incidents, which may include facilitating the delivery of notice of any Privacy Incidents (in a manner and format specified by Company) on Company's behalf and at Company's discretion to: (i) individuals whose Personal Information was or may have reasonably been exposed, (ii) governmental authorities, and/or (iii) the media.

## 6. PRESERVATION, DESTRUCTION AND RETURN OF PERSONAL INFORMATION

6.1 Independent of where Personal Information is stored, in accordance with Company's instructions and requests (including without limitation retention schedules and litigation hold orders), Counterparty shall preserve Personal Information that is or has been Processed. Upon the earlier of (i) expiration or termination of the Agreement or (ii) completion of the Processing of Personal Information, Counterparty shall, at Company's option, either (a) ensure Personal Information is destroyed and rendered unusable and unreadable or (b) return Personal Information to Company or its designee in a format reasonably requested by Company.

## 7. DATA SUBJECT ACCESS REQUESTS

7.1 Counterparty shall cooperate with Company in responding to any requests by individuals whom exercise rights under applicable Privacy Laws, including without limitation, requests for access or correction to, or blocking, destruction or data portability of, Personal Information in Counterparty's or its Representatives' custody (each, an "**Access Request**") and such cooperation shall include without limitation, providing Company, within two (2) business days after Company's request, with either copies of or access to such Personal Information in the format in which it is maintained in the ordinary course of business). Without limiting the foregoing, in the event that Counterparty or one or more of its Representatives receives an Access Request directly from an individual whose Personal Information is being Processed by or on behalf of Counterparty in connection with the Services, Counterparty shall immediately (but in no event later than two (2) business days after receiving such request) notify Company of such request by electronic mail at privacy@amgen.com and follow Company's reasonable instructions in connection therewith.

**ARTIFICIAL INTELLIGENCE SCHEDULE**

**(Version April 2026)**

This Artificial Intelligence Schedule ("AI Schedule") supplements (and is not intended, and shall not be interpreted, to limit the terms of the Agreement) and is governed by the terms and conditions of the agreement to which it is attached ("Agreement"). In addition to the other obligations set forth in the Agreement, this AI Schedule sets forth certain terms and conditions applicable to Counterparty's use of AI and AI Tools to perform its obligations under the Agreement. Notwithstanding anything in the Agreement or this AI Schedule to the contrary, in the event of a conflict between the terms and conditions set forth in this AI Schedule and the Agreement, the terms and conditions of this AI Schedule shall govern.

For purposes of this AI Schedule, the term "Counterparty" shall refer to the "Provider" or other defined term used in the Agreement to refer to the Party performing Services for or providing Goods to Company or such party's Affiliates, and the term "Company" shall refer to Amgen Inc. ("Amgen") or the affiliated Amgen entity contracting with the Counterparty for the receipt of Goods or Services under the Agreement.

**1. DEFINITIONS AND CAPITALIZED TERMS.**

For purposes of this AI Schedule only (unless expressly incorporated elsewhere in the Agreement), capitalized terms in this AI Schedule shall have the meanings set forth herein. Any and all other defined terms not otherwise defined herein shall have the meanings set forth in the Agreement. To the extent there is a conflict between the definitions in this AI Schedule and any definition in the Agreement, the definitions in this AI Schedule shall control with regard to this AI Schedule only. For any capitalized term used in this AI Schedule that is not defined herein or in the Agreement but is substantially similar in meaning to a defined term in the Agreement, such term shall be interpreted to have the meaning of the most equivalent defined term in the Agreement, as the context requires.

**1.1.** "AI" means machine-based systems that can, for a given set of human-defined objectives, make predictions, recommendations, or decisions influencing real or virtual environments. Artificial intelligence systems use machine- and human-based inputs to perceive real and virtual environments; abstract such perceptions into models through analysis in an automated manner; and use model inference to formulate opinions for information or action.

**1.2.** "Agentic AI" means AI systems capable of pursuing goals, making autonomous decisions, and initiating actions in dynamic environments with limited human oversight, often exhibiting adaptive or problem-solving behaviors.

**1.3.** "AI Output" means data, text, images, and any other content generated by AI Tools as a result of a Prompt. AI Outputs are Company Materials and are considered Company's Confidential Information.

**1.4.** "AI Tool" means any software application, model, algorithm, tool, technology, platform, or system that implements or leverages AI to perform tasks typically requiring human intelligence, including but not limited to natural language processing, deep learning models, machine learning, image recognition, data analysis, content generation, and decision-making. AI Tools include any software or system that automates or augments decision-making, content generation, analysis, or task execution, as well as Agentic AI, Generative AI Tools, and Predictive AI Tools.

**1.5.** "Company Materials" as defined in the Agreement shall, for purposes of this AI Schedule, also refer to Deliverables, Work Product, Intellectual Property or similarly defined term in the Agreement referring to materials owned by or licensed to Company pursuant to the terms of the Agreement.

**1.6.** "EU AI Act" means Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024 laying down harmonised rules on artificial intelligence and amending Regulations (EC) No 300/2008, (EU) No 167/2013, (EU) No 168/2013, (EU) 2018/858, (EU) 2018/1139 and (EU) 2019/2144 and Directives 2014/90/EU, (EU) 2016/797 and (EU) 2020/1828 (Artificial Intelligence Act).

**1.7.** "Generative AI Tool" means a pretrained or fine-tuned AI Tool designed to generate synthetic content, including text, images, video, audio, or code, based on patterns learned from training data and user inputs (Prompts). Generative AI Tools are typically distinguished from Predictive AI Tools, which are designed to forecast or classify outcomes rather than produce novel content.

**1.8.** "Predictive AI Tool" means an AI Tool that analyzes existing data to forecast or classify future or unknown outcomes, without generating new synthetic content.

**1.9.** "Prompts" means data, text, images, instructions, and other content obtained from Company and/or any of Company's designees that has been input into an AI Tool to generate AI Output. Prompts are Company Confidential Information.

**1.10.** "Training Data" means data, text, images, and other content used to train, validate, customize, test or improve an AI Tool.

**2. USE OF AI TOOLS.**

Counterparty shall inform Company about any use of AI Tools to perform the Services, including incorporating any content generated by AI Tools into any Company Materials.

**3. COMPANY MATERIALS CREATED USING AI TOOLS.**

Counterparty shall identify all Company Materials, or portions thereof, created or developed using AI Tools, and ensure that Company Materials created using AI Tools are marked in a legally compliant manner (in particular, as the results of using

Generative AI Tools) and upon request from Company, Counterparty will identify and describe the AI Tools used to create or develop the applicable portion of such Deliverable.

**4. USE OF COMPANY CONFIDENTIAL INFORMATION.**

Counterparty shall not, and shall ensure its Representatives shall not, utilize or employ Company Confidential Information in any AI Tool unless Company provides its express consent in writing. Notwithstanding the foregoing, Counterparty may use or employ Company Confidential Information within an internal, secure, access-restricted, non-public instance of an AI Tool that is dedicated solely to the Counterparty to the extent necessary for the purpose of performing Counterparty's obligations under the Agreement, subject to Counterparty's compliance with the confidentiality, security, and non-use terms and conditions of the Agreement, and provided that Company Confidential Information is not used to train, fine-tune, improve, or otherwise enhance any AI Tool.

**5. REPRESENTATIONS, WARRANTIES AND COVENANTS.**

In addition to the other representations, warranties and covenants set forth in the Agreement, Counterparty represents, warrants, and covenants to Company as follows:

**5.1.** Counterparty and its Representatives: (a) have obtained sufficient rights (including any applicable license rights) in and to all Training Data used to customize, train, or improve the AI Tools used by or on behalf of Counterparty in connection with the Services, (b) have made all necessary third party disclosures regarding such Training Data and all AI Tools used by or on behalf of Counterparty in connection with the Services, and (c) obtained all necessary third party consents in connection with such Training Data and all AI Tools used by or on behalf of Counterparty in connection with the Services.

**5.2.** Counterparty's or its Representatives' use of Training Data to train any AI Tools used by or on behalf of Counterparty in connection with the Services does not and will not infringe or otherwise violate any rights (including without limitation any intellectual property rights or privacy rights) of any third party.

**5.3.** Counterparty has adopted or will adopt reasonable practices aligned with the EU AI Act regarding transparency of training data, and compliance with applicable copyright laws, including obligations to respect opt-out indications by copyright holders under Article 4(3) of Directive (EU) 2019/790.

**5.4.** AI Output generated by AI Tools used by or on behalf of Counterparty in connection with the Services, or Company Materials created using AI Tools, or the use of such AI Output or Company Materials, will not infringe or otherwise violate any rights (including any intellectual property rights or privacy rights) of any third party and will not violate any Applicable Laws.

**5.5.** Without limiting Counterparty's obligation to comply with all Applicable Laws under the Agreement, Counterparty shall perform the Services in compliance with the EU AI Act, and adhere to all other Applicable Laws and industry standard policies, procedures and/or voluntary commitments relating to the ethical or responsible use of AI Tools, including applicable EMA guidelines, and any other applicable national or international pharmaceutical and AI regulatory frameworks, policies, protocols, procedures, and voluntary commitments related to the use of AI Tools.

**5.6.** There has been no claim, complaint, proceeding, or litigation alleging that the AI Tools or any Training Data is or was falsified, biased, discriminatory, untrustworthy, anticompetitive, violative of civil or other fundamental rights or manipulated in an unethical or unscientific way, or does not comply with Applicable Laws. During the Term of the Agreement, Counterparty shall immediately notify Company upon becoming aware of any such complaint, claim, proceeding, or litigation.

**6. MITIGATION.**

Counterparty shall immediately notify Company in writing upon becoming aware that it is in breach of any representation or warranty in this AI Schedule. Counterparty will use best efforts to promptly mitigate and resolve any breach of any representation or warranty in this AI Schedule, including in response to any complaint, claim, proceeding, or litigation described above. Counterparty will keep Company informed of, and will cooperate with Company in connection with, Counterparty's efforts to mitigate and resolve any such breach, complaint, claim, proceeding, or litigation.

**7. TRANSPARENCY.**

Counterparty shall cooperate with and provide all information requested by Company in connection with any assessment conducted by Company relating to the AI Tools used by or on behalf of Counterparty in connection with the Services, including its AI Output and Training Data and Counterparty's obligations under AI Schedule. If Counterparty uses any AI Tools to create Company Materials, Counterparty shall disclose to Company the names of the AI Tools that were used. Counterparty shall also cooperate with Company in responding to any regulatory inquiries, audits or other requests that Company receives from or commenced by any governmental body, standards body, or similar entity relating to the AI Tools used by or on behalf of Counterparty in connection with the Services, including its AI Output and Training Data.

**8. RIGHTS AND OWNERSHIP.**

Company retains all right, title and interest in the Prompts and AI Output, and nothing in the Agreement or any Order transfers to Counterparty or its licensors or Representatives any ownership interest in the Prompts or AI Output. Counterparty and its Representatives shall not (a) reproduce, distribute, display, perform, prepare derivative works of, or otherwise exploit the Prompts or AI Output or Company Materials created using AI Tools in any manner, or allow any third party to do the same, or (b) create at the request of third parties any works, pieces, materials, publications, the use of which (including fixation, reproduction or distribution) would constitute an infringement of the rights to the Prompts, AI Output or Company Materials created using AI Tools, if these were protected by copyright, except to the extent expressly permitted by Company and described in an Order. At

Company's request, Counterparty shall perform, or cause to be performed, meaningful human review, intervention, and modification of Company Materials created using AI Tools to the extent reasonably necessary to support copyright protection under applicable law. Upon reasonable request, Counterparty shall provide documentation describing the nature of such human contributions.