## Definitions

"**Affiliate**" means any firm, corporation or other entity, however organized, that, directly or indirectly, controls, is controlled by or is under common control with an entity. For the purposes of this definition, "control" is defined as ownership of a majority of the voting power or other equity interests of the entity under consideration.

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

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

"**Amgen Requirements**" means without limitation:

(a) any of Amgen's compliance, safety and security rules, programs and policies as applicable to Supplier or Supplier's performance in this Agreement which are made available to Supplier;

(b) Amgen's supplier code of conduct (available at: https://www.amgen.com/partners/suppliers/supplier-resources/supplier-code-of-conduct/); and

(c) 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 of which may be revised by Amgen from time to time.

"**Anti-Corruption Laws**" means any Applicable Laws, rules and regulations concerning or relating to public or commercial bribery or corruption.

"**Applicable Law**" means:

(a) statute, ordinance, code or other law including regulations and other instruments under them; or

(b) code of practice, guidelines, rules, policies, releases or standards issued by relevant regulators, government authorities or industry bodies, whether or not having the force of law, which are applicable to the parties, this Agreement, its subject matter and the obligations to be performed under it.

"**Business Day**" means a day on which banks are open for general banking business in New South Wales, Australia.

"**Confidential Information**" means all information disclosed to Supplier or Supplier's Representatives for or in connection with the Services, all information created in connection with or derived from the Services and all information created by Supplier or Supplier's Representatives containing, summarising, or derived from such information, including:

(a) information which, either orally or in writing, is designated or indicated as being proprietary or confidential information of Amgen or any other member of Amgen Group;

(b) proprietary or confidential information of a third party to whom Amgen or any other member of Amgen Group owes an obligation of confidence;

(c) information in the Work Product and any Material related to the Work Product;

(d) information in Developed IP and any Material related to Developed IP; and

(e) trade secrets or information which is capable of protection at law or equity as confidential information,whether the information was disclosed:

(i) orally, in writing or in electronic machine readable form;

(ii) or created before, on or after the Effective Date of this Agreement;

(iii) as a result of the discussions between the parties concerning or arising out of the Services; or

(f) information by Amgen, any Amgen Representative or any other member of Amgen Group or any other person,but does not include information which:

(i) is in or has entered the public domain other than by a breach of this Agreement by Supplier of any of its obligations in this Agreement;

(ii) is or was made available to Supplier by a person (other than Amgen or another member of Amgen Group) who was, at the time, entitled to disclose it;

(iii) to the reasonable satisfaction of Amgen, was known to it at the time of the disclosure or that is or was developed by Supplier independently without Supplier relying on, referring to, or incorporating any other Confidential Information; or

(iv) is required to be disclosed by Supplier 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 coordinates with Amgen in order to limit the scope of such required disclosure.

"**Conflict of Interest**" means any activity, arrangement or interest which causes or is likely to cause an actual or potential conflict between:the interests of Amgen and the interests of the Supplier; or

(a) Supplier's obligations under this Agreement or any Order and Supplier's obligations pursuant to that activity, arrangement or interest.

"**Data**" means any information, including Personal Information, which is:

(a) provided to Supplier for the purposes of it performing an Order;

(b) transmitted, received or stored by Supplier in connection with performing an Order; or

(c) processed, generated, complied or modified by Supplier through performance of the Services.

"**Data Breach**" has the meaning given to that term in clause 14.1.

"**Data Defect**" has the meaning given to that term in clause 13.1(d)(vii).

"**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.

"**Developed IP**" means all Intellectual Property Rights developed after the date of this agreement and derived from, resulting from or arising in connection with the performance of the Services, including any Intellectual Property Rights in the Work Product and any Material related to the Work Product.

"**Disclosure Subject**" has the meaning given to that term in clause 12.3(a)(ii).

"**Effective Date**" means the date of last signature in respect of this Agreement.

"**Eligible Data Breach**" has the meaning given to that term in the Privacy Act.

"**Intellectual Property Rights**" means:

(a) all rights conferred by statute, common law or in equity and subsisting anywhere in the world in relation to:

(i) registered and unregistered copyright;

(ii) inventions (including patents, innovation patents and utility models);

(iii) confidential information (including the right to enforce an obligation to keep information confidential), trade secrets, Technical Data and Know-How;

(iv) registered and unregistered designs;

(v) registered and unregistered trade marks;

(vi) circuit layout designs, topography rights and rights in databases, whether or not any of these are registered, registrable or patentable;

(vii) plant variety and plant breeder rights, whether or not any of these are registered, registrable or patentable;

(viii) any domain name; and

(ix) any social media address;

(b) any other rights resulting from intellectual activity in the industrial, commercial, scientific, literary or artistic fields which subsist or may hereafter subsist;

(c) any licence or other similar right from a third party to use any of the above which is capable of unilateral transfer or being sub-licensed (as the case may be) to any third party;

(d) any applications and the right to apply for registration of any of the above; and

(e) any rights of action against any third party in connection with the rights included in paragraphs (a) to (d) above,

but excluding moral rights, and similar personal rights, which by law are non-assignable, and excluding also non-assignable rights of performers under Part XIA of the Copyright Act 1968 (Cth) and similar non-assignable rights of performers under foreign law, and excluding also non assignable rights of visual artists under the Resale Royalty Right for Visual Artists Act 2009 (Cth) and similar non-assignable rights of visual artists under foreign law.

"**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.

"**Know-How**" means information, know how and techniques (whether or not confidential and in whatever form held) including:

(a) formulae, discoveries, design specifications, drawings, data, manuals and instructions;

(b) customer lists, sales marketing and promotional information;

(c) business plans and forecasts; and

(d) technical or other expertise.

"**Notifiable Matters**" has the meaning given to that term in clause 14.2(b).

"**OAIC**" means the Office of the Australian Information Commissioner.

"**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.

"**Personal Information**" has the meaning given to that term in the Privacy Act.

"**Privacy Act**" means the Privacy Act 1988 (Cth).

"**Privacy Laws**" means the Privacy Act, the Spam Act 2003 (Cth) and all other laws, rules and regulations in Australia (and any other jurisdiction to the extent that Amgen, the Supplier or any Personal Information is subject to the laws of that jurisdiction) which relate to the privacy, protection, use or disclosure of Personal Information and any guidelines, orders, directives or

codes of conduct issued by an authority under or in respect of such laws, rules or regulations, as amended from time to time.

"**Material**" includes any material, including documents, notes, memoranda, summaries, reports, analyses, opinions, models, computer media, sound or video recordings, and prototypes, in any form (whether visible or not) or storage from which the information can be reproduced and any form in which the information is embodied or encoded.

"**Representatives**" means, with respect to a party, such party's directors, officers, employees, agents and any other persons or entities (excluding the other party) who contribute to the performance of such party's obligations in this Agreement. Supplier's Representatives includes any and all subcontractors and such subcontractors' directors, officers, employees and agents.

"**Security Audit**" has the meaning given to that term in clause 13.2(c).

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

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

"**Technical Data**" means all research materials, technical reports, test results, analyses, computer programs, computer data bases, computer and software routines, network and topology diagrams and information, working papers, drawings, specifications, formulae, manufacturing processes, recipes, operating procedures and other technical and scientific data and information of whatever kind.

"**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.

"**Work Product**" means any work product specified, identified or described in any Order.

## 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. Nothing attached by Supplier to any Order, including any additional terms or conditions of Supplier, may be construed to expand Amgen's obligations as set forth in 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. Suppliers' execution or commencement of performance hereunder constitutes Suppliers' acceptance of this Agreement. This Agreement expressly limits acceptance to the terms set forth herein. If this Agreement is deemed to be an acceptance of an offer by Supplier, such acceptance is limited to the express terms of this Agreement. If, however, a written contract is already in existence between Amgen and Supplier relating to the purchase of goods or services of the same subject matter covered hereby, the terms and conditions of the previously existing written contract shall prevail to the extent that the same may be inconsistent with the terms and conditions hereof. Where there are no prior written contract relating to the same subject matter, in the event of conflict between these standard terms and conditions and the express terms of an Order, the terms of the Order shall prevail. This Agreement, along with the documents referred to in the Order, 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. No modification or amendment of this Agreement will be effective unless made in writing and signed by an authorized representative of each Party.

1.2 As at the date of this Agreement and at all times throughout the Term of this Agreement and any Order and through the expiration or termination of this Agreement, Supplier represents and warrants that:

(a) Supplier has the full power and authority to enter into this Agreement as represented to Amgen;

(b) Supplier and any of its subcontractors, is properly licensed, experienced, qualified, equipped, organised, financed and capable of performing the Services;

(c) Supplier is registered with the competent tax authorities to conduct business and has paid or will pay any relevant contributions;

(d) Supplier complies with all Applicable Laws;

(e) 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;

(f) the sale, distribution or use of each Work Product does not and will not infringe any Intellectual Property Right of any third party;

(g) Supplier has not entered into any contractual obligation, express or implied, inconsistent with the terms of this Agreement;

(h) Supplier has disclosed to Amgen all of its Conflicts of Interests (if any) in accordance with clause 15.6(a);

(i) Supplier and its Affiliates will not enter into any arrangement which is or involves a Conflict of Interest in accordance with clause 15.6(b);

(j) if Supplier becomes aware of a Conflict of Interest it will disclose the nature of the interest to Amgen in writing as soon as it becomes aware of that interest in accordance with clause 15.6(c);

(k) 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;

(l) 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 practised. Supplier shall notify Amgen immediately in writing upon any inquiry or commencement of proceedings concerning debarment, disqualification or exclusion of the same healthcare professional;

(m) 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 ("Anti-Corruption Laws"),

(n) 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 reasonable and 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, or

(2) fails to complete it truthfully and accurately, or

(3) fails to comply with the terms of that certification.

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 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 promote, advertise, make any representation or give any warranty relating to or in connection with any Amgen product, except as set out in an Order or otherwise authorised in writing by Amgen, and then only strictly in accordance with Amgen's instructions.

(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 favourable 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 Amgen in writing, 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) cooperate with government and regulatory authorities to carry out inspections or investigations relating to the provision of the Goods, Services or Deliverables, without limitation, inspections of Amgen or Supplier's premises.

1.4 Modern Slavery

(a) For the purposes of this clause:

(i) Modern Slavery has the meaning given to it in section 4 of the Modern Slavery Act 2018 (Cth); and

(ii) Related Body Corporate has the meaning given to it in section 50 of the Corporations Act 2001 (Cth).

(b) The Supplier must, in connection with performing its obligations under the Agreement:

(i) comply, and ensure that its Related Bodies Corporate comply, with:

(A) any laws relating to Modern Slavery;

(B) Amgen's Supplier Code of Conduct (available at: https://www.amgen.com/partners/suppliers/supplier-resources/supplier-code-of-conduct/), including, but not limited to, the obligations found on page 6; and

(C) all other Amgen Requirements;

(ii) use best endeavours to mitigate the risks of Modern Slavery in the operations and supply chains of the Supplier and its Related Bodies Corporate, including by implementing processes, procedures, investigations and compliance systems; and

(iii) take reasonable steps to identify and address Modern Slavery risks in the operations and supply chains of the Supplier and its Related Bodies Corporate.

(c) The Supplier must, to the best of its ability, respond to any survey provided by Amgen in connection with Modern Slavery within twenty (20) Business Days of receipt, including providing evidence to the satisfaction of Amgen which validates the Supplier's compliance with this clause 1.4.

(d) The Supplier undertakes, warrants and represents to Amgen that, at the date of entering into this Agreement, to the best of its knowledge, having made reasonable enquiries, neither the Supplier, nor any of its Related Bodies Corporate:

(i) are aware of any Modern Slavery practices within their supply chains;

(ii) have committed an offence under any law relating to Modern Slavery; or

(iii) have been notified that they are subject of any investigation, inquiry or enforcement proceedings by any governmental administrative or regulatory body regarding any offence or alleged offence involving Modern Slavery.

(e) If the Supplier becomes aware of any possible, potential, suspected or actual breach of laws relating to Modern Slavery within the operations or supply chains of the Supplier or its Related Bodies Corporate, the Supplier must:

(i) immediately notify Amgen in writing of the possible, potential, suspected or actual breach; and

(ii) as soon as reasonably practicable and within no more than twenty (20) Business Days, identify and discuss with Amgen any plans the Supplier or its Related Bodies Corporate have to remedy the breach.

(f) If the Supplier gives a notice under clause (e) or Amgen otherwise becomes aware or has a reasonable suspicion of any possible, potential, suspected or actual Modern Slavery occurring in the operations or supply chains of the Supplier, their contractors or suppliers, Amgen may in its absolute discretion do one or more of the following:

(i) request that the Supplier provides all information that Amgen reasonably requires in relation to the possible, potential, suspected or actual Modern Slavery;

(ii) request that the Supplier assists Amgen with any investigation that Amgen wishes to conduct into the possible, potential, suspected or actual Modern Slavery; or

(iii) request that the Supplier:

(A) prepare, document and implement a corrective action plan to address the risk of Modern Slavery occurring within its supply chain;

(B) terminate any relationship between the Supplier and the contractor or supplier involved in the possible, potential, suspected or actual Modern Slavery; or

(C) procure the Supplier's contractors and suppliers to prepare, document and implement corrective action plans; and

(D) confirm to Amgen in writing that such measures have been implemented.

(g) The Supplier must cooperate in good faith with Amgen in investigating the circumstances relevant to any possible, potential, suspected or actual Modern Slavery occurring in the Supplier's operations or supply chain, whether or not notification has been given by the Supplier under clause (e).

(h) The Supplier must use reasonable endeavours to ensure its arrangements with its contractors and suppliers:

(i) include obligations on the relevant contractors and suppliers that are equivalent to the obligations in clauses (b), (d) and (f); and

(ii) permit termination of such arrangements where the Supplier has

reasonable grounds to believe there has been, or is likely to be the occurrence of any offence involving Modern Slavery by the relevant contractor or supplier.

(i) Without limiting any other clauses in this agreement, if the Supplier is in breach of this clause 1.4, Amgen may notify the Supplier of the breach and require, within twenty (20) business days that the Supplier undertake remedial action to rectify the breach, ensure its compliance with any laws relevant to Modern Slavery and minimise the risk of Modern Slavery within the Supplier's operations and supply chain.

(j) If the Supplier fails to undertake the remedial action as required in clause Amgen may terminate this Agreement with immediate effect by giving written notice to the Supplier.

## 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 reasonably 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 between the partiesin 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 and risk 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

(b) Supplier warrants that:

(i) 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**");

(ii) 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;

(i) 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

(ii) 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.

2.6 Variation of Order. Either party may propose a variation of any Order, by providing a notice to the other party ("**Change Request**"). A Change Request must include:

(i) the reasons for and the nature of the proposed variation; and

(ii) the impact of the proposed variation on the Services and

(iii) the fees where relevant.

Within five (5) business days of receiving a Change Request, the receiving party must notify the requesting party either:

(i) that it accepts the proposed variation; or

(ii) that it does not accept the proposed variation.

Where the receiving party accepts the proposed variation, the parties will sign and date the Change Request and the relevant Order is amended from that date. Where the parties are unable to agree on the Change Request, the Change Request will not be implemented and both parties' obligations under the relevant Order are not affected. The parties understand and agree that:

(i)the purpose of this clause 2.6 is to ensure that the Services are delivered by Supplier by the relevant deadline;

(ii) if a party fails to follow the procedures specified in this clause 2.6, that party is deemed to have agreed to waive any right to claim that the relevant Order has been varied (or an attempt has been made to vary that Order), or any claim to additional payment whether by way of quantum meruit or any other legal theory or facts whatsoever;

(iii) if, notwithstanding notification by Supplier of any impact on cost or time of any proposed changes, the parties fail to agree on any cost or time allowance for the required changes, then Supplier must not implement such changes without the approval of Amgen in writing.

2.7 Work Product.

(a) Work Product.

Supplier must provide Amgen with the Work Product, including without limitation any Work Product set forth in any Order, and any Material related to the Work Product. All Work Product and any Material related to the Work Product is and will at all times be the sole and absolute property of Amgen. Unless otherwise specified, all Work Product that uses units of measurement must use metric units, and all Work Product must be written in the English language. Originals and copies of Work Product must be of the highest quality, legible, clear, full form and readable. Work Product must be marked and organized as specified in the Order.

(b) Review of Work Product.

Whenever Supplier provides Work Product (in either draft or final form) to Amgen, Supplier must also provide Amgen with any Material necessary or otherwise requested by Amgen to allow Amgen to review and approve that Work Product on a fully informed basis. Any review or approval of Work Product by Amgen does not relieve Supplier of any of its obligations or liabilities. No Work Product, the final form of which has been approved by Amgen, may be changed or revised by Supplier without the written consent of Amgen.

(c) Use of Work Product.

Amgen, and Amgen's Affiliates or Representatives, may use Work Product and any Material related to the Work Product, in whole, in part or in modified form, for any purpose without restriction and without further compensation to Supplier. Supplier and Supplier's Representatives must not use Work Product or any Material related to the Work Product for any purposes other than fulfilling Supplier's obligations in this Agreement without Amgen's prior written consent.

(d) Moral rights in Work Product and related Material.

On Amgen's request, Supplier must, in relation to any Work Product or Material related to any Work Product, to which moral rights attach, procure from each of the employees and contractors of Supplier used to create the Work Product or Material an irrevocable, unconditional and legally enforceable consent, in favour of Amgen, its Affiliates, customers, successors and assigns to:

(i)use, disclose, reproduce, copy, adapt, publish, perform, exhibit, communicate or transmit the Work Product or Material or any adaptation of the Work Product or Material anywhere in the world, in

whatever form and in whatever circumstances Amgen thinks fits, including the making of any distortions, additions or alterations to or any adaptation of the Work Product or Material as so reproduced, copied, adapted, published, performed, exhibited, communicated or transmitted; and

(ii) disclose, use, reproduce, copy, adapt, publish, perform, exhibit, communicate or transmit the Work Product or Material or any adaptation of them anywhere in the world without making any identification of the author in relation to them.

(e) Transfer of Work Product.

All Work Product and any reproductions thereof, and any Material related to the Work Product must be provided to Amgen by Supplier immediately upon:

(i) completion of the relevant Order;

(ii) termination of this Agreement; or

(iii) within five (5) Business Days of Amgen's written request.

Supplier must not retain a copy of any Work Product, and any Material related to the Work Product, for any purposes without Amgen's prior written consent.

(f) Adverse Event Reporting and Safety Requirements.

To the extent Work Product developed by Supplier for the purpose of providing the Services contains information that constitutes a Reportable Event, defined as an adverse advent (which is an untoward medical occurrence in a patient administered an Amgen product and which is not necessarily caused by the Amgen product), other safety finding or product complaint, Supplier agrees to:

(i) cooperate with Amgen should Amgen deem that follow-up is necessary with respect to any suspected adverse reaction reported to Amgen pursuant to this Agreement; and

(ii) cooperate with Amgen should any other safety related information contained in the Work Product be deemed relevant in order that Amgen may meet its pharmacovigilance obligations.

2.8 Safety and Security

(a) Safety Obligations at Jobsite

(i) Supplier and Supplier's Representatives must comply with the Amgen requirements related to Supplier's performance of this Agreement and repair or replace any property which is damaged or destroyed by Supplier or Supplier's Representatives.

(ii) Supplier is solely responsible to inquire, inspect and acquaint itself with all jobsite conditions.

(iii) In the performance of its obligations in this Agreement, Supplier must at all times:

(A) ensure the presence of competent supervisory personnel;

(B) keep the jobsite clean and safe, including without limitation keeping the jobsite free from debris and hazards; and

(C) be responsible for the safe and orderly performance of such obligations in accordance with all Applicable Laws.

(iv) Upon completion of such performance, Supplier must remove all of Supplier's equipment and unused material from the jobsite, thoroughly clean up all refuse and debris, and leave the site neat, orderly and in good condition.

(b) Security Obligations on Amgen's Premises

(i) At all times when present at Amgen's premises, Supplier and Supplier's Representatives must comply with Amgen Requirements.

(ii) Supplier must not attempt to enter into any Amgen facility, room or area for which Supplier has not been properly authorized.

(iii) Supplier must not abuse or misuse Supplier's authority to gain access into any facility, room or area.

(c) Restrictions on Access to Amgen's Premises

(i) Supplier and/or any of Supplier's Representatives who are required to enter any of Amgen's premises may be required to complete a badge request form and must adhere to all security requirements of Amgen.

(ii) Such Supplier Representatives may also be required to sign the Information Security Agreement and will have restricted access to Amgen's facilities for business purposes only during office hours, unless otherwise pre-approved in writing by Amgen.

(iii) Upon completion of such Supplier Representatives' assignment at Amgen's facilities and/or in the event of termination of this Agreement, badges must be returned immediately to Amgen's security department.

(d) Removal of Personnel from Amgen's Premises

(i) Amgen may, if, in its reasonably opinion, it is reasonably necessary for the purposes of safety and security, require the removal from its premises of any of Supplier's Representatives.

(ii) If necessary for the performance of Supplier's obligations in this Agreement, any such Supplier Representatives must be replaced promptly and at no extra expense to Amgen.

(e) Access to Supplier's Premises

If requested by Amgen in connection with Supplier's performance of this Agreement, Supplier must provide safe and convenient access

for Amgen to Supplier's premises where the Services are performed.

**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 GSTas a separate line item. Undisputed invoices will be payable by Amgen within thirty (30) 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 offered by Supplier to Amgen whether or not the offer is 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.

3.5 Disbursements. Amgen will only reimburse Supplier for reasonable expenses incurred by Supplier in connection with Supplier's performance if such expenses are approved in advance by Amgen in writing. Reimbursable expenses may, without limitation, include; reasonable automobile rental and other transportation expenses, hotel expenses and meals but will not in any circumstances include routine travel to and from any place of work. All requests for reimbursement for expenses must be accompanied by documentation in form and detail sufficient to meet the requirements of the taxing authorities for corporate tax purposes. All such disbursements must be billed to Amgen at exactly the amount incurred with no mark up or other margin.

**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. Amgen may set off any amounts owing by it or any other member of Amgen Group to Supplier against any amounts to which Amgen is entitled under this paragraph 4.1.

4.2 Defence and resolution of claims by third-parties.

(a) Supplier must, at its own expense, assume control of the defence and resolution of each Claim made by a third party ("**Third Party Claim**") and keep Amgen fully and promptly informed of the progress of such defence and resolution.

(b) With respect to each Third Party Claim, Amgen has the right to retain independent legal counsel and monitor such Third Party Claim's defence and resolution.

(c) Supplier and its legal counsel must cooperate with Amgen and its legal counsel and provide any such information requested.

(d) If both Supplier and Amgen are named as parties in any Third Party Claim and representation of both Supplier and Amgen by the same legal counsel would be inappropriate due to any actual or potential conflict of interest between them, then Amgen, may be represented by separate counsel of Amgen's choosing.

(e) If Amgen, in its sole discretion, determines that Supplier has failed to:

(i) defend a Third Party Claim to Amgen's satisfaction; or

(ii) take timely and reasonable steps to resolve a Third Party Claim, Amgen has the right, but not the obligation, to assume control of the defence and resolution of the Third Party Claim.

(f) The party assuming control of the defence or resolution of the Third Party Claim must not admit, settle, compromise or resolve any Third Party Claim without the written consent of the other party.

4.3 Insurance. Supplier will procure and maintain during the performance of this Agreement satisfactory insurance coverage in order to respond to each occurrence for any damage caused by Supplier in the performance of the Services and to satisfy its indemnification obligations 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

5.1 Confidentiality

(a) Supplier and Supplier's Representatives, during this Agreement and for a period of 5 (five) years thereafter, will hold in confidence, the Confidential Information, and will not disclose the Confidential Information to any third party or use it for any purpose except as provided for in this Agreement.

(b) Supplier acknowledges that it has no proprietary rights whatsoever in the Confidential Information.

5.2 Access to 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 responsible for performing the Services and who are already under a confidentiality obligation at least as restrictive as the one in this Agreement.

5.3 Return of Confidential Information

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. However, Supplier will be entitled to retain one copy of the Confidential Information for record keeping purposes, if required by law.

5.4 Confidential Information of a Third Party

Supplier will not, in connection with the Services to be performed under this Agreement, disclose to Amgen any information which is confidential or proprietary to Supplier or any third party.

5.5 Enforcement of Rights

(a) Supplier must notify Amgen promptly in writing if Supplier becomes aware of any infringement, or suspected infringement, of Amgen's rights in the Confidential Information.

(b) 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 maintaining Amgen's rights in and to the Confidential Information and irrevocably appoint Amgen and its authorized representatives as Supplier's attorneys for such purpose.

## 6. DATA PROCESSING AND DISCLOSURE

6.1 Data Processing. The administration and management of this Agreement may include Amgen's collection and processing of Supplier's personal information. Personal information includes non-sensitive information such as, but not limited to, name, contact details, field of expertise and the content of this Agreement. This information may be transferred to a third party for processing and/or processed and securely stored in countries outside of that in which it was collected, such as the United States, Europe or other non-EU/EEA countries. Regardless of the country where Supplier's personal information is either collected or processed, Amgen will make reasonable efforts, in line with industry standards, to safeguard Suppliers privacy. Supplier may access, correct or request deletion of its personal information, subject to certain restrictions imposed by law, or complain about a breach of its privacy by Amgen, by contacting Amgen.

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 the subject of the disclosure laws.

Supplier agrees to promptly respond to, and cooperate with, reasonable requests of Amgen regarding collection of information in compliance with all relevant disclosure laws and regulations.

## 7. INTELLECTUAL PROPERTY

7.1 Ownership of Developed IP. All Developed IP is at all times the sole and absolute property of Amgen.

7.2 Disclosure of Developed IP. Supplier must disclose, at its own cost, and make available to Amgen in such detail as Amgen may reasonably require, all Developed IP that Supplier or Supplier's Representatives have or may create, generate, develop or acquire for the purposes of this Agreement.

7.3 Assignment of Developed IP.

(a) To the extent that Supplier or any other person acquires or holds any right, title or interest in Developed IP which by law is assignable, Supplier must, and must procure that each such person:

(i) assign all of such right, title and interest in and to such Developed IP to Amgen with effect from the date on which that right, title or interest is created; and

(ii) will upon demand by Amgen or an Affiliate of Amgen, do such

things and execute such documents as Amgen may reasonably require to confirm or give effect to that assignment.

(b) To the extent that any Supplier or any other person acquires or holds any right, title or interest in Developed IP which by law is non-assignable, Supplier must, and must procure that each such person, enable Amgen to make use of the Developed IP so as to obtain the full benefit of the Services.

(c) Amgen will reimburse any reasonable out of pocket costs that Supplier incurs in complying with paragraph (a)(ii).

7.4 Further assurances.

(a) Supplier must, and must procure that Supplier's Representatives, execute such documents and do such things as Amgen may reasonably request to:

(i) perfect, confirm, evidence or give effect to this Agreement or any Order including without limitation the right of ownership in clause 7.1 and any assignment required by clause 7.3(a);

(ii) assist Amgen to apply for registration of Developed IP;

(iii) assist Amgen in prosecuting an application for registration of Developed IP;

(iv) enforce Amgen's rights in relation to Developed IP; and

(v) assist Amgen to enforce and defend any alleged infringements of Developed IP.

(b) Supplier must not, and must ensure that Supplier's Representatives do not, do any act or omit to do any act that may potentially prejudice Amgen's ability to apply for, or prosecute an application, for registration of Developed IP. In particular, Supplier must not:

(i) sell, or consent to the sale of Developed IP; or

(ii) publish, refer to otherwise disclose Developed IP or any part thereof.

(c) Amgen will reimburse any reasonable out of pocket costs that Supplier incurs in complying with paragraph (a).

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

7.6 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 all of Supplier's right, title and interest in all Work Product including any present and future intellectual property rights, without retaining any rights whatsoever. 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. TERMINATION

8.1 This Agreement or any Order may be terminated by either party without damages at any time by giving fourteen (14) days prior written notice. Any such termination of an Order will not affect this Agreement or any other Order.

8.2 Termination for non-delivery. If the Goods, Deliverables or Services are not delivered within [10] Business Days following the due date, Amgen may terminate the Agreement in whole or in part, and/or 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.

8.3 Other termination events.

Either Party can erminate the Agreement with immediate effect, on written notice to the other Party and without liability to the other Party if:

(i) the other Party breaches any of its obligations under the Agreement which is incapable of remedy; or

(ii) the other Party 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 the other Party, or that other Party 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

Amgen can terminate this Agreement with written effect, on notice to the Supplier and without liability to the Supplier, if there is a change in control of Supplier during the Term of Agreement.

8.4 Survival. The termination of this Agreement for any reason will not release either Party from any obligations and liabilities set forth in Sections 4, 5, 7 and 12 and 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:
(a) incur no further obligations, including without limitation placement of orders or subcontracts for material, Services or facilities;
(b) promptly make every reasonable effort to obtain termination or assignment to Amgen or Amgen's designee, upon terms satisfactory to Amgen, of all obligations, including without limitation orders or subcontracts, to the extent such relate to the performance of such terminated performance;
(c) use its best endeavours to reduce as far as possible any costs associated with any such termination;
(d) preserve any performance that is in progress or completed and any related data until Amgen or Amgen's designee takes possession of such data;
(e) turn over Work Product and any related Material in accordance with Amgen's instructions;
(f) provide to Amgen reasonable assistance to allow performance of Supplier's obligations in this Agreement by Amgen or its designee and to facilitate the orderly transfer of such obligations, including, without limitation:

(i) obtaining any required consents from third parties and assigning to Amgen or its designee subcontracts; and

(ii) obtaining any necessary rights and making available to Amgen or its designee pursuant to reasonable conditions, any third party services then being utilized by Supplier in the performance of its obligations in this Agreement; and submit to Amgen in writing a report setting out a statement of all Services properly performed by Supplier to the date of such termination either under this Agreement or in relation to the relevant terminated Order.

## 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, including eligibility for coverage or to receive any benefit under any Amgen employee benefit plan or employee compensation arrangement.. 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 will be solely responsible for making appropriate filings and payments to all applicable taxing authorities, including payments of all withholding and payroll taxes due on compensation received under this Agreement, estimated income payments, social security contributions of any kind, employment and self-employment taxes.

## 10. SUBCONTRACTORS

10.1 Supplier must not engage any subcontractor unless Supplier has obtained the prior written consent of Amgen and Amgen may specify the use by Supplier of certain subcontractors.

10.2 Any performance by a subcontractor in connection with this Agreement must be pursuant to an appropriate written agreement between Supplier and such subcontractor and must contain a provision requiring that such performance be in accordance with requirements at least as strict as those of this Agreement and identify Amgen as an intended third party beneficiary that may enforce any warranty and similar rights under such agreement. No agreement between Supplier and any subcontractor relieves Supplier from any of its obligations or liabilities in the Agreement. Supplier must properly select, direct and control subcontractors and inspect subcontractors' performance for defects and deficiencies. Supplier is responsible for:

(i) all conduct, actions and omissions of Supplier's subcontractors;

(ii) compliance by each of such subcontractors with the requirements of this Agreement to at least the extent that Supplier would be responsible if it were performing directly; and

(iii) management and coordination of the performance of all such subcontractors.

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:

(i) is not relieved from any or all of its obligations or liabilities in accordance with this Agreement as a result of subcontracting any of those obligations or liabilities;

(ii) shall be responsible to Amgen and the Amgen Group for all Services performed or Deliverables or Goods provided and for the negligence, errors, acts, omissions and conduct of any subcontractor as if such conduct was the conduct of Supplier;

(iii) is responsible for compliance by each subcontractor with the requirements of this Agreement and all applicable law, rules and regulations to the same; and

(iv) must, if Amgen requires, give Amgen access to, or copies of, any proposed or executed subcontract and Material related to that subcontract.

10.5 Supplier must provide Amgen with prompt written notice of all actual or potential disputes with subcontractors in relation to the Services, including, without limitation, breaches, defaults, insolvencies, defects in subcontractor's goods or services, and work stoppages. Such notice must include the reasons and circumstances giving rise to such disputes in such detail to enable Amgen, in its sole discretion, to exercise any of its rights or remedies against such subcontractor or to ensure that any prior written approval of any settlement by Amgen is provided on a fully informed basis. Notwithstanding the foregoing, neither the provisions of this section nor the exercise by Amgen of any of its rights or remedies relieve Supplier of any of its obligations or liabilities under this Agreement.

## 11. INFORMATION SECURITY

11.1 Supplier must comply with Amgen Requirements relating to information security. Supplier must safeguard all assets and maintain the security of any personal computer, peripheral device, or software provided to them by Amgen and uses such for Amgen business purposes only including not introducing any unauthorized software on an Amgen Group system.

11.2 Supplier must not give to any other person the user identification or passwords issued to Supplier for accessing the Amgen Group's electronic systems unless authorized in writing by Amgen, nor attempt access to any Amgen Group Confidential Information to which Supplier is not entitled to obtain, possess or use in any manner, nor attempt access to another person's user identification or Amgen Group staff member's password. Should Supplier come into possession of such, Supplier shall not keep any record or disclose to any other person.

11.3 Supplier must not copy, distribute or reveal the contents of all or any part of any computer program, program documentation, system documentation, user manuals data or other assignment(s) except as so directed by Amgen.

11.4 Violation of these guidelines may result in loss of all access privileges and shall be a breach of this Agreement.

## 12. SUPPLIER'S PRIVACY OBLIGATIONS AND THE USE OF SUPPLIER'S INFORMATION BY AMGEN

12.1 Supplier's Privacy Obligations. Supplier must, and must ensure that its Representatives, in the performances of the Services:

(a) comply with the Privacy Laws (as if Supplier were bound by them to the same extent as Amgen) in respect of all Personal Information collected, held, used, disclosed and otherwise handled by the Supplier or its Representatives under or in connection with this Agreement, an Order or the performance of any Services (Relevant Information);

(b) only use, collect or disclose the Relevant Information for the sole purpose of providing the Services;

(c) protect the Relevant Information from misuse and loss and from unauthorised access, modification or disclosure;

(d) subject to the Privacy Laws and consents obtained from the relevant individuals:

(i) treat the Relevant Information as Confidential Information; and

(ii) destroy or permanently de-identify the Relevant Information if that information is no longer needed to provide the Services;

(e) to the extent consistent with the Privacy Laws, comply with any:

(i) privacy statements regarding the Relevant Information and any privacy policy issued by Amgen from time to time; and

(ii) direction or request of Amgen regarding how to comply with any such privacy statement or policy;

(f) not transfer Relevant Information outside Australia, or allow anyone outside Australia to have access to it, without the prior written approval of Amgen;

(g) notify Amgen immediately of any complaint from any person alleging a breach of the Privacy Laws with respect to the Relevant Information;

(h) promptly inform Amgen if it receives a request from an individual for access to or correction of Relevant Information about the individual prior to providing such access to the individual or correcting the Relevant Information;

(i) cooperate with Amgen in:

(i) Any relevant complaint alleging a breach of the Privacy Laws with respect to the Personal Information; and

(ii) providing access to any record of Relevant Information following a request from an individual;

(j) promptly correct or update any Relevant Information in accordance with any request by Amgen to do so;

(k) take all necessary technical and organisational measures to prevent:

(i) unauthorised or unlawful use or disclosure of; and

(ii) accidental loss or destruction of, or damage to, the Relevant Information;

(l) take reasonable steps, when requested by Amgen from time to time, to assist Amgen to comply with its obligations under the Privacy Laws and any privacy statements or policies issued by it; and

(m) notify Amgen immediately if it becomes aware of a breach, or a suspected or possible breach, by Supplier of any of its obligations under this clause 12.1.

12.2 Collection, Use and Disclosure by Amgen.

(a) Amgen may collect and process Supplier's information (including but not limited to name, contact details and field of expertise of the Supplier's Representatives and the content of this Agreement) (Supplier Information) for the purpose of administering and managing this Agreement. Supplier must make the Supplier's Representatives aware of the matters contained in this clause 12.2. Amgen may transfer or disclose Supplier Information to:

(i) a member of the Amgen Group;

(ii) third parties, including other suppliers, who assist Amgen in administering payments and travel arrangements; and

(iii) other third parties who may hold, store, use or process the Supplier Information on Amgen's behalf.

(b) The Supplier acknowledges and agrees that, to the extent permitted by applicable Privacy Laws, Amgen may transfer Supplier Information outside of Australia.

(c) Amgen will handle all Supplier Information in accordance with Amgen's privacy police, which is currently available at https://www.amgen.com.au/privacy-statement

12.3 Supplier's Acknowledgment.

(a) Supplier acknowledges and agrees that, to the extent required or necessary to comply with Applicable Laws and codes of practice on disclosure obligations, Amgen or the appropriate Amgen Group member is permitted to publicly disclose information regarding:

(i) the Supplier and this Agreement, including the Supplier's name (or the name of the Supplier's Representatives), their professional address, and dates and amounts of payments, or other transfers of value made to Supplier or its Representatives; and

(ii) amounts of payments, or other transfers of value made by Supplier on behalf or at the request of Amgen to health care professional, health care institutions and other individuals or entities that are subject of disclosure laws (each a Disclosure Subject).

(b) Supplier must:

(i) 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 provided by Amgen, in compliance with all relevant disclosure requirements; and

(ii) where directed by Amgen, inform the Disclosure Subject about any processing, disclosure or transfer obligations of its Personal Information, as well as, where required, to obtain sufficient consent of Disclosure Subject for Amgen to collect, hold, use, process, disclose and transfer its Personal Information as contemplated by this clause 12**.**

## 13. AMGEN DATA

13.1 Data.

(a) Nothing in this clause 13.1 is intended to limit Supplier's other obligations under this Agreement.

(b) Supplier acknowledges that the Data is the sole and valuable property of Amgen and that any unauthorised disclosure, use or loss of the Data could give rise to considerable damage to Amgen.

(c) Amgen acknowledges that this clause is not intended to restrict Supplier's use and development of Supplier's underlying business methodologies, know-how, tools, techniques and processes.

(d) Supplier must:

(i) at all times keep the Data absolutely secret and confidential and must not directly or indirectly disclose the Data to any third party at any time;

(ii) not allow the Data to be disclosed or communicated to any third party without the authority of Amgen;

(iii) not use or exploit (for itself or for any other person) any of the Data for any reason after termination or expiration of this Agreement;

(iv) not use or exploit (for itself or for any other person) any of the Data for any reason except as is necessary to provide the Services;

(v) limit access to the Data to the Representatives of Supplier who need to know or receive the Data in order to provide the Services and take all necessary steps to eliminate risk of unauthorised use or

disclosure of the Data by those Representatives;

(vi) use best endeavours to ensure that in the course of providing the Services no errors (whether typographical, logical or otherwise) are introduced into the Data (as it exists from time to time) by it or its Representatives;

(vii) if Amgen informs Supplier in writing, or if it becomes aware, that the Data (in any form) contains any errors or is corrupted, lost or functionally disabled as a result of any act or omission of Supplier (a Data Defect), Supplier must:

(A) immediately advise Amgen (in writing) of whether or not Supplier can remedy the Data Defect and how long it will take to remedy the Data Defect;

(B) if it cannot remedy the Data Defect within a timeframe acceptable to Amgen, or if it fails to remedy the Data Defect within any agreed time, co-operate at its own cost with Amgen in remedying or procuring the remedy of the Data Defect itself or through a third party; and

(C) bear the costs and expenses of remedying Data Defects (including costs of a third party which Amgen believes it must retain in order to remedy the Data Defect); and

(viii) comply with all other requirements and procedures relating to the use and protection of passwords and any other system security codes and/or mechanisms, as may be specified in an Order or as notified to Supplier by Amgen at any time.

(e) Supplier will ensure that Amgen has access at all times, and in any manner requested, to all Data within the possession, custody or control of Supplier, and will allow Amgen to modify the Data as Amgen sees fit. Such access to Data will be available to Amgen, unconditionally, without prior notice and at no additional charge.

(f) Supplier will provide and observe such additional security measures with regard to Data (including relevant Amgen requirements) as may be reasonably requested by Amgen.

(g) Upon the termination or expiration of the relevant Order or otherwise upon request by Amgen, Supplier must promptly:

(i) return to Amgen or a third party nominated by Amgen all Data in Supplier's or any Supplier's Representatives possession, custody or control;

(ii) delete, erase, or otherwise permanently destroy any Data contained in computer memory, magnetic, optical, laser, electronic or other media in its possession, custody or control which is not capable of delivery to Amgen and must procure the Supplier's Representatives to follow this procedure; and

(iii) if required by Amgen sign a statutory declaration to the effect that all Data has been returned or permanently destroyed.

(h) Supplier acknowledges that Amgen:

(i) may obtain a court order enforcing the obligations of confidentiality imposed on Supplier both by this Agreement and generally at law; and

(ii) is entitled to approach any court of competent jurisdiction to obtain an injunction restraining Supplier from failing or threatening to fail to comply with its obligations under this clause or, at Amgen's option, to obtain monetary damages or both.

(i) Supplier assigns to Amgen all Intellectual Property Rights that Supplier would otherwise have in the Data and will comply with clause 7 in relation to such Intellectual Property Rights (as if such Intellectual Property Rights were Developed IP). Supplier must not assert any lien or other right against or to Data or otherwise deal with Data.

13.2 Security.

(a) Nothing in this clause 13.2 is intended to limit Supplier's other obligations under this Agreement.

(b) Supplier must:

(i) ensure that the Data is able to be identified and is kept separate from information held by Supplier for persons other than Amgen;

(ii) ensure that the Data is only copied to the extent necessary to provide the Services and ensure that all copies (including all back-up copies) are maintained in accordance with the requirements of this clause 13.2;

(iii) implement industry best practice information security procedures to ensure that the Data cannot be subject to any unauthorised copying, use, disclosure, access or loss;

(iv) comply with the security policies specified in this Agreement or a relevant Order and with all Amgen Requirements;

(v) not transfer Data, or otherwise make the Data accessible from, outside Australia, or allow any third parties to have access to the Data, without the prior written approval of Amgen; and

(vi) notify Amgen immediately and comply with all directions of Amgen if Supplier becomes aware of any actual or suspected unauthorised copying, use, disclosure, access or damage or destruction of the Data.

(c) Amgen may at any time require Supplier or a third party nominated by Amgen to conduct an audit of Supplier's compliance with clauses 13.1 and 13.2 of this Agreement and of the data security technology, processes and policies in place to protect the Data (a Security Audit).

(d) Where Supplier is to conduct a Security Audit, Supplier must as soon as reasonably practicable and at its own expense:

(i) investigate the extent to which it is complying with clauses 13.1 and 13.2 of this Agreement;

(ii) compare the level of its data security technology, processes and policies with best industry practice and any applicable specific industry standard; and

(iii) provide the results of the audit to Amgen in writing.

(e) Where a third party is engaged by Amgen to undertake a Security Audit, Supplier must provide prompt and unfettered access to Supplier's Representatives, technology and premises and to all documentation, materials and other information (including information in electronic form) relating to Supplier's compliance with clauses 13.1 and 13.2 of this Agreement or to the data security requirement and policies in place to protect Data.

(f) Supplier must participate cooperatively and promptly and at its own expense in any Security Audit.

(g) If the results of the Security Audit indicate in Amgen's reasonable judgment that Supplier is not complying with its obligations under this Agreement with respect to the Data, Amgen may (without limiting its other rights and remedies):

(i) require Supplier to take promptly such steps at its own expense as in Amgen's reasonable judgment are necessary to ensure that Supplier does comply with those obligations; or

(ii) terminate this Agreement by notice to Supplier with immediate effect, in which case the provisions of clauses 8.1 and 8.5 should be adhered to.

13.3 Supplier's Privacy Obligations. Supplier must, and must ensure that its Representatives, in the performances of the Services:

(a) comply with the Privacy Laws (as if Supplier were bound by them to the same extent as Amgen) in respect of all Personal Information collected, held, used, disclosed and otherwise handled by the Supplier or its Representatives under or in connection with this Agreement, an Order or the performance of any Services (Relevant Information);

(b) only use, collect or disclose the Relevant Information for the sole purpose of providing the Services;

(c) protect the Relevant Information from misuse and loss and from unauthorised access, modification or disclosure;

(d) subject to the Privacy Laws and consents obtained from the relevant individuals:

(i) treat the Relevant Information as Confidential Information; and

(ii) destroy or permanently de-identify the Relevant Information if that information is no longer needed to provide the Services;

(e) to the extent consistent with the Privacy Laws, comply with any:

(i) privacy statements regarding the Relevant Information and any privacy policy issued by Amgen from time to time; and

(ii) direction or request of Amgen regarding how to comply with any such privacy statement or policy;

(f) not transfer Relevant Information outside Australia, or allow anyone outside Australia to have access to it, without the prior written approval of Amgen;

(g) notify Amgen immediately of any complaint from any person alleging a breach of the Privacy Laws with respect to the Relevant Information;

(h) promptly inform Amgen if it receives a request from an individual for access to or correction of Relevant Information about the individual prior to providing such access to the individual or correcting the Relevant Information;

(i) cooperate with Amgen in:

(i) Any relevant complaint alleging a breach of the Privacy Laws with respect to the Personal Information; and

(ii) providing access to any record of Relevant Information following a request from an individual;

(j) promptly correct or update any Relevant Information in accordance with any request by Amgen to do so;

(k) take all necessary technical and organisational measures to prevent:

(i) unauthorised or unlawful use or disclosure of; and

(ii) accidental loss or destruction of, or damage to, the Relevant Information;

(l) take reasonable steps, when requested by Amgen from time to time, to assist Amgen to comply with its obligations under the Privacy Laws and any privacy statements or policies issued by it; and

(m) notify Amgen immediately if it becomes aware of a breach, or a suspected or possible breach, by Supplier of any of its obligations under this clause 13.3.

## 14. DATA BREACH NOTIFICATION AND RESPONSE

14.1 Notification of Data Breach to Amgen. Supplier must:

(a) immediately report to Amgen any suspected, likely or actual:

(i) unauthorised access to, or unauthorised disclosure of, Data; or

(ii) any loss of Data in circumstances where unauthorised access to, or unauthorised disclosure of, Data is likely to occur, (each a Data Breach) immediately after becoming aware of the Data Breach and, in any event, within [24] hours of becoming aware of the Data Breach; and

(b) comply with all instructions of Amgen in relation to that suspected Data Breach, such instructions to be in writing.

14.2 Response to Data Breach. After notifying Amgen in accordance with clause 14.1 and unless instructed in writing by Amgen otherwise, Supplier must:

(a) immediately investigate and remedy the Data Breach, including by taking

all necessary steps to mitigate any harm to individuals which may result from the Data Breach;
(b) immediately provide written notification to Amgen of:
(i) the identity and contact details of any entities suspected or likely to be involved in the Data Breach;
(ii) a description of the suspected, likely or actual Data Breach that Supplier has reasonable grounds to believe has happened;
(iii) the kinds of Personal Information concerned in the Data Breach;
(iv) if known at the time of notification that there are reasonable grounds to believe the relevant circumstances amount to an Eligible Data Breach:
(A) the reasons why Supplier considers that a reasonable person, would or would not, conclude that the Data Breach would be likely to result in serious harm to any of the individuals to whom the information relates; and
(B) any remedial action Supplier has taken or proposes to take and any proposed recommendations about the steps that individuals to whom the Personal Information relates should take in response to the Eligible Data Breach; and
(v) if not known at the time of notification that there are reasonable grounds to believe the relevant circumstances amount to an Eligible Data Breach, details of the reasonable and expeditious assessment Supplier is undertaking, or plans to undertake, to assess whether there are reasonable grounds to believe that the relevant circumstances amount to an Eligible Data Breach and how such assessment will be completed within 20 days of Supplier becoming aware of the Data Breach;
(c) provide Amgen with all information, documents and assistance required by Amgen in respect of the Data Breach;
(d) provide Amgen with ongoing updates (at least [daily]) with respect to the Notifiable Matters until such time as Amgen determines that the Data Breach has been remedied;
(e) cooperate with all reasonable directions of Amgen in relation to the Data Breach; and
(f) not notify the OAIC or affected individuals of the Data Breach unless directed in writing by Amgen in accordance with clause 14.3.

14.3 Notification of an Eligible Data Breach. As soon as practicable after Supplier becomes aware that there are reasonable grounds to believe that there has been an Eligible Data Breach, at Amgen's option Supplier will either:
(a) provide all necessary information, documents and assistance required by Amgen in order for Amgen to prepare such statements and notify such individuals and the OAIC in respect of the Eligible Data Breach in accordance with Division 3B of Part IIIC of the Privacy Act; or
(b) prepare a proposed statement in accordance with section 26WK(3) of Part IIIC of the Privacy Act, obtain Amgen's written approval to that statement and the method of notification for issuing such statement to affected individuals and the OAIC, and, if so instructed, issue the statement to affected individuals and the OAIC on behalf of itself and 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, demand, consent or other communication (a Notice) given or made under this Agreement:
(a) must be in writing and in English and signed by the sender or person duly authorised by the sender (or in the case of email, set out the full name and position or title of the sender or person duly authorised by the sender);
(b) must be delivered to the intended recipient by prepaid post (if posted to an address in another country, by registered airmail) or by hand, or email to the addressee or email address last notified by the intended recipient to the sender;
(c) will be conclusively taken to be duly given or made and received:
(i) in the case of delivery in person, when delivered;
(ii) in the case of delivery by express post, to an address in the same country, two Business Days after the date of posting;
(iii) in the case of delivery by any other method of post, six Business Days after the date of posting (if posted to an address in the same country) or 10 Business Days after the date of posting (if posted to an address in another country); and
(iv) in the case of email, at the earliest of:
(A) the time that the sender receives an automated message from the intended recipient's information system confirming delivery of the email;
(B) the time that the intended recipient confirms receipt of the email by reply email; and
(C) three hours after the time the email is sent (as recorded on the device from which the sender sent the email) unless the sender receives, within that three hour period, an automated message that the email has not been delivered,

but if the result is that a Notice would be taken to be given or made and received:

(v) in the case of delivery by hand, post or fax, at a time that is later than 5pm; (vi) in the case of delivery by email, at a time that is later than 7pm; or

(vii) on a day that is not a Business Day, in the place specified by the intended recipient as its postal address in paragraph (b), it will be conclusively taken to have been duly given or made and received at the start of business on the next Business Day in that place.

15.3 Assignment. This Agreement or any interest in this Agreement shall not be assignable by Supplier without the prior written consent of Amgen. As long as such consent has not been obtained, the assigning party continues to be liable for all obligations that it purported to assign. This Agreement shall be binding upon the successors and permitted assignees.

15.4 Records and Audit. Supplier must, at its own cost, maintain complete and correct books and records relating to the performance of all of its obligations in this Agreement and all costs, liabilities and obligations incurred in this Agreement. All records and accounts relating to financial matters must be in a format consistent with generally accepted accounting practices. Such books and records must be maintained for a period of no less than 10 (ten) years after the termination of this Agreement. Such books and records must 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. Amgen's audit rights do not include the right to audit the makeup of fixed price costs or fixed rates agreed upon by Amgen. Should Supplier fail to maintain such books and records as required by this clause 15.4, Supplier must provide its good faith assistance and reimburse Amgen for its reasonable costs in recreating such books and records. In the event that any audit by Amgen reveals any overpayment by Amgen, then Supplier must repay to Amgen the overpaid amount upon Amgen's written demand. Amgen's performance of an audit and Supplier's repayment of any overpaid amounts do not limit any of Amgen's rights and remedies with respect to such overpaid amounts or Supplier's performance of its obligations in this Agreement, all of which rights and remedies are reserved by Amgen. Supplier must ensure that corresponding provisions to those contained in this clause 15.4 are incorporated into any agreements between Supplier and any subcontractor engaged by Supplier to provide Services.

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 Conflict of Interest.

(a) Supplier has disclosed to Amgen all Conflicts of Interest that exist as at the Effective Date.

(b) During the term of this Agreement and any Order, Supplier and its Affiliates must not enter into any arrangement which is or involves a Conflict of Interest without the prior written consent of Amgen.

(c) Despite the above, if Supplier becomes aware of a Conflict of Interest it must disclose the nature of the interest to Amgen in writing as soon as it becomes aware of that interest.

(d) If:

(i) Supplier breaches paragraphs (a), (b) or (c); or

(ii) Supplier notifies Amgen of a Conflict of Interest in accordance with paragraph (c); or

(iii) Amgen becomes aware of a Conflict of Interest;

Supplier must take such actions as agreed with Amgen to resolve or eliminate the Conflict of Interest. If no such agreement can be reached and implemented, within [10] Business Days from the date that Amgen becomes aware of the breach or Conflict of Interest (as relevant), Amgen may terminate this Agreement and any or all Orders with immediate effect by giving written notice to the Supplier.

15.7 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.

15.8 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 either party will have the right to terminate this Agreement upon written notice to the other party.

15.9 Public Announcements. Except for the purposes of performance of this Agreement, Supplier must not use or allow Supplier's Representatives to use, Amgen's name, the names of Amgen's subsidiaries or parent (if any), or any derivatives thereof without Amgen's prior written consent, which may be withheld at Amgen's sole discretion. This prohibition of use includes use in any publicity or advertising, including, without limitation, media releases, public announcements, public disclosures or the publication of any of Work Product or Material related to the Work Product. Supplier must immediately provide notice to Amgen in the event it becomes aware of any violation of this prohibition and, at Supplier's sole expense, take such steps necessary to cease and cure such violation to Amgen's satisfaction.

15.10 Force Majeure.

(a) If a party is prevented in whole or in part from carrying out its obligations in this Agreement (other than an obligation to pay money) as a result of Force Majeure, it must promptly give a notice to the other party that complies with paragraph (c).

(b) Following this notice, and while the Force Majeure continues, the obligations which cannot be performed (other than an obligation to pay money) because of the Force Majeure will be suspended if the party giving notice has taken all proper precautions, due care and reasonable alternatives with the intention of avoiding the delay or failure and of carrying out its obligations in this Agreement.

(c) A notice given under paragraph (a) must:

(i) specify the obligations a party cannot perform;

(ii) fully describe the event of Force Majeure;

(iii) estimate the time during which the Force Majeure will continue; and

(iv) specify the measures proposed to be adopted to remedy or abate the Force Majeure.

(d) The party that is prevented from carrying out its obligations in this Agreement as a result of Force Majeure must remedy the Force Majeure to the extent reasonably practicable and resume performance of its obligations as soon as reasonably possible.

(e) The party that is prevented from carrying out its obligations in this Agreement as a result of Force Majeure must take all action reasonably practicable to mitigate any loss suffered by a party or a third party as a result of its failure to carry out its obligations in this Agreement.

(f) A party is not required, by this clause 15.10, to settle any labour dispute against its will or to test the validity or refrain from testing the validity of Federal, State or local law, order, rule or regulation.

(g) If a party is prevented from carrying out its obligations in this Agreement as a result of Force Majeure for a period of 2 months the other party may terminate this Agreement by giving 30 days' notice to the party claiming Force Majeure, without prejudice to any of the rights of either party accrued prior to the date of termination.

15.11 Governing Law and Jurisdiction. This Agreement is governed by the law applicable in the state of New South Wales, Australia and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that state.

## Schedule 1 - Privacy and Data Protection Schedule

This Privacy and Data Protection Schedule ("**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. Any defined terms not otherwise defined herein shall have the meanings set forth in the Agreement.

### 1. DEFINITIONS

"**Personal Information**" means any information that relates to, describes or is capable of being 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 Supplier by or on behalf of Amgen or its Affiliates or is obtained by Supplier or its Representatives in connection with Supplier's or its Representatives' performance obligations hereunder.

"**Privacy Incidents**" means any actual or reasonably suspected: (1) unauthorized access to or theft of Personal Information; (2) 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; (3) unauthorized disclosure or alteration of Personal Information; (4) accidental or unlawful destruction of Personal Information; or (5) loss of Personal Information, including without limitation, any of the foregoing described in (1) – (4) caused by or resulting from a failure, lack of or inadequacy of Security or the malfeasance of Supplier or one or more of its Representatives.

"**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 the European Union General Data Protection Regulation (Regulation (EU) 2016/679) ("**GDPR**"), together with any national implementing laws in any Member State of the European Union or, to the extent applicable, in any other country, as amended, repealed, consolidated or replaced from time to time (hereinafter "**EU Data Protection Laws**") and all data breach notification and information security laws and regulations specific thereto.

"**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.

"**Security**" means technological, physical and administrative controls, including but not limited to policies, procedures, organizational structures, hardware and software functions, as well as physical security measures, the purpose of which is, in whole or part, to ensure the confidentiality, integrity or availability of Personal Information.

### 2. PROCESSING OF PERSONAL INFORMATION

2.1. Supplier covenants and agrees to comply with the terms and conditions of this Schedule if Supplier Processes Personal Information.

2.2. Without limiting Supplier's obligations set forth elsewhere in this Schedule and in the Agreement (including without limitation obligations of confidentiality), Supplier shall:

(i) act in accordance with Amgen'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 Supplier's Representatives with such access, Supplier (a) has clearly and completely conveyed the requirements of this Schedule to its Representatives and ensured such requirements are understood and followed and (b) has entered into binding agreements with Supplier's Representatives that include confidentiality and privacy obligations that are substantively similar to, and no less than, those imposed on Supplier under the Agreement and this Schedule. Without limiting the foregoing and notwithstanding anything to the contrary set forth in the Agreement with respect to Supplier's use of Subcontractors, Supplier shall not subcontract any of its Processing activities under the Agreement without the prior written consent of Amgen.

2.3. Without limiting Supplier's obligations set forth elsewhere in this Schedule, to the extent Personal Information Processed by Supplier originates from a member country of the European Economic Area (EEA), Switzerland, or another jurisdiction with data protection laws that rely on, are similar to, or are based on EU Data Protection Laws ("**European Personal Information**")**,** Supplier (a) acknowledges that Amgen is the "controller" (as defined in EU Data Protection Laws) of such information and (b) shall ensure that such Processing is performed in compliance with the following:

(i) As a "processor" (as defined in EU Data Protection Laws), if and when Supplier Processes such European Personal Information in jurisdictions outside of the EEA, such Processing will occur only in jurisdictions that have been deemed by the European Commission or by the relevant national data protection authorities to provide an adequate level of data protection ("**Adequate Jurisdiction**"), except as otherwise stated herein.

(ii) To the extent that such European Personal Information is Processed by or on behalf of Supplier outside of an Adequate Jurisdiction, Supplier shall cooperate with Amgen in Amgen's efforts to comply with all current and effective requirements of EU Data Protection Laws, all national laws similar thereto and any guidance and decisions of a relevant advisory body (such as the Article 29 Working Party and the European Data Protection Board), as it pertains to such Processing activities, including but not limited to the preparation and execution of any required International Data Transfer Agreement with EU-approved Standard Contractual Clauses. Prior to Processing European Personal Information in connection with the Agreement, Supplier shall promptly provide Amgen with a list of all affiliates and/or subsidiaries outside of an Adequate Jurisdiction that will Process such European Personal Information.

2.4. Without limiting Supplier's obligations set forth elsewhere in this Schedule, and to the extent Supplier and its Representatives Process Personal Information subject to the California Consumer Privacy Act of 2018 ("CCPA"), Supplier certifies that it shall comply with the following obligations:

(i) Supplier shall not "sell" (as defined in the CCPA) such Personal Information;
(ii) Supplier shall not Process Personal Information for any purpose other than to perform the Services or as otherwise permitted by the CCPA; and
(iii) Supplier shall not Process Personal Information outside of the business relationship between Supplier and Amgen (as defined in the CCPA).

## 3. SAFEGUARDS AND CONTROLS

3.1. Without limiting Supplier's other obligations under the Agreement, Supplier shall ensure that Security is implemented, maintained and enforced to protect Personal Information from Privacy Incidents throughout the period that Supplier and/or its Representatives Process Personal Information. Security shall, without limitation, be current and consistent with all Privacy Laws and relevant industry standards. At least annually, Supplier shall have an independent auditor complete an assessment of Supplier's Security, which assessment shall be conducted in accordance with relevant industry standards (such as, by way of example, the Statement on Standards for Attestation Engagements No. 16 or the International Standard for Assurance Engagements No. 3402). Supplier shall promptly, upon Amgen's written requests made from time to time, provide Amgen with the results of such assessment(s).

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

4.1. Without limiting Amgen's audit rights under the Agreement, annually during the Term, Amgen or its designee may, upon reasonable notice, undertake an assessment and audit of Supplier's compliance with this Schedule. Without limiting and in addition to the foregoing, Amgen or its designee may upon reasonable notice conduct an audit of Supplier's Security in the event of:

(i) any Privacy Incident;
(ii) any adverse assessment or audit of Security; or
(iii) Amgen discovers or suspects that Supplier or any of its Representatives may not be complying with the terms of this Schedule, including without limitation any actual or suspected failure to implement, maintain, or enforce Security in compliance with applicable Privacy Laws or relevant industry standards. Supplier shall, and shall cause its Representatives to, cooperate with Amgen in the conduct of any such audits.

4.2. Supplier 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 Supplier's computer systems.

4.3. Without limiting Supplier's obligations elsewhere in this Schedule, Supplier shall cooperate with Amgen's requests for information reasonably necessary to:

(i) demonstrate Supplier's compliance with the requirements set forth in this Schedule;
(ii) support Amgen'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;

(iii) support Amgen in conducting a privacy impact assessment of the Processing activities subject to this Agreement; and

(iv) support Amgen in authentication (including, without limitation, establishing chain of custody) of any Personal Information provided by Amgen to Supplier.

## 5. PRIVACY INCIDENTS

5.1. Supplier shall train all Supplier's Representatives that Process Personal Information to recognize and respond to Privacy Incidents. In the event of a Privacy Incident, Supplier shall:

(i) immediately conduct a reasonable investigation of the reasons for and circumstances surrounding such Privacy Incident;

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

(iii) without limiting Supplier's notification obligations under the Agreement, provide notice to Amgen promptly by electronic mail at privacyoffice@amgen.com, but in no event later than twenty-four (24) hours, after Supplier or its Representatives discovered or became aware of a Privacy Incident ("Incident Notice"). This Incident Notice shall contain at a minimum the following information:

a) Description of the Privacy Incident, including information related to what (if any) Personal Information was the subject of or affected by the Privacy Incident;

b) Actions taken by the Supplier to remediate the Privacy Incident and any countermeasures implemented by Supplier to prevent future Privacy Incidents;

c) The name and contact information of Supplier's Representative that can act as a liaison between Amgen and Supplier; and

d) Other relevant information (including indicators of compromise), if any, that can help Amgen protect itself from the Privacy Incident;

(iv) collect and preserve all evidence concerning the discovery, cause, vulnerability, exploit, remedial actions and impact related to such Privacy Incident;

(v) at Amgen's request, provide Amgen with: (a) periodic written status reports concerning mitigation and remediation activities related to each Privacy Incident and (b) any documents and information reasonably requested by Amgen related to such Privacy Incident; and

(vi) reasonably cooperate and coordinate with Amgen concerning Amgen's investigation, enforcement, monitoring, document preparation, notification requirements and reporting concerning Privacy Incidents, which may include facilitating the delivery of notice of any Privacy Incident (in a manner and format specified by Amgen) on Amgen's behalf and at Amgen's discretion to:

(a) individuals whose Personal Information was or may have reasonably been exposed,
(b) governmental authorities, and/or
(c) the media.

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

6.1. Independent of where Personal Information is stored, in accordance with Amgen's instructions and requests (including without limitation retention schedules and litigation hold orders), Supplier 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, Supplier shall, at Amgen's option, either (a) ensure Personal Information is destroyed and rendered unusable and unreadable or (b) return Personal Information to Amgen or its designee in a format reasonably requested by Amgen.

## 7. DATA SUBJECT ACCESS REQUESTS

7.1 Supplier shall cooperate with Amgen 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 Supplier's or its Representatives' custody (each, an "**Access Request**") and such cooperation shall include without limitation, providing Amgen, within two (2) business days after Amgen'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 Supplier 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 Supplier in connection with the Services, Supplier shall immediately (but in no event later than 24 hours after receiving such request) notify Amgen of such request by electronic mail at privacyoffice@amgen.com and follow Amgen's reasonable instructions in connection therewith.

## Schedule 2 – Information Security Requirements

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. Any defined terms not otherwise defined herein shall have the meanings set forth in the Agreement. In addition to requirements set forth in the Agreement, Supplier shall handle, treat, store, access (or limit access), and otherwise protect Amgen's Confidential Information (or similarly defined term in the Agreement) in accordance with the terms of this Information Security Schedule.

**1. INFORMATION SECURITY PROGRAM REQUIREMENTS STANDARDS**.

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

(a) International Organization for Standardization ("ISO") / International Electrotechnical Commission ("IEC") ISO/IEC 27002 - Information technology – Security techniques – Code of practice for information security controls; or

(b) American Institute of Certified Public Accountants ("AICPA") Trust Services Principles, Criteria and Illustrations; or

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

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

(e) Information Systems Audit and Control Association ("ISACA") Control Objectives for Information and related Technology (COBIT).

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

In the event Supplier or its Representatives (or such similar term in the Agreement), including any Subcontractors, have access to Amgen's Electronic Information Systems ("EIS") or access to Amgen's Confidential Information that is collected, transferred, or stored by Amgen, Supplier shall at all times implement Security (as such term is defined herein). For purposes of this Information Security Schedule, the term "**Security**" means Supplier'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 Amgen to protect EIS and Amgen's Confidential Information.

**3. SECURITY**

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

(i) To the extent Supplier does not already employ one, Supplier 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 Amgen's Confidential Information that encompasses access, retention, transport and destruction, and that provides for disciplinary action in the event of its violation;

(ii) Supplier shall implement reasonable restrictions regarding physical and electronic access to Amgen's Confidential Information, 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) Supplier shall prevent terminated employees from accessing Amgen's Confidential Information by immediately terminating their physical and electronic access to such information;

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

(v) Supplier shall conduct an assessment of these safeguards at least annually;

(vi) Controls for, at Amgen's direction, (a) preserving any Amgen's Confidential Information and data and any information transmitted through EIS in accordance with Amgen's instructions and requests, including without limitation any retention schedules and/or litigation hold orders provided by Amgen to Supplier, independent of where the information is stored; (b) destroying Amgen's Confidential Information (such that the information is rendered unusable and

unreadable) or, at Amgen's sole discretion, returning Amgen's Confidential Information to Amgen in a format requested by Amgen and at Supplier's expense, when it is no longer needed for Supplier to perform its obligations under the Agreement. Within thirty (30) days following termination of the Agreement (or any Order), Supplier shall provide Amgen with written certification that all such information has been returned or deleted or both, as applicable;

(vii) Methods for limiting access to Amgen's Confidential Information and to EIS only to Supplier's Representatives, including Subcontractors, who have a need for such access in order to perform services or supply goods 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.

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

**4. INFORMATION SECURITY INCIDENT MANAGEMENT**

Supplier shall establish and implement access and activity audit and logging procedures, including without limitation access attempts and privileged access. Supplier shall ensure Incident response planning and notification procedures exist (and Supplier implements) to monitor, react to, notify and investigate any Incident. For purposes of this Schedule, the term "Incident" shall mean any actual or reasonably suspected: (1) unauthorized use, alteration, disclosure or theft of or access to Amgen's Confidential Information by Supplier or one or more of its Representatives; (2) accidental or unlawful destruction of Amgen's Confidential Information by Supplier or one or more of its Representatives; or (3) loss of Amgen's Confidential Information by Supplier or one or more of its Representatives, including without limitation, any of the foregoing described in (1) – (3) caused by or resulting from a failure, lack or inadequacy of security measures of Supplier or one or more of its Representatives. Without limiting Amgen's rights or remedies hereunder, Amgen shall have the right to terminate the Agreement, in whole or in part, in the event of any Incident.

Without limiting Supplier's obligations regarding Amgen's Confidential Information, with respect to each Incident, Supplier shall:

(i) immediately conduct a reasonable investigation of the reasons for and circumstances surrounding such Incident, including without limitation performing a root cause analysis on the Incident, informing Amgen of the root cause analysis and remedial actions and schedule to prevent the same or similar Incident. Supplier shall consider in good faith all comments that Amgen 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 Amgen promptly by electronic mail at csoc@amgen.com ("Incident Notice"), but in no event later than twenty-four (24) hours, after Supplier 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) Amgen Confidential Information or applications, was the subject of or affected by the Incident;

(b) actions taken by the Supplier to remediate the Incident and any countermeasures implemented by Supplier to prevent future Incidents;

(c) the name and contact information of the Supplier's staff member that can act as a liaison between Amgen and Supplier; and

(d) any other relevant information (including indicators of compromise) that can help Amgen protect itself from the Incident.

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

(v) at Amgen's request, provide notice in a manner and format reasonably specified by Amgen to governmental authorities and/or affected individuals;

(vi) provide Amgen with: (i) weekly written status reports concerning mitigation and remediation activities and (ii) any documents and information reasonably requested by Amgen;

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

cooperate with Amgen in the event that Amgen notifies third parties of the Incident.

**5. ENCRYPTION**

Supplier shall encrypt all Amgen Confidential Information at rest or in transit between Supplier and Amgen and between Supplier and all third parties (including Supplier's Representatives). 'Encryption' must utilize, (1) for data at rest, encryption consistent with National Institute of Standards and Technology ("NIST") Special Publication 800-111 and (2) for data in transit, encryption that complies with Federal Information Processing Standard 140-2 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.