STANDARD TERMS AND CONDITIONS OF PURCHASE – Amgen Ireland Limited

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

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

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

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

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

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

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

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

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

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

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

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

1. **SCOPE AND ENGAGEMENT**

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

1.2 Supplier represents and warrants that Supplier:

(a) is capable of performing this Agreement and has full power and authority to enter into this Agreement as represented to Amgen;

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

(c) personnel have no financial or personal interests that would prevent Supplier from performing Services in an objective and non-biased manner or otherwise supplying the Goods, if applicable;

(d) shall not employ, subcontract or instruct any healthcare professional who has been the subject of a debarment, disqualification or exclusion under any rules in any jurisdiction where they have practised to provide Services or Goods to Amgen. Supplier shall notify Amgen immediately in writing upon any inquiry or commencement of proceedings concerning debarment, disqualification or exclusion of the same.

(e) and any persons performing Services on behalf of Supplier do not (i) appear on, and are not associated with, any name or entity on the U.S. Department of Commerce Entity List and Denied Persons List, the U.S. Department of Treasury Specially Designated National and Blocked Persons List or the U.S. Department of State Debarred Parties List; (ii) appear on the European Commission Service for Foreign Policy Instruments consolidated list of persons, groups and entities subject to EU financial sanctions from the Financial Sanctions Database; or (iii) any other applicable countries' sanctions list(s). Supplier is responsible for accessing the currently available lists to comply with this section;

(f) and its representatives (I) are not located in, will not use Amgen information or materials from within or to support any activity in, and are not acting on behalf of any country or territory that is subject to any applicable export restrictions and (ii) will not export, re-export, transfer, retransfer or release, directly or indirectly Amgen information or materials in violation of the Export Control Laws, if applicable, without first completing all required undertakings (including obtaining any necessary governmental approvals);

(g) and its representatives have not violated and are not in violation of the Anti-Boycott Laws and do not participate in international boycotts of any type.

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

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

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

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

(d) obtain any and all consents, authorizations, licences and releases necessary for the 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 are reasonable and any compensation is at fair market value in arm's length transactions and in compliance with limits set forth in any applicable law or code of practice and any such arrangement does not involve any counselling or promotion of a business arrangement or other activity that violates any applicable law;

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

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

(h) not offer any government official or employee any gift, entertainment, payment, loan or other gratuity that may influence the award of a contract, obtain 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 upon 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) with respect to all transactions pertaining to this Agreement (i) comply with all applicable export control laws and regulations including U.S. Export Administration Regulations ("Export Control Laws"), and (ii) acknowledge that certain material such as Confidential Information may be subject to Export Control Laws.

(k) if engaging an external work force or staff augmentation, not (and cause its representatives not to) supply the Services hereunder from: (i) a Restricted Country; (ii) a citizen or resident in a Restricted Country. Supplier shall perform reasonable due diligence on its Representatives in accordance with Export Control Laws prior to providing any Services to Amgen. For

purposes of this Agreement, the term Restricted Country shall include, but not be limited to, Crimea region of Ukraine, Cuba, Iran, North Korea, Sudan and Syria.

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

(m) with respect to transactions pertaining to this Agreement, (i) comply with the anti-boycott laws and regulations as administered by the U.S. Department of Treasury and the U.S. Department of Commerce ("Anti-Boycott Laws") and (ii) refrain from the following (a) refusing to do business with an unsanctioned boycotted country, with or in Israel or with blacklisted companies; (b) discriminating against persons based on race, religion, sex, national origin or nationality; (c) furnishing information about business relationships with an unsanctioned boycotted country, with or in Israel or with blacklisted companies; or (d) furnishing information about the race, religion, sex, or national origin of another person in order to boycott.

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

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

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

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

2.4 Rejection. Without prejudice to any other right or remedy which Amgen or any other Amgen Group member may have, Amgen may, following a reasonable period after delivery, reject in writing any Goods (in whole or in part) which are not supplied in accordance with this Agreement. Amgen may, at its option, (i) carry out such work as may be necessary to make Goods comply with this Agreement and claim such damages as may have been sustained in consequence of Supplier's breach or breaches of this Agreement; or (ii) return the Goods (and refuse to accept any further deliveries of the Goods without Amgen incurring 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.

(a)Goods shall be 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.

(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 of 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; (iii) 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 (iv) 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 provided by law and/or under any other provision of this Agreement for the benefit of Amgen or the Amgen Group members.

3. PAYMENT

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

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

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

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

4. INDEMNITY AND INSURANCE

4.1 Indemnity. Supplier shall indemnify and keep indemnified Amgen, its employees and any member of the Amgen Group against all losses, claims, expenses, costs, (including legal costs), damages and liabilities of whatever nature, including economic loss, loss of profit, direct loss or consequential loss, administrative loss, including those arising out of third party claims or actions ("**Claims**"), arising from or incurred, directly or indirectly, in connection with a 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, other intellectual property or third party right through the use, manufacture or supply of the Goods or Deliverables, or any act or omission of Supplier or Supplier's employees, representatives, agents or sub-contractors in supplying or delivering the Goods, Deliverables or Services or otherwise in connection with this Agreement.

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

5. CONFIDENTIALITY

Supplier shall, during the Term of this Agreement and for a term of five (5) years thereafter unless legally permitted longer, hold in confidence, all information and materials, including confidential and/or proprietary information, know-how, third party information, trade secrets, the terms of this Agreement and the fact of its existence, business, marketing, economic, strategic and financial, customer and pricing information, economic models, product information, reports, data, orders, agreements, communications, correspondence, studies, protocols, study designs, test or study results, analyses, specifications, estimates, calculations, models, forecasts, maps, plans, specimens, drawings, surveys, photographs, software, equipment, processes, programs, and any ideas, methods, discoveries, inventions, patents, concepts, research, development, or other related intellectual property right, received by or disclosed to Supplier or its representatives by Amgen or any Amgen Group member in any form or that results from Supplier's performance under this Agreement ("**Confidential Information**")

and will not disclose to any third party or use it for any purpose except as provided in this Agreement. Supplier will have no proprietary rights whatsoever in the Confidential Information. Supplier will limit the access to the Confidential Information to only those persons under Supplier's direct control who, with Amgen's knowledge and written consent, are already under confidentiality obligations at least as restrictive as those under this Agreement. Notwithstanding anything to the contrary herein, Supplier will have no obligation of confidentiality and non-use with respect to any portion of the Confidential Information which is or later becomes generally available to the public by use or publication, through no fault of Supplier, or, is obtained from a third party without restriction who had the legal right to disclose the same to Supplier, or, which Supplier already possesses as evidenced by Supplier's written records, predating receipt thereof from Amgen. Supplier may disclose Confidential Information that is required to be disclosed if in response to a valid order of a court or other governmental body, so long as Supplier provides Amgen with timely prior written notice and limits as far as possible the scope of such disclosure. Supplier will promptly return to Amgen, upon its written request (but in any event upon the termination of this Agreement for any reason), the Confidential Information in tangible form, including copies in all forms, and delete the Confidential Information stored in any magnetic or optical disc or memory, unless such deletion is prohibited by law. Supplier will be entitled to retain one copy of the Confidential Information for record keeping purposes if required by law. Supplier will not, in connection with the Services to be performed or Goods or Deliverables to be supplied under this Agreement, disclose to Amgen any information which is confidential and/or proprietary to Supplier or any third party.

6. DATA PROCESSING AND DISCLOSURE BY AMGEN

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

6.2 Disclosure. Notwithstanding anything to the contrary in this Agreement, Supplier acknowledges and agrees that to the extent required or necessary to comply with applicable laws and codes of practice on disclosure obligations (i) Amgen is permitted to publicly disclose information regarding Supplier and this Agreement, and (ii) this information may include without limitation payments, or other transfers of value, made to Supplier and/or made by Supplier on behalf or at the request of Amgen to healthcare professionals, health care institutions, and other persons or entities that are subject of the disclosure laws (each a **"Disclosure Subject").** Supplier agrees to promptly respond to, and cooperate with, reasonable requests of Amgen regarding collection of information, such as the completion of forms and the submission of information in a specific format (e.g. a "spend capture form" provided by Amgen) in compliance with all relevant disclosure laws and regulations. If required by law, Supplier warrants and agrees to undertake to inform the Disclosure Subject about any disclosure, data transfer and processing obligations stated herein as well as to give sufficient notice to the Disclosure Subject of such.

7. INTELLECTUAL PROPERTY

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

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

8. CANCELLATION

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

8.2 Cancellation for non-delivery. If the Goods, Deliverables or Services are not delivered on the due date, Amgen may cancel the Agreement in whole or in part and/or 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 that Amgen may have. Amgen shall return to Supplier at Supplier's risk and expense any Goods already delivered which by reason of the non- delivery of the balance are not reasonably capable of use by Amgen, as determined in its reasonable discretion, in the ordinary course of Amgen's business, and Supplier shall immediately refund to Amgen any money paid by Amgen for or in respect of undelivered or returned Goods, and, Supplier shall pay to Amgen an amount equal to the excess (if any) over the agreed price for costs reasonably incurred by Amgen in buying other goods in place of the Goods, and, Amgen shall be under no other liability to Supplier for or in respect of rescission of the Agreement pursuant to the provisions of this clause.

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

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

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

9. RELATIONSHIP OF PARTIES

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

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

10. SUBCONTRACTORS

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

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

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

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

11. MARKET AND CUSTOMER RESEARCH

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

12. INFORMATION SECURITY

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

13. ANTI-CORRUPTION REPRESENTATION AND WARRANTY

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

14. DATA PROTECTION

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

15. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

15.10 Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the country in which Amgen is domiciled. For any disputes that cannot be resolved between the Parties, the Parties agree that the jurisdiction for any resolution of disputes shall be the competent courts where Amgen is domiciled.

Schedule 1 - IS Security Requirements Schedule

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, Provider shall handle,

treat, store, access (or limit access), and otherwise protect Company'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. Provider 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 COMPANY'S CONFIDENTIAL INFORMATION. In the event Provider or its Representatives (or such similar term in the Agreement), including any Subcontractors, have access to Company's Electronic Information Systems ("**EIS**") or access to Company's Confidential Information that is collected, transferred, or stored by Company, Provider shall at all times implement Security (as such term is defined herein. For purposes of this Information Security Schedule, the term "**Security**" means Provider's technological, physical, administrative and procedural safeguards, including but not limited to policies, procedures, standards, controls, hardware, software, firmware and physical security measures, the function or purpose of which is, in whole or part, to protect the confidentiality, integrity or availability of information and data) satisfactory to Company to protect EIS and Company's Confidential Information.

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

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

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

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

(v) Provider shall conduct an assessment of these safeguards at least annually.

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

(vii) Methods for limiting access to Company's Confidential Information and to EIS only to Provider'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, Company shall have the right to audit and monitor Provider's compliance with the requirements of this Information Security Schedule. Upon reasonable notice to Provider, once per year during the Term of the Agreement (and except as otherwise stated in this Information Security Schedule), Company (or any vendor selected by Company) may undertake an assessment and audit of Provider's Security and Provider's compliance with all Applicable Laws as relevant to Provider's actions related to Company Confidential Information in connection with this Agreement. Company shall have the right to revoke or limit Provider's access to Company's Confidential Information or to EIS at any time for any reason. In addition to its other obligations hereunder, upon Company's request, Provider shall immediately return to Company any hardware and software provided to Provider by or on behalf of Company.

4. INFORMATION SECURITY INCIDENT MANAGEMENT. Provider shall establish and implement access and activity audit and logging procedures, including without limitation access attempts and privileged access. Provider shall ensure Incident response planning and notification procedures exist (and Provider 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 Company's Confidential Information by Provider or one or more of its Representatives; (2) accidental or unlawful destruction of Company's Confidential Information by Provider or one or more of its Representatives; or (3) loss of Company's Confidential Information by Provider 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 Provider or one or more of its Representatives. Without limiting Company's rights or remedies hereunder, Company shall have the right to terminate the Agreement, in whole or in part, in the event of any Incident.

Without limiting Provider's obligations regarding Company's Confidential Information, with respect to each Incident, Provider 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 Company of the root cause analysis and remedial actions and schedule to prevent the same or similar Incident. Provider shall consider in good faith all comments that Company provides with respect to the investigation, remedial actions or schedule;

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

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

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

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

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

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

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

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

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

(vii) at Company's request, reasonably cooperate and coordinate with Company concerning Company's investigation, enforcement, monitoring, document preparation, notification requirements and reporting concerning Incidents and Provider's and Company's compliance with Applicable Laws and/or relevant industry standards; and reasonably cooperate with Company in the event that Company notifies third parties of the Incident.

5. ENCRYPTION. Provider shall encrypt all Company Confidential Information at rest or in transit between Provider and Company and between Provider and all third parties (including Provider'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.

Schedule 2 - Privacy and Data Protection Schedule

This Privacy and Data Protection Schedule ("**Privacy Schedule**") supplements (and is not intended, and shall not be interpreted, to limit the terms of the Agreement) and is governed by the terms and conditions of the Agreement to which it is attached. Any defined terms not otherwise defined herein shall have the meanings set forth in the Agreement or the Information Security Schedule (as defined below).

1. DEFINITIONS

"**EU Data Protection Laws**" means, as in effect from time to time, with respect to the Processing of Personal Information, the applicable data privacy laws of 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, including without limitation the United Kingdom with the UK-GDPR and the Data Protection Act as well as Switzerland with the Federal Data Protection Act, as amended, repealed, consolidated or replaced from time to time.

"**European Personal Data**" means Personal Information Processed by the Provider that originates from or is Processed in a member country of the European Economic Area ("**EEA**"), Switzerland, the United Kingdom or another jurisdiction with data protection laws that rely on, are similar to or based on EU Data Protection Laws. "**United Kingdom Personal Data**" means the subset of European Personal Data that originates from or is Processed in the United Kingdom. "**Swiss Personal Data**" means the subset of European Personal Data that originates from or is Processed in Switzerland.

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

"**Privacy Laws**" means, as in effect from time to time, with respect to the Processing of Personal Information, the applicable data privacy laws of the applicable jurisdiction, including without limitation all 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.

"**Standard Contractual Clauses**" means the model contract clauses that have been "pre-approved" and published (and may be amended from time to time) by the European Commission and, in the case of Processing activities outside of the United Kingdom, the Information Commissioner's Office, and in case of Processing activities outside of Switzerland, the Federal Data Protection and Information Commissioner, to ensure appropriate data protection safeguards for Processing activities, including without limitation, data transfers of European Personal Data from the European Union (EU) to third countries. Standard Contractual Clauses are incorporated herein by reference. For purposes of this Privacy Schedule, Standard Contractual Clauses include the supplemental and modified provisions of the SCC Appendix, attached hereto and incorporated herein by reference. The SCC Appendix shall apply when European Personal Data is transferred or otherwise Processed as described in this Privacy Schedule.

2. PROCESSING OF PERSONAL INFORMATION

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

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

2.3 Processing of European Personal Data. Without limiting Provider's obligations elsewhere in this Privacy Schedule, to the extent Provider is Processing European Personal Data under the Agreement, Provider acknowledges and agrees that (a) Company is the "controller" (as defined in EU Data Protection Laws) of such European Personal Data and (b) Provider is a "processor" (as defined in EU Data Protection Laws), and except as expressly set forth otherwise herein, if and when Provider Processes such European Personal Data 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**").

2.3.1 Incorporation of Standard Contractual Clauses. If European Personal Data is Processed by or on behalf of Provider outside of an Adequate Jurisdiction, then Company and Provider shall comply with the terms and conditions of the Standard Contractual Clauses (Module Two: Transfer controller to processor) as the data exporter and data importer, respectively, throughout the period that Provider Processes European Personal Data under the Agreement. For the avoidance of doubt, all references in the Standard Contractual Clauses to 'data exporter' shall refer and apply to Company; all references to 'data importer' shall refer and apply to Provider; and all references to "personal data" in the Standard Contractual Clauses shall refer to European Personal Data as defined herein.

(a) From time to time, Provider may develop, adopt and implement any alternative data transfer solutions promulgated and permitted by and under the EU Data Protection Laws for the Processing of European Personal Data outside of the EEA, Switzerland and the United Kingdom ("**International Transfer Solutions**") throughout the Term of the Agreement. To the extent not otherwise prohibited by EU Data Protection Laws, and if confirmed in writing by Amgen, the Standard Contractual Clauses shall immediately terminate upon Provider's notice to Amgen, and Amgen's approval of Provider's implementation of such International Transfer Solutions solely with respect to the European Personal Data Processed by or on behalf of Provider that are the subject of such International Transfer Solutions.

(b) The Parties shall work in good faith to modify the terms of this Privacy Schedule as they relate to the Standard Contractual Clauses as soon as possible to the extent such modifications are required in order to implement, comply with or adhere to any changes to EU Data Protection Laws as they pertain to the Standard Contractual Clauses.

(c) If Provider Processes United Kingdom Personal Data under the Agreement, the Standard Contractual Clauses as detailed in the SCC Appendix shall be further supplemented with the United Kingdom's International Data Transfer Addendum to the EU Standard Contractual Clauses, Version B1.0, in force 21 March 2022 (as the same may be amended from time to time, "**UK Addendum**"), which is attached hereto and shall be incorporated herein by reference. Notwithstanding anything in this Privacy Schedule to the contrary, where the Standard Contractual Clauses must be governed by the laws of the United Kingdom, the Standard Contractual Clauses shall be governed by and construed in accordance with the laws of England and Wales, to the extent required to satisfy such laws.

(d) If Provider Processes Swiss Personal Data under the Agreement, the Standard Contractual Clauses as detailed in the SCC Appendix shall be further supplemented with the additional terms described in the "**Swiss**

Addendum", which is attached hereto and shall be incorporated herein by reference.

2.3.2 Cooperation Obligation. Without limiting the foregoing, Provider shall cooperate with Company in any other efforts by Company 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 European Data Protection Board), as it pertains to such activities related to Processing of European Personal Data, including but not limited to the preparation and execution of separate International Data Transfer Agreement with EU-approved Standard Contractual Clauses to the extent required by the European Commission or applicable Privacy Laws. Prior to Processing European Personal Data in connection with the Agreement, Provider shall promptly provide Company with a list of all Affiliates outside of an Adequate Jurisdiction that will Process such European Personal Data; Provider will maintain and update this list regularly.

2.4 Compliance with CCPA. Without limiting Provider's obligations set forth elsewhere in this Schedule, and to the extent Provider and its Representatives Process Personal Information subject to California Civil Code Sections 1798.100 – 1798.199 et seq. ("**CCPA**") or other jurisdictions with laws that rely on, are similar to or based on the CCPA, including without limitation, Virginia and Colorado, Provider certifies that it shall comply with the following obligations: (i) Provider shall not "sell" (as defined in the CCPA or such similar law, as applicable) such Personal Information; (ii) Provider shall not Process Personal Information for any purpose other than to perform the Services or as otherwise permitted by the CCPA or such similar law, as applicable; and (iii) Provider shall not Process Personal Information outside of the business purpose (as defined in the CCPA or such similar law, as applicable) between Provider and Company.

3. SAFEGUARDS AND CONTROLS

3.1 Without limiting Provider's other obligations under the Agreement, Provider shall implement, maintain and enforce Security in accordance with the terms and conditions of the Agreement and/or Information Security Requirements Schedule ("**Information Security Schedule**"), as applicable, to ensure the confidentiality, integrity or availability of Personal Information and to protect Personal Information from Privacy Incidents throughout the period that Provider and/or its Representatives Process Personal Information. For the avoidance of doubt, nothing herein limits Provider's obligations under the Agreement and/or the Information Security Schedule, as applicable, regarding Confidential Information. In addition to the requirements under the Agreement and/or Information Security Schedule, Security shall, without limitation, be current and consistent with all Privacy Laws and relevant industry standards.

4. COMPANY ASSESSMENT, AUDIT RIGHTS AND INFORMATION MAINTENANCE

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

4.2 Provider 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 Provider's computer systems.

4.3 Without limiting Provider's obligations elsewhere in this Privacy Schedule, Provider shall cooperate with Company's requests for information reasonably necessary to: (i) demonstrate Provider's compliance with the requirements set forth in this Privacy Schedule, (ii) support Company's cooperation or consultations with, or responses to any inquiries, requests, or demands (including, but not limited to any subpoena or other discovery requests, or court order) of any governmental authorities including without limitation a national data protection authority, and (iii) support Company in conducting a privacy impact assessment of the Processing activities subject to this Agreement.

5. PRIVACY INCIDENTS

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

6. PRESERVATION, DESTRUCTION AND RETURN OF PERSONAL INFORMATION

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

7. DATA SUBJECT ACCESS REQUESTS

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

SCC APPENDIX

This SCC Appendix is applicable when European personal data is being processed by Providers outside of the EU, EEA countries or Switzerland.

1. ANNEXES

1.1. Annex I. The Standard Contractual Clauses (Module 2 C2P) are hereby supplemented with the following information to be incorporated as Annex I to the Standard Contractual Clauses. All references to the "**Agreement**" herein shall refer to the transactional contract between the data exporter and data importer pursuant to which, as part of its obligations thereunder, the data importer Processes European Personal Data.

A. LIST OF PARTIES

Data exporter:

1. The Name of the data exporter shall be the party identified as the Company in the preamble of the Agreement.

The Address of the data exporter shall be the address of the Company described in the notice provision of the Agreement.

The Contact person's name, position and contact details shall be: Chief Privacy Officer, privacy@amgen.com.

The Activities relevant to the data transferred under these Clauses shall be the activities of the Company under the Agreement as a controller of the European Personal Data being Processed by Provider.

Signature and date: This Annex will be deemed signed and dated by Company's representative's signature on the Agreement.

The Role of the data exporter is controller.

Data importer:

2. The Name of the data importer shall be the party identified as the Provider in the preamble of the Agreement.

The Address of the data importer shall be the address of the Provider described in the notice provision of the Agreement.

The Contact person's name, position and contact details for the data importer shall be: Provider's data privacy office or as otherwise identified in Provider's privacy policy published on Provider's publicly available website

The Activities relevant to the data transferred under these Clauses shall be the activities of the Provider under the Agreement as a processor of the European Personal Data.

Signature and date: This Annex will be deemed signed and dated by Provider's representative's signature on the Agreement.

The Role of the data importer is processor.

B. DESCRIPTION OF TRANSFER

- *Categories of data subject whose personal data is transferred*:

The individuals of whom Personal Information comprised of European Personal Data is Processed by or on behalf of the Provider in performance of the Services.

- *Categories of personal data transferred*:

The European Personal Data provided, transferred or delivered to or otherwise accessed by or on behalf of Provider for Processing in connection with performance of the Services.

- *The frequency of the transfer*:

As necessary for Provider's provision of the Services and performance of its obligations under the Agreement.

- *Nature of the processing*:

The nature of the processing activity will be that as necessary for Provider's provision of the Services and performance of its obligations under the Agreement.

- *Purpose(s) of the data transfer and further processing*:

Provider will Process European Personal Data in accordance with the terms of the Agreement and this Privacy Schedule for the purpose of performing the Services, or as otherwise compelled by Applicable Laws, including without limitation EU Data Protection Laws.

- *The period for which the personal data will be retained*:

The term of the Agreement, plus the period from expiration or earlier termination of the Agreement until the return or deletion of all European Personal Data by Provider in accordance with the Privacy Schedule or, as applicable, EU Data Protection Laws.

C. COMPETENT SUPERVISORY AUTHORITY

- The Competent Supervisory Authority is Data Protection Commission for EU Personal Data, the Swiss Federal Data Protection and Information Commissioner (FDPIC) for Swiss Personal Data.
- The Competent Supervisory Authority is the Information Commissioner for United Kingdom Personal Data.

1.2. Annex II. The Standard Contractual Clauses are hereby supplemented with the following information to be incorporated as Annex II (TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA) to the Standard Contractual Clauses:

Data importer's technical and organisational measures to *ensure an appropriate level of security* with respect to its processing of personal data are described in the Information Security Requirements Schedule, attached to the Agreement.

1.3. Annex III (List of Sub-processors). The controller has authorised the use of Provider's Representatives, including any Subcontractors, as such terms are defined in the Agreement to act as Sub-processors to the extent such Representatives Process European Personal Data on Provider's behalf as part of Provider's performance of Services under the Agreement.

2. AMENDMENTS TO THE STANDARD CONTRACTUAL CLAUSES

2.1. Amendment to Clause 7 (***Docking clause***). Clause 7 of the Standard Contractual Clauses is amended by deleting in its entirety the term "Optional."

2.2. Amendment to Clause 9 (***Use of subprocessors***). Clause 9(a) of the Standard Contractual Clauses is amended as follows:

2.2.1. For purposes of the Standard Contractual Clauses, the Parties agree to the terms and conditions of OPTION 1: SPECIFIC PRIOR AUTHORISATION, revised as follows:

The data importer shall not sub-contract any of its processing activities performed on behalf of the data exporter under these Clauses to a sub-processor without the data exporter's prior specific written authorisation. The data importer shall submit the request for specific authorisation at least thirty (30) days prior to the engagement of the sub-processor, together with the information necessary to enable the data exporter to decide on the authorisation. The list of sub-processors already authorised by the data exporter can be found in Annex III. The Parties shall keep Annex III up to date.

2.2.2. The paragraph entitled, "OPTION 2: GENERAL WRITTEN AUTHORISATION" is hereby deleted in its entirety

2.3. Amendment to Clause 11 (***Redress***). Clause 11 (Redress) of the Standard Contractual Clauses is amended by deleting in its entirety the optional wording identified as "[OPTION]" in Clause 11(a).

2.4. Amendment to Clause 13 (***Supervision***). Clause 13 (Supervision) of the Standard Contractual Clauses is amended by deleting and restating subsection (a) in its entirety as follows:

(a) The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.

2.5. Amendment to Clause 17 (***Governing Law***). Clause 17 of the Standard Contractual Clauses is amended and restated in its entirety as follows:

These Clauses shall be governed by the law of the EU Member State in which the data exporter is established. Where such law does not allow for third-party beneficiary rights, they shall be governed by the law of another EU Member State that does allow for third-party beneficiary rights. The Parties agree that this shall be the law of the Netherlands; provided, however, with respect to United Kingdom Personal Data, these Clauses are governed by the laws of England and Wales.

2.6. Amendment to Clause 18 (***Choice of forum and jurisdiction***). Clause 18(b) of the Standard Contractual Clauses is amended and restated in its entirety as follows:

(b) The Parties agree that those shall be the courts of the Netherlands.

Notwithstanding anything herein to the contrary, with respect to United Kingdom Personal Data, any dispute arising from these Clauses shall be resolved by the courts of England and Wales. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in the United Kingdom. The Parties agree to submit themselves to the jurisdiction of such courts.

2.7. Amendment to Clause 6 (Description of transfer(s)). Clause 6 of the Standard Contractual Clauses is amended for Personal Data originating or being processed in Switzerland as to include data of legal entities until the entry into force of the revised Swiss Federal Data Protection Act later in 2022.

UK ADDENDUM

International Data Transfer Addendum to the EU Commission Standard Contractual Clauses

Where the data exporter transfers United Kingdom Personal Data under the Agreement, the data exporter and data importer hereby execute the European Commission's Standard Contractual Clauses pursuant to the Privacy Schedule and the SCC Appendix hereinabove, as further supplemented by this UK Addendum. To the extent the UK Addendum contradicts the terms of this SCC Appendix, the UK Addendum shall prevail. The UK Addendum shall include the following details:

Part 1: Tables

Table 1: Parties

The Trading Name of the data exporter shall be the same as the Name of the data exporter identified in the Agreement. The Official Registration Number of the data exporter, if any, shall be the Official Registration Number of the data exporter identified in the Agreement, as displayed on the applicable public register of companies.

The Trading Name of the data importer shall be the same as the Name of the data importer identified in the Agreement. The Official Registration Number of the data importer, if any, shall be the Official Registration Number of the data importer identified in the Agreement, as displayed on the applicable public register of companies.

In Table 1: (1) the Start date shall be the Effective Date of the Agreement, or if the Agreement is being amended to incorporate the UK Addendum, then the Effective Date of such amendment; (2) the Parties' details and Key contact information shall be the information provided in Section 1(A) of this SCC Appendix; (3) the Signatures shall be the Parties' signatures on the Agreement, or if the Agreement is being amended to incorporate the UK Addendum, then the signatures on such amendment.

Table 2: Selected SCCs, Modules and Selected Clauses

Addendum EU SCCs	☐ The version of the Approved EU SCCs which this Addendum is appended to, detailed below, including the Appendix Information: Date: Reference (if any): Other identifier (if any): Or ☑ the Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum:

Module	Module in operation	Clause 7 (Docking Clause)	Clause 11 (Option)	Clause 9a (Prior Authorisation or General Authorisation)	Clause 9a (Time period)	Is personal data received from the Importer combined with personal data collected by the Exporter?
2	Module Two	Per Section 2.1 of the SCC Appendix	Per Section 2.3 of the SCC Appendix	Per Section 2.2 of the SCC Appendix	Thirty (30) days	N/A

Table 3: Appendix Information

"**Appendix Information**" means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this UK Addendum is set out in:

Annex 1A: List of Parties: See Section A of SCC Appendix

Annex 1B: Description of Transfer: See Section B of SCC Appendix

Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data: See Section 1.2 of SCC Appendix

Annex III: List of Sub processors (Modules 2 and 3 only): See Section 1.3 of SCC Appendix

Table 4: Ending this Addendum when the Approved Addendum Changes

Ending this Addendum when the Approved Addendum changes	Which Parties may end this Addendum as set out in Section 19: ☐ Importer ☐ Exporter ☑ neither Party

SWISS ADDENDUM

Where the data exporter transfers Swiss Personal Data under the Agreement, the data exporter and data importer hereby execute the European Commission's Standard Contractual Clauses pursuant to the Privacy Schedule and the SCC Appendix hereinabove, as further supplemented by terms and conditions of this Swiss Addendum.

1.1. Pursuant to the Swiss Federal Data Protection and Information Commissioner's guidance of 27 August 2021, "The transfer of personal data to a country with an inadequate level of data protection based on recognised standard contractual clauses and model contracts," the Parties agree to adopt the GDPR standard for data transfers subject to the Swiss Federal Act on Data Protection and for data transfers subject to the GDPR (Case Two, Option Two).

1.2. Applicable law for purposes of Clause 17 and place of jurisdiction for purposes of Clause 18(b) shall be as provided in Sections 2.5 and 2.6, respectively, of the SCC Appendix.

1.3. The term "member state" in the European Commission's Standard Contractual Clauses must not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18(c).

1.4. The European Commission's Standard Contractual Clauses shall be interpreted to protect the data of legal entities until the entry into force of the revised version of 25 September 2020 of the Swiss Federal Act on Data Protection.