

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

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

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

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

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

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

"Party" means either Supplier or Amgen. "Parties" means both Supplier and Amgen.

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

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

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

1. SCOPE AND ENGAGEMENT

1.1 Amgen shall place Orders and Supplier agrees to supply Goods and/or Services as described in the applicable Order to Amgen and/or Amgen Group members in accordance with these standard terms and conditions of purchase (together, this "Agreement"). Supplier will not be compensated unless authorized by a properly executed Order. 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. Suppliers' execution or commencement of performance hereunder constitutes Suppliers' 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 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. It replaces and annuls any and all prior or contemporaneous agreements, communications, offers, proposals, representations, or correspondence, oral or written, exchanged or concluded between the Parties relating to the same subject matter, including any standard terms and conditions of Supplier. No modification of this Agreement will be effective unless made in writing and signed by an authorized representative of each Party.

1.2 Supplier represents and warrants that Supplier

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

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 supply of Goods and/or Deliverables and/or Services; and,

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

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

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

(h) not offer any government official or employee any gift, entertainment, payment, loan or other gratuity that may influence the award of a contract, obtain 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 in writing Amgen, provide Amgen with copies of correspondence related thereto, and provide Amgen with an opportunity to comment to the furthest extent possible. Amgen acknowledges that it may not direct the manner in which Supplier fulfils its obligations to permit inspection by government authorities.

2. SUPPLY OF GOODS & ACCEPTANCE OF SERVICES

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

2.2 Delivery and Acceptance. Supplier shall at Supplier's own risk and expense in all respects deliver the Goods or Deliverables as specified in the Order or as directed by Amgen. Deliveries of Goods shall include a delivery note with the purchase order number, date of the Order, number of units and description of contents and shall be properly packed and secured so as to reach their destination in an undamaged condition. If no delivery

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

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

deemed to have accepted and may reject the Goods within a reasonable time after any latent defect has become apparent.

2.5 Goods repair and replace warranty. Goods shall be

(a) of the best available design, of the best quality, material and workmanship, be without fault and of satisfactory quality, free of all defects and fit for the purpose required by Amgen and the Amgen Group members and shall conform in all respects with the Order or as advised by Amgen, and

(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;

(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 provide by law and/or under any other provision of this Agreement for the benefit of Amgen or the Amgen Group members.

3. PAYMENT

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

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

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

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

4. INDEMNITY AND INSURANCE

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

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

5. CONFIDENTIALITY

Supplier shall, during the Term of this Agreement and for a term of five (5) years thereafter unless legally permitted longer, hold in confidence, all information and materials, including confidential and/or proprietary information, know-how, third party information, trade secrets, the terms of this Agreement and the fact of its existence, business, marketing, economic, strategic and financial, customer and pricing information, economic models, product information, reports, data, orders, agreements, communications, correspondence, studies, protocols, study designs, test or study results, analyses, specifications, estimates, calculations, models, forecasts, maps, plans, specimens, drawings, surveys, photographs, software, equipment, processes, programs, and any ideas, methods, discoveries, inventions, patents, concepts, research, development, or other related intellectual property right, received by or disclosed to Supplier or its representatives by Amgen or any Amgen Group member in any form or that results from Supplier's performance under this Agreement ("**Confidential Information**") and will not disclose to any third party or use it for any purpose except as provided in this Agreement. Supplier will have no proprietary rights whatsoever in the Confidential Information. Supplier will limit the access to the Confidential Information to only those persons under Supplier's direct control who, with Amgen's knowledge and written consent, are already under confidentiality obligations at least as restrictive as those under this Agreement. Notwithstanding anything to the contrary herein, Supplier will have no obligation of confidentiality and non-use with respect to any portion of the Confidential Information which is or later becomes generally available to the public by use or publication, through no fault of Supplier, or, is obtained from a third party without restriction who had the legal right to disclose the same to Supplier, or, which Supplier already possesses as evidenced by Supplier's written records, predating receipt thereof from Amgen, or 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 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 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 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 Supplier's privacy. Supplier may access, correct or request deletion of its personal information, subject to certain restrictions imposed by law, 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 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 right 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 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 use such intellectual property rights. No other intellectual property right is granted to either Party under this Agreement and the disclosure of any Confidential Information shall not result in any obligation to grant either Party any rights in or to the subject matter of the other Party. Any intellectual property rights existing prior to the date of this Agreement shall remain the property of the Party introducing the same.

8. CANCELLATION

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

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

8.3 **Other cancellation events.** Amgen shall be entitled to terminate the Agreement with immediate effect, on written notice to Supplier and without liability to Supplier if (i) Supplier breaches of any of its obligations under the Agreement which is incapable of remedy; or (ii) Supplier fails to remedy within thirty (30) days where capable of remedy, or persists in any breach of its obligations under the Agreement; or (iii) an order is made or an effective resolution is passed for the liquidation, winding up or administration of Supplier, or Supplier seeks or enters into any composition or arrangement with its creditors, or suffers or permits any distress 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 in Sections 4, 5, 7, 12.1, 12.5, 12.6 and 12.10 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: Incur no further obligations; use its best endeavors to reduce as far as possible any costs associated with any such termination; preserve any performance that is in progress or completed and the data relating thereto until Amgen or Amgen's designee takes possession thereof; and turn over Work

Products in accordance with Amgen's instructions.

9. RELATIONSHIP OF PARTIES

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

10. SUBCONTRACTORS

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

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

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

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

11. MARKET AND CUSTOMER RESEARCH

To the extent Supplier's performance hereunder includes any activity involving either (a) original collection of data or information directly from a defined audience of interest, or (b) purchase of existing data or information about a defined audience, designed to systematically investigate, acquire, 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. Supplier must safeguard all assets and maintain the security of any personal computer, peripheral device, or software provided to them by Amgen and use such for Amgen business purposes only including not introducing any unauthorized software on an Amgen Group system.

12.2 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.

12.3 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.

12.4 Violation of these guidelines may result in loss of all access privileges

and shall be a breach of this Agreement.

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

Supplier shall comply with all applicable data protection laws, in particular but not limited to, the EU Data Protection Directive (collectively the "**Applicable Data Protection Legislation**") when processing and/or transferring any personal data (as defined in the Applicable Data Protection Legislation). Supplier shall process personal data only according to Amgen's instructions and take appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration or unauthorised disclosure. Supplier shall only transfer personal data to jurisdictions outside of the EU/EEA that have been deemed by the European Commission or by the relevant national data protection authority to provide adequate level of data protection and/or where there are other legally valid transfer mechanisms in place. Supplier shall obtain where necessary all required consents from persons whose data is processed, in particular, if applicable, obtain explicit written consent from any person, who's sensitive personal data (as defined in the Applicable Data Protection Legislation) is processed, to collect, process and transfer their data to Supplier and/or Amgen or any other Amgen Group members, including, without limitation, providing sufficient information on the purpose and intended use of their data by Supplier and/or Amgen. If made available to Supplier by Amgen, Supplier shall comply with Amgen's PRIVACY AND DATA PROTECTION SCHEDULE. Supplier shall not provide the Amgen Group with any personal data, unless otherwise agreed in advance in writing by Amgen.

15. MISCELLANEOUS

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

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

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

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

15.5 **Rights of Third Parties.** Save as provided herein any party who is not a party to this Agreement may not benefit from or enforce any section of

this Agreement, unless such rights are mandatory under the applicable legislation.

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

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

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

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

15.10 **Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of New Zealand. For any disputes that cannot be resolved between the Parties, the Parties agree that the jurisdiction for any resolution of disputes shall be the exclusive jurisdiction of the courts of New Zealand.