

"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. 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;

「安進集團」是指安進公司及其子公司和附屬公司。

「安進」是指在適用的安進公司採購訂單中「發送發票到：」部分所指明和簽訂本協議的公司。

「公司要求」指（但不限于）任何安進公司的安全、安全和合規規則、計劃和政策，適用於供應商或供應商的履行情況，提供給供應商；（ii）Amgen 的行為準則（可從 http://wwwext.amgen.com/about/code_of_conduct.html 獲取）；（iii）Amgen 的供應商行為準則（可從 http://wwwext.amgen.com/partners/suppliers_conduct_supplier.html 獲取）；和（iv）Amgen 向供應商提供的適用於與 Amgen 開展業務或與 Amgen 開展業務的个人或實體的政策、法規、規則、標準、程序和其他治理文件，規定了行為標準，包括在與某些政府當局代表或其他第三方代表，每個代表可由安進全權酌情修訂。

「交付成果」是指在履行協議時由供應商和/或其代表以書面或口頭形式提供的一切有形和無形財產，無論該等財產是安進公司明確要求的或基於所提供的貨物和/或服務之性質而意味的。

「貨物」是指按訂單的描述或組成內容由供應商和/或其代表向安進公司和/或安進集團成員提供的貨物。

「主要人員」是指由安進事先書面批准，且應是協助供應商履行協議的人員。

「訂單」是指安進的採購訂單或安進公司要求貨物和/或服務的書面指示，包括經雙方同意的訂單編號，並通過本參考文件併入協議中。

「一方」指供應商或安進。

「雙方」是指供應商和安進。

「服務」是指按訂單的描述或組成內容由供應商和/或其代表執行的任何服務。

「供應商」是指適用的訂單中指明的公司。

「期限」是指訂單中列明的期限，或者如果訂單未有列明，期限則從訂單的日期起至收到貨品或服務的書面文件日期止。

1. 範圍和參與

1.1 根據採購標準條款和條件（統稱，本「協議」）安進將發出訂單，而供應商同意按適用訂單的要求向安進和/或安進集團成員提供貨物和/或服務。除非擁有授權且正確執行的訂單，供應商將不會獲得補償。任何訂單中針對供應商的規限，包括附加的條款或條件，不得解釋為擴大安進在本協議下的義務。本文中的規定不構成安進或任何安進集團成員與供應商之間任何獨特關係，或須向供應商購買最低限度金額的貨品，或限制安進或任何安進集團成員與供應商的競爭對手簽訂合同。若這標準條款和條件以及訂單的明示條款之間發生衝突時，應以訂單中的條款為準。本協議，以及在訂單中提到的文件，構成雙方關於標的事項的全部協議，並包含締約方所有協商和達成一致的協定。它取代並撤銷所有之前或同期雙方關於標的事項而交流、作出結論的協議、通訊、要約、建議、聲明、或口頭或書面的通信，這包括規限供應商的任何標準條款和條件。除非採用書面形式，並由每一方的授權代表簽名，對本協議的任何修改都將不具效力。

1.2 供應商表示並保證供應商

- (a) 有能力履行本協議，並有充分的權力和權威與安進代表簽訂本協議；
- (b) 無訂立任何合同性義務，明示或暗示的與本協議條款不一致；

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(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;

(e) as of the commencement 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.

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

(c) 人員不會因財務或個人利益而防止供應商以客觀和不帶偏見的方式執行服務或提供貨物（如果適用）；

(d) 不得僱用，轉包或指示任何在其所屬的司法管轄區中已被除名、取消資格或成為排除對象的醫療專業人士向安進提供服務或貨品。在任何查詢或就除名、取消資格或排除或類似的訴訟開始時，供應商應立即以書面形式通知安進；

(e) 由本協議生效開始，直到本協議期滿或終止生效，（1）供應商，以及，盡其所知，供應商的老闆、董事、管理人員、員工、或任何代理人，代表、分包商或其他第三方代理或其代表（統稱為「代表」），不得直接或間接地提供、支付、承諾支付或授權此類提供、承諾或付款，任何有價值的東西予任何個人或機構，而其目的是為了獲得或保留業務，或獲取與本協議相關的任何不正當利益，或違反涉及公共或商業賄賂或腐敗（「反腐敗法」）的任何適用法律、法規和規章，（2）與本協議相關，或代表安進執行任何工作的相關供應商賬簿、賬目、記錄和發票，必須是完整和準確，及（3）安進可以終止本協議（a）如果供應商或供應商的代表未能遵守反腐敗法或本規定，或（b）如果安進有充分的理由相信供應商或供應商的代表已違反、有意違反、或造成對反腐敗法之違反。如果安進公司要求供應商提供合格證明，安進公司也可以終止本協議若然供應商（1）無法提供合格證明；（2）不照實、準確地提供證明，或（3）未能遵守該證明的條款。

1.3 根據本協議的條件，供應商應：

(a) 根據行業的最高標準，以供應商的最佳技能和能力，並符合所有適用的當前和未來的法律、法規履行本協議的義務；

(b) 根據任何訂單，包括協定的規格提供貨品和/或交付成果和/或執行服務；

(c) 根據訂單提供協定的主要人員工；

(d) 為提供貨品和/或交付成果和/或服務而取得任何和所有必需的同意書、授權、許可證和讓予書；及，

(e) 鑑於安進是一家製藥公司，對於藥品的宣傳和與醫療保健專業人士/機構之互動均受到業務守則規管（i）向相關監管機構或雇主以書面形式披露（如適用），與本協議項下的服務相關而存在的與任何醫療專業人士的任何協定和內容，包括需要這樣的披露或同意時取得任何相應雇主的書面同意；及 ii）確保任何服務包括需向醫療保健專業人士/機構報銷費用的服務，金額必須是合理的，任何補償必須以公平的市場價值和公平交易為依歸，並符合規定的任何適用法律或行為守則的限制，而任何有關的安排不應涉及任何業務性諮詢或推廣，或涉及其他違反適用法律的行為；

(f) 在本協議有效期內，或其後的六（6）個月內，不招聘、招攬或誘使任何安進集團的員工、客戶、顧客或賬戶終止其與任何安進集團的機構的僱用或業務關係；

(g) 在本協議有效期內，或其後的六（6）個月內，不簽訂會防止供應商履行其本協議項下的義務的任何其他協議，或參與某項業務的相關活動，而該業務會直接地或試圖直接地與安進公司在該國所提供的服務或貨品進行競爭；

(h) 不向任何政府官員或僱員提供任何禮物、娛樂、款項、貸款或其它好處，從而可能影響獲取合同，獲得優惠待遇，或以任何方式影響藥物的處方或供應；

(i) 除非法律要求，不主動與任何政府或監管機構就服務或交付成果或貨品（如適用）展開任何交流，而交流也僅在以書面形式諮詢安進的意見後，或安進以書面形式要求下才進行。如果政府或監管機構發起交流，並通知供應商他們會針對本協議的標的物採取任何管制行動，供應商應及時以書面形式通知安進，向安進提供相關的通信副本，並給予安進機會盡量發表意見。安進承認，它可能無法在供應商履行其義務允許政府部門進行檢查

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 date is specified in the Order, delivery shall take place within twenty-eight (28) days from the date of the Order. Delivery shall take place during normal business hours unless otherwise agreed by Amgen in writing. Amgen shall not be under any obligation to accept delivery of the Goods unless a packing or delivery note accompanies each delivery. Goods delivered by instalments shall not be treated as single and severable agreements and failure by Supplier to deliver one instalment shall entitle Amgen at its option to treat the Agreement as repudiated. In the event of loss or damage to the Goods prior to or during delivery to Amgen, Supplier shall give written notice of such loss or damage to Amgen and Supplier shall, at Supplier's own expense, promptly replace or repair such lost or damaged Goods but in any event no later than within thirty (30) days from the written notice. Time shall be of the essence.

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

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

2.5 Goods repair and replace warranty. Goods shall be

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

(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

的事宜上作出指導。

2. 供應貨物與驗收服務

2.1 檢驗。交付貨物前，供應商應仔細檢查，並測試它們是否符合訂單要求。供應商應保留所有這類檢驗和試驗的適當紀錄，並須在安進要求下提供這些紀錄的副本。安進有權在任何合理的時間，當貨物仍在供應商的掌控下及在交貨前對貨物進行檢查和測試。儘管安進有這樣的檢查或測試，供應商應繼續對貨物全面負責。未能行使檢查權並不免除供應商根據本協議提供貨物或交付成果的任何義務。

2.2 交貨與驗收。供應商應按照訂單或根據安進的指示提交貨物或交付成果，並自行承擔各方面的風險和費用。貨物交付應包括一張寫上採購訂單編號、訂單日期、貨物數量和內容的送貨單，貨物應妥善包裝和系固，完好無損地送達目的地。如果訂單中沒有指定交貨日期，則應從訂單日期起的二十八（28）天內交貨。交貨應在正常工作時間內進行，除非安進另有書面約定。安進公司沒有任何義務接收貨物，除非在每次交貨時附有包裝或送貨單。分期交付的貨物不得被視為單獨分割的協議，而供應商未能交付其中一批貨物，安進則有權自行選擇決定協議為無效。在向安進交貨之前或交付過程中發生丟失或損壞貨物的情況，供應商應以書面形式通知安進相關的丟失或損壞，並且，供應商應在發出書面通知後的三十（30）天內自費及時更換或修理丟失或損壞的貨物。及時補救至為重要。

2.3 所有權和風險。貨品風險應由供應商承擔，直至完成交貨並取得安進發出的驗收書面證明（即完成卸貨和堆放），此時所有權應轉讓給安進。一旦交付和安進發出書面驗收證明後，貨物應不受到任何選擇權、押記、留置權、抵押權或其他不良的權利規限，而供應商或任何第三方不應對貨物保留所有權，或任何公平或其他權利。

2.4 拒絕收貨。在不影響安進或任何其他安進集團成員享有的其他權利或救濟措施的情況下，安進可在一段合理的時間後，以書面通知拒絕接收未按本協議要求提供的任何貨品（全部或部分）。安進公司可以根據自己的選擇，（i）執行這樣的必需行動，以確保貨品符合本協議的要求，並要求供應商因違約或違反本協議而造成的此類損害作出賠償；或（ii）退回貨物（和拒絕接收任何進一步的交付，而不對供應商承擔任何責任），且供應商應即時償還安進已事先支付的金額，以及任何因退貨而造成的運送和儲存費用。儘管有上述規定，安進公司不應被視為已接受，並且可在合理時間內拒絕接受出現任何潛在缺陷的貨物。

2.5 貨物修理、更換保修。貨物應

(a) 以最佳的設計、最好的品質、材料和工藝製造，沒有毛病和和品質令人滿意，無缺陷和適用於安進和安進集團成員要求的目的，且在各方面應符合訂單要求或安進的建議，和

(b) 供應商保證：（i）貨物品質應令人滿意，材料和工藝上均無缺陷，符合訂單中的對應規格，和適合用於安進或安進集團成員要求的目的，而該保證應擴展至交付和驗收貨品之後，覆蓋訂單中指定的期限（「**保證期**」）中出現的任何缺陷或毛病；（ii）如該缺陷在保修期內正常使用下出現，供應商應（A）在二十四（24）小時內按自己的選擇免費進行維修或更換貨品，前提是（i）需在出現缺陷後向供應商發出書面投訴，及（ii）供應商認同投訴並發現該缺陷是基於設計錯誤、工藝或材料而造成；或，（B）退還安進已支付供應商出現缺陷部分的貨品的價格；（iii）任何修理妥當或更換的貨物，應當按本協議的規定由供應商免費送回訂單指定的原來地點；（iv）如果在訂單中指定的保修期超過了製造商的保修期限，供應商應購買延長保修期，費用由供應商承擔。

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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

(c) 為了安進或安進集團成員的利益，本節中的補救措施不但不損害，且加強根據任何法律和/或本協議規定而提供的任何保證、賠償、救濟措施或其他權利。

3. 付款

3.1 定價。在訂單中列明的價格已包括所有額外的成本和費用，包括包裝、打包、保險、和交付成本。

3.2 開發票。供應商將在每月或按照與安進以書面形式事先達成協定，對其所提供的貨物和服務向安進發送發票。發票將載明訂單編號，實際工作時數，逐項列出產生的所有其他報銷費用，而增值稅則作為一個單獨項目列出。對於無爭議性的發票安進將在收到後六十（60）天內支付。安進有權利用供應商欠安進或任何安進集團成員的欠款作抵銷任何貨物的價格。

3.3 折扣。安進有權享有供應商在一般情況下對快速付款或批量購買而提供的任何折扣，不論該等折扣是否在訂單中列明。

3.4 費用。除非事先獲安進書面批准，否則安進不會支付任何費用。任何及所有報銷費用的申請，基於企業稅務目的對費用之確認，必須附有足以符合稅務機關要求的表格和詳細內容的文件。

4. 賠償和保險

4.1 賠償。供應商應全數彌償安進、其員工和安進集團的所有損失、索賠、費用、成本（包括法律費用），損害以及任何性質的負債，包括經濟損失、利潤損失、直接損失或後果性的損失、行政損失，包括因第三方提出的索賠或訴訟（"**索賠**”）的損失，而該等損失的引起或引致，是直接或間接地，因供應商違反本協議與執行服務、提供交付成果相關的任何明示或暗示的條款、義務、承諾保證或條件，或其提供的貨物在工藝、品質或物料上出現缺陷，或在使用、製造或供應貨物時任何侵犯或涉嫌侵犯任何專利、註冊設計、設計權、商標、版權或其他知識產權，或供應商或供應商的員工、代表、代理或分包商在供應或交付貨物、交付成果或服務或其他與本協議相關而從事的任何行為或遺漏。

4.2 保險。供應商應自費投保及維持一份適當和足夠的保險，以保障其在本協議下的義務及法律責任。在安進要求下，供應商應在五（5）天內向安進提交書面證明已根據本協議投保符合安進要求的保險。

5. 保密

供應商應在本協議的期限和之後的五（5）年內，除非法律允許更長時間，對從安進或任何安進集團成員收到的或透露給供應商或其代表的任何形式的所有的訊息和材料保密，包括機密和/或專有訊息、技術訣竅、第三方訊息、商業秘密、本協議的條款和它的存在、業務、市場營銷、經濟、戰略和財務、客戶和定價訊息、經濟模式、產品訊息、報告、數據、指令、協議、通訊、通信、研究、方案、研究設計、測試或研究成果、分析、規格、估計、計算、模型、預測、地圖、計劃、樣品、圖紙、調查、照片、軟體、設備、流程、程序和任何想法、方法、發現、發明、專利、概念、調研、開發，或其他相關知識產權，或供應商在履行本協議（"**保密訊息**”）中而取得的成果，並且不會透露給任何第三方，或將其用於任何目的，除非本協議另有規定。供應商對機密訊息無任何所有權。供應商將限制機密訊息的存取權，僅允許其直接控制、並獲安進知悉和取得書面同意的人士存取機密訊息，而該等人士的保密義務嚴格程度至少與本協議一樣。即使本協議有任何相反規定，若機密訊息於目前或日後將會公開被公眾使用或發表，而公開並非由於供應商的犯錯引致，或機密訊息是從第三方取得，而該第三方不受限制且具有合法權利可向供應商披露，或供應商有書面記錄證明早於從安進接收之前已擁有機密訊息，或供應商需回應法院或其他政府機構的有效命令須予以披露，則供應商對機密訊息的任何

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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, Europe or other non-EU/EEA countries. Regardless of the country where Supplier's personal information is either collected or processed, Amgen will make reasonable efforts, in line with industry standards, to safeguard Suppliers privacy. Supplier may access, correct or request deletion of its personal information, subject to certain restrictions imposed by law, or complain about a breach of its privacy by Amgen, by contacting Amgen.

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

7. INTELLECTUAL PROPERTY

7.1 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. 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,

部分不肩負保密和不使用義務，然而供應商須向安進提供及時的書面通知，並盡可能限制披露的範圍。在安進發送書面要求下（因任何原因而終止本協議時），供應商須盡快把有形的機密訊息，包括任何形式的副本交還安進，並刪除儲存在任何磁碟或光碟或記憶體中的機密訊息，除非法律禁止該等刪除行為。如果法律要求，供應商有權保存一個機密訊息的副本作為記錄存檔。供應商將不會因為執行本協議相關的服務或提供貨物或交付成果，而向安進披露任何供應商或第三方的機密和/或專有訊息。

6. 數據處理和披露

6.1 數據處理。本協議的行政和管理可能包括安進收集和處理供應商的個人訊息。個人訊息包括非敏感訊息，比如，但不限於，姓名、聯繫方式、專業領域和本協議的內容。此等訊息可能會轉移到第三方進行處理和/或被處理後安全地存儲在訊息收集處以外的國家，比如美國、歐洲或其它非歐盟/歐洲經濟區的國家。無論供應商的個人訊息在何處收集或處理，安進將盡合理的努力，按行業標準保護供應商的隱私。在法律規定的某些限制下，供應商可以訪問、修改或要求刪除其個人訊息，或聯絡安進，提出安進違反其隱私的投訴。

6.2 披露。即使本協議有任何相反規定，供應商承認並同意，因應規定或必須符合適用法律和法規的披露義務 (i) 允許安進公開披露關於供應商及本協議的訊息，及 (ii) 此等訊息可能包括但不限於，給予供應商的付款、或其他價值的轉移，和/或在安進要求下供應商代表安進向醫療保健專業人員、醫療保健機構，以及受披露法律規限的其他人士或機構的付款、或其他價值的轉移。為符合所有適用披露法律和法規對訊息的收集，在安進合理的要求下，供應商同意立即作出回應，並與安進合作。

7. 知識產權

7.1 無侵害第三方權利。除訂單協定外，任何貨物、服務或交付成果不得侵犯任何知識產權或引致任何版權費用。

7.2 工作成果。任何由供應商或其代表產生的交付成果，或結果、規格、建議，其中包括發現、發明、版權、設計權、專利權、創新，提議、竅門、概念、規範和報告，以及目前和未來由於安進或任何安進集團員向供應商或其代表披露的訊息，或因為本協議下供應商提供服務或交付成果（「**工作成果**」），或與之相關而產生的知識產權，應屬安進或其指定的安進集團成員的專有財產。供應商應將供應商的工作成果的全部權利、所有權利和利益轉讓或將轉讓給安進或其指定的安進集團成員，且保留任何權利。本協議不給予任何一方其他知識產權的權利，而披露任何機密訊息不導致給予另一方對標的物的任何權利。在本協議日期之前已存在的知識產權，應依舊屬於引進一方的財產。

8. 取消

8.1安進可在任何時候提前三十前（30）天以書面通知取消訂單而無需作出賠償。

8.2 對未能交付之取消。如果貨物、交付成果或服務不能在到期日交付，安進公司可以取消該協議的全部或部分，和/或拒絕接受供應商任何後續試圖交付的貨物或交付成果或服務，和/或向供應商追討安進或任何其他安進

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

8.3 Other cancellation events. Amgen shall be entitled to terminate the Agreement with immediate effect, on written notice to Supplier and without liability to Supplier if (i) Supplier breaches of any of its obligations under the Agreement which is incapable of remedy; or (ii) Supplier fails to remedy within thirty (30) days where capable of remedy, or persists in any breach of its obligations under the Agreement; or (iii) an order is made or an effective resolution is passed for the liquidation, winding up or administration of Supplier, or Supplier seeks or enters into any composition or arrangement with its creditors, or suffers or permits any distraint or distress proceedings or an encumbrancer to take possession of 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, 15.1, 15.5, 15.6 and 15.10 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

集團成員從其他供應商獲得替代貨品或交付成果或服務而招致的合理費用，和/或要求賠償因供應商未能在限期交貨而對安進造成的任何額外費用、損失或費用，但不妨礙其可能享有的其他權利。安進可自行決定，基於安進的正常業務運作過程，退回任何在未能交付事件中已部分交付但未能使用的剩餘貨品（風險和費用由供應商承擔），而供應商應即時支付安進已支付未能交付或退回貨品的金額，以及，供應商應支付安進從其他供應商購入替代貨品的合理超出金額（如適用），而安進根據本條款的規定而對本協議採取解約，不需對供應商負上任何法律責任。

8.3 其他取消事件。 安進有權在以下情況以書面通知供應商立即終止協議，而無需對供應商負任何法律責任 (i) 供應商違反協議項下的任何義務而無法補救；或 (ii) 供應商雖有能力，但未能三十 (30) 天內進行補救，或堅持違反協議項下的義務；或 (iii) 對供應商發出命令或通過有效的解決方案要求執行清盤、結業或管理行動，或供應商與債權人尋求或訂立任何協定或安排，或遭受或准許任何扣押法律程序，或由財產留置權者接管，或由委派的接管人或管理人接管全部或任何部分資產或業務，或供應商停止或威脅停止運營其業務或實質上停止全部業務，或放棄其業務或停止或威脅停止支付其債務，或 (iv) 在協議的有效期內，供應商的控權發生變化。

8.4 存續。 本協議因任何原因而終止，將不會免除任一方在第4、5、7、15.1、15.5、15.6和15.10節中的任何義務和法律責任，並且雙方已明確約定該等義務和法律責任在協議終止後繼續存在或繼續執行，或基於它們的性質將繼續適用。

8.5 終止時的權利。 在收到終止通知後，除非安進另有規定，供應商必須執行以下操作：不需承擔任何進一步的義務；盡最大努力減少因終止協議而造成的任何相關費用；保留任何正在進行或已完成的工作和數據，直到安進或其指定人接收為止；依照安進的指示將工作成果交出。

9. 雙方關係

本協定的任何規定不得解釋為在供應商和安進之間構成夥伴關係、合資、委託代理、或僱主和僱員的關係。供應商對於安進而言，其關係將是獨立的承包商，在任何時候供應商不得自視為任何安進集團成員的僱員，或聲稱擁有安進集團僱員的身份、先決條件或利益。供應商無權通過合同或其他方式規定安進或任何安進集團成員對其負責，或自行宣稱，直接或間接地與安進集團的業務有關聯或存在利益。除非法律另有規定，安進不得在支付供應商的款項中扣除或保留任何金額，作為代供應商支付所得稅和任何形式的社會保險繳費（如醫療、養老和失業保險）。供應商應負責與主管稅務和社會保險部門註冊開展業務，包括進行適當的申請和向所有對應的稅項和社會保險部門支付款項。

10. 分包商

10.1 供應商應僅可將本協議的義務轉包予經由安進事先書面同意的分包商。

10.2 任何由供應商在本協議下的分包，應根據供應商和分包商之間的單獨書面協議執行，並應按照本協議的規定來執行。任何轉包不得免除供應商在本協議項下的任何義務或責任。

10.3 本協議中的內容或任何分包工作不構成安進集團任何成員和分包商之間的任何合約性關係，安進集團任何成員無義務支付或負責支付分包商任何款項。供應商應正確指導和控制其分包商，以及對服務或交付成果或交付貨物負全部責任。

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 and attached 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 uses 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

10.4 供應商應對安進和安進集團在以下方面負責 (i) 所有執行的服務或交付成果或提供的貨物, 以及疏忽、錯誤、作為、遺漏和自己及員工的行為, 其分包商及分包商的員工、代表或代理商的行為, 及 (ii) 各分包商遵守本協議的要求, 以及所有適用的法律、法規和規章。

11. 市场和客户研究

在某种程度上, 供应商的绩效包括 (a) 原始收集数据或直接从特定受众感兴趣的信息, 或 (b) 购买现有数据或有关特定受众的信息, 旨在有系统地调查, 分析和报告关于任何安本原始市场和/或产品 (任何此类活动"市场研究") 的数据和见解, 供应商应 (i) 遵守ESOMAR, EphMRA行为准则, 任何其他适用的当地国家代码 的行为, 并提供给供应商, 安进公司的市场和客户研究的SOP和 (ii) 市场研究计划的安全要求, 由安进公司提供, 并通过参考附加并纳入本协议。

12. 訊息安全

12.1 供應商必須遵守安進公司的訊息安全政策、程序和標準。供應商必須保障所有資產和維護由安進提供的任何個人電腦、週邊設備, 或軟體的安全, 而該等設備僅用於辦理安進業務, 包括不引入任何未經授權的軟體到安進集團的系統中。

12.2 除非取得安進書面授權, 供應商不得向任何其他人提供安進向其發出的訪問安進集團的電子系統的用戶識別號或密碼, 也不應試圖取得供應商無權獲取、持有或以任何方式使用的任何安進集團的機密訊息, 也不應試圖獲取他人的用戶識別號或安進集團員工的密碼。如果供應商擁有這樣的訊息, 供應商不得保留任何記錄或向任何其他人透露。

12.3 除非是安進的指示, 供應商不得複製、分發或透露任何電腦程序、程序文件、系統文件、用戶手冊、數據或其他作業的全部或部分內容。

12.4 違反這些準則可能會導致所有訪問權限的喪失, 並應被視為違反本協議。

13. 反腐败表示和保证

自本协议生效之日起, 本协议到期或终止时的供应商代表, 授权和契约, (1) 供应商及其最了解的供应商所有者, 董事, 高级职员, 雇员, 或任何代表供应商或代表供应商 (统称为"代表") 代理, 代表, 分包商或其他第三方, 不得直接或间接地提供, 支付, 承诺支付或授权此类提议, 承诺或付款任何有价值的东西, 任何个人或实体, 以获取或保留与本协议有关的业务或任何不当利益, 或以其他方式违反有关或涉及公共或商业贿赂或腐败的适用法律, 规则 and 规定"反腐败法"), (2) 供应商与本协议相关或与代表Amgen进行的任何工作相关的账簿, 账目, 记录和发票都是完整和准确的, (3) 安进可能终止本协议 (a) 如果供应商或供应商代表未能遵守反腐败法律或本条款, 或 (b) 如Amgen有诚信相信供应商或供应商代表违反, 意图违反或已造成违反反腐败法。如果Amgen要求供应商完成合规性认证, 则Amgen也可以终止本协议, 如果供应商 (1) 未能完成合规性认证, (2) 未能真实准确地完成, 或 (3) 未能遵守该认证。

14. 数据保护

供应商在处理和/或转移任何个人数据 (如适用数据保护法律中定义) 时, 应遵守所有适用的数据保护法律, 特别是但不限于欧盟数据保护指令 (统称为"适用的数据保护法规")。供应商应根据Amgen的说明处理个人数据, 并采取适当的技术和组织措施来保护个人数据免受意外或非法破坏, 意外丢失, 更改或未经授权的披露。供应商只应将个人数据转移到欧盟委员会或相关国家数据保护机构认为适当级别的数据保护和/或存在其他合法有效的个人数据传输机制的欧盟/欧洲经济区以外的管辖区到位。供应商应

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 personal data 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

在必要时获得所有必须获得数据处理的人的同意，特别是如果适用，获得任何人的明确书面同意，任何人是敏感的个人日期（如适用的数据保护法定义），收集，处理并将其数据转移给供应商和/或安进集团或任何其他安进集团成员，包括但不限于提供供应商和/或安进公司的数据的目的和预期用途的足够信息。如果由Amgen提供给供应商，供应商应遵守安进的隐私和数据保护计划表。供应商不得向安进集团提供任何个人资料，除非安本事先另行书面同意。

15. 雜項

15.1 執法權利。在任何時候供應商不得損害安進集團的權利，包括如果供應商意識到對知識產權的侵犯或涉嫌侵犯或違反保密性，而沒有盡快以書面形式通知安進。供應商在本協議期間或之後，在安進的要求下，應協助安進和安進集團的任何其他成員（費用由安進負擔）獲得、執行和/或維護安進集團對工作成果的權利。

15.2 通知。任何與本協議有關的通知必須使用英語和以書面形式進行，並應有效地交予對方，如果是使用一個國際公認的快遞服務，應發送至相關訂單中載列的地址。任何通知在快遞記錄的送達日期即應被視為已收到有關通知，並應在收到後即時生效。

15.3 轉讓。未經安進事先書面同意前，供應商不得將本協議或本協議中的任何權益轉讓。本協議之繼承人和受讓人應繼續受到本協議約束。

15.4 記錄和稽核。供應商應根據適用法律保持所有必需記錄，並應採取合理預防措施，避免損壞、丟失或修改這些記錄。這些簿冊和記錄應在此期間的合理時間和地點提供給安進和安進的代表進行復印，審查，審計和其他商業目的。

15.5 第三方的權利。除本文另有規定外，任何不屬本協議的締約方均無法受益於或執行本協議的任何部分，除非這種權利是根據適用法律強制執行。

15.6 棄權。棄權或接受任何違反本協議的條款、規定、條件或權利或同意，僅在棄權方以書面形式及簽署後才能生效，且僅適用於指定的情況和目的。任何一方未能或延誤行使或執行由法律或本協議項下提供的權利、權力或補救措施，並不損害該權利、權力或補救措施，或視為放棄所規定的任何權利。單一部分行使法律或本協議項下提供的任何權利、權力或補救措施，並不排除任何其他方式或進一步行使任何其他權利、權力或補救措施。

15.7 分割性。如果本協議的任何條款根據適用的法律，全部或部分，被裁定為非法，無效或無法執行，該條款應被視為不構成本協議的一部分，而本協議的其餘部分的合法性、有效性和可執行性將不會受到影響。在這種情況下，各方必須盡最大的努力立即進行談判，以誠信為本，達成合法有效的替代規定。如果在該規定被裁定為非法、無效或無法執行之日起三十（30）天內無法達成協議，那麼安進則有權向供應商發出書面通知終止本協議。

15.8 公開聲明。未取得安進事先書面同意之前，供應商不應在任何新聞稿、聲明或公告，包括通過廣告手段或銷售宣傳材料或以其他方式提及或引用安進、任何安進集團成員或安進集團任何僱員的名字，並且在未有安進事先書面批准之前不應公佈任何交付成果或服務的結果，或披露本協議項下提供的貨物。

15.9 不可抗力。如果由于上帝的行动，战争，骚乱，恐怖主义，国家的军事行动，公共敌人的行为而直接或间接地造成延误，缔约方不应履行本

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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 construed and governed in accordance with the substantive laws of Taiwan, without reference to its conflict of laws principles, and the appropriate courts of law in Taipei alone shall be the courts of competent jurisdiction.

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协定规定的义务的任何延迟承担责任，军事权威，地震，火灾或洪水的行为（"不可抗力事件"）；条件是一方不得根据本条要求救济不可抗力事件，除非满足以下条件中的每一条：（i）由不可抗力事件（"延迟方"）声称延迟的一方没有过错造成延迟；（ii）延迟方所采取的合理预防措施，包括但不限于使用替代来源或解决方案计划，不能防止此类延误；（iii）被延迟方采取商业上合理的努力，在不可抗力事件发生后，尽可能重新履行这些义务；和（iv）被延迟方立即以最有利的方法（以书面确认）通知另一方，并以合理的详细程度描述造成延误的情况。双方的所有义务应在较早发生（i）不可抗力事件的通过或（ii）延迟方未能满足条件和/或履行其契约时恢复为完全有效和有效根据本条。

15.10 監管法律和管轄權。本協議應根據台灣的實質性法律被理解和管轄，不受法律衝突原則管制。在台北的法庭應具有管轄權力。