

## PURCHASE ORDER TERMS AND CONDITIONS

The purchase order and all attachments thereto or references contained therein (collectively, "**Order**") issued by the Amgen entity ("**Company**") to the seller identified on the Order ("**Seller**") for the purpose of acquiring the goods or services described in such Order shall be governed by these purchase order terms and conditions (the "**Agreement**") and is hereby incorporated by reference into the Agreement. The Amgen entity identified on this Order ("**Company**" or "**Buyer**") and the seller identified on this Order ("**Provider**" or "**Seller**") agree to be bound by the terms and conditions of this Agreement. "**Goods**" means the goods to be supplied by Provider and/or its Representatives (as defined in Section 6 of this Agreement) to Company as described in or incorporated in an Order. "**Services**" means any service to be performed by Provider and/or its Representatives as described in or incorporated in an Order. As used herein, the term "**Party**" shall mean either Company or Provider, as the context requires, and the term "**Parties**" shall mean both Company and Provider. This Agreement sets forth the entire understanding between the Parties and supersedes all prior written or oral inquiries, proposals, agreements, negotiations or commitments pertaining to the subject matter of the Goods or Services unless specifically identified and included in this Agreement. No amendments, modifications, substitutions, or supplements to this Agreement are binding unless in writing and signed by Company's designated Representative. Any estimate or forecast furnished to Provider by Company before or during the term of this Agreement does not constitute a commitment of any kind except as expressly set forth in this Agreement. Company is not obligated to purchase the Goods or Services exclusively from Provider except as expressly set forth in this Agreement. No licenses, expressed or implied, under any intellectual property, including any patents, copyrights or trademarks, are granted by Company to Provider under this Agreement. The section headings contained in this Agreement are for reference purposes only and have no effect on the interpretation of this Agreement or its application. As used herein, "**Affiliates**" means any firm, corporation or other entity, however organized, that, directly or indirectly, controls, is controlled by or is under common control with an entity. For purposes of this definition, "**control**" shall be defined as ownership of a majority of the voting power or other equity interests of the entity under consideration.

### TERMS AND CONDITIONS FOR GOODS

**1. DELIVERY OF GOODS.** All deliveries of Goods must be in accordance with the delivery schedule set forth in the Order and shipped in accordance with Company's instructions with terms, unless otherwise specified, being Freight on Board destination. Provider must immediately notify Company of any actual or anticipated delay in shipment or delivery and take all steps necessary to meet the delivery date(s), including the use of premium transportation, all at no additional cost to Company. Time is of the essence. If Provider fails to meet any delivery or implementation dates agreed to by the Parties, Provider shall be responsible for any additional costs or other damages incurred by Company as a result of such delay. In addition to the foregoing, and without limiting Company's other rights hereunder, Company shall be entitled to cancel the Order in part or in full in the event delivery and related Services do not take place within the specified time period, or if no such time period is specified, within a reasonable period. If the Order is canceled, in whole or in part, Company may retain or return any Goods received under the Order. Provider must reimburse Company for all costs of shipping or storing any returned Goods and any amount previously paid by Company for the returned Goods.

**2. INSTALLATION OF GOODS.** If Provider is responsible for the installation of Goods, Provider shall at all times: (i) ensure the presence of competent supervisory personnel; (ii) keep the jobsite clean and safe including without limitation removing debris and hazards; (iii) be responsible for the safe and orderly performance of the Services in accordance with all Applicable Laws (as defined in Section 5 of this Agreement); and (iv) cooperate with Company and comply with Company's hours, working conditions and jobsite policies.

**3. PACKAGING.** A packing slip is required on the outside of the container of each package shipped and must contain the Order number. Failure to do so may result in delay of payment. All Goods shall be properly classified, described, packaged, marked and labeled by Provider for shipment, and shall be in proper condition for transportation in accordance with any laws or regulations applicable in the jurisdictions in which Provider and Company are located, and Provider shall be liable for any damage or claims arising from shipment packaging or loss or damage in transit. Unless otherwise specified on the Order, all shipping costs, freight forwarding and insurance are included in the purchase price.

**4. QUALITY CONTROL.** Provider must provide and maintain inspection and quality control systems acceptable to Company (including without limitation programs for documenting deviations, conducting investigations, and, with respect to Goods supplied hereunder, providing prompt notice to Company of deviations and investigations). All inspection records and other documents required by this Agreement or Applicable Laws must be kept intact and made available to Company upon reasonable request for a period of at least five years after final delivery under the Order. If the Goods are raw materials, components or devices appropriate for use in the manufacture of products intended for human use, Provider must notify Company prior to implementing changes to subcontractors or changes to the manufacture of such Goods that are reasonably likely to affect the quality, safety, purity, identity or other critical attributes and allow Company to perform an assessment of Provider as necessary. Company, at no additional cost to Company, may inspect or test the Goods at all reasonable times or places prior to final acceptance. If an inspection or test is performed by Company or at Company's direction, Provider will provide safe and convenient access to location of the Goods. Company will not be liable for any reduction of value to any sample used in connection with an inspection or test. Provider must pay for any additional cost of inspection or testing if Provider fails to provide the requested testing samples or supplies when the inspection or test is requested or if re-inspection or retesting is necessitated by a prior rejection of the samples or supplies. Company's failure to exercise this right does not relieve Provider of its obligation to furnish conforming Goods and imposes no liability on Company. Company may reject any nonconforming Goods without further cost or liability to Company. Company may require repair or replacement of non-conforming Goods at no additional cost to Company. Provider must make any repairs or replacement within the lead-time for the Goods. Acceptance or payment does not constitute a waiver by Company of any rights and will not void or limit any warranties provided by Provider pursuant to the terms and conditions of this Agreement or law.

### TERMS AND CONDITIONS FOR SERVICES

**5. PERFORMANCE OF SERVICES.** Provider represents and warrants that it shall perform and shall cause Provider's Representatives to perform its obligations

hereunder in compliance with all Applicable Laws, Company Requirements, and the Standard of Care (as such terms are defined herein). **"Standard of Care"** shall mean (i) meeting the highest professional standard of diligence, care, timeliness, trust, ethics, dependability, safety, efficiency, economy and skill exercised by members of Provider's profession in Canada with expertise in providing comparable multinational pharmaceutical companies with first class services or goods substantially similar in size, scope, cost and complexity to those to be provided hereunder; (ii) exercising such professional standard by appropriate action or inaction during the term; and (iii) complying with all Applicable Laws. **"Applicable Laws"** shall mean (i) any national, country, federal, state, provincial, territorial, commonwealth, cantonal or local government law, statute, rule, requirement, code, regulation, permit, ordinance, authorization or similar such governmental requirement and interpretation and guidance documents of the same by a governmental authority as applicable to Provider, this Agreement or the matters under this Agreement including without limitation Company Requirements, Privacy Laws, and Anti-Corruption Laws; and (ii) any of Company's compliance, safety and security rules, programs and policies (including without limitation settlement agreements, corporate integrity agreements, and voluntary compliance commitments with or to governmental authorities) as applicable to Provider, this Agreement or the matters under this Agreement. **"Privacy Laws"** shall mean, as in effect from time to time, applicable data privacy laws of any jurisdiction including without limitation the national and sub-national laws based on the European Union Data Protection Directive to the extent applicable to data processors, the Personal Information Protection and Electronic Documents Act ("**PIPEDA**"), and all state, provincial, and territorial data breach notification and information security laws and regulations specific to the handling of Personal Information (as defined in the attached Privacy and Data Security Schedule) to the extent applicable to Provider or its Representatives or third-party service providers. Provider is responsible and liable for the acts and omissions of its Representatives. Time is of the essence. Provider is solely responsible for furnishing all labour, supervision, machinery, equipment, materials, supplies, licenses, permits and all other requirements necessary or required to complete the Services to Company's satisfaction and in compliance with Applicable Laws and this Agreement. Unless otherwise stated in this Agreement, Provider shall be responsible for all out-of-pocket expenses incurred by Provider in the provision of Services hereunder, including without limitation, costs incurred during the installation and testing of Goods on behalf of Company. All documentation, including without limitation drawings and specifications, that Provider submits hereunder must meet Company's content and format requirements. Provider shall be solely responsible to inquire, inspect and acquaint itself with all jobsite conditions. Company has the right to stop Provider's activities on Company's premises whenever conditions are observed which threaten the environment, people, project, real property, structures, or equipment. Provider shall bear the cost of any such stoppage and resultant standby time. The presence of such conditions or Provider's failure or refusal to correct such conditions shall constitute a default under this Agreement and Company shall have the right to terminate this Agreement, in whole or in part, pursuant to the terms hereunder.

## **GENERAL TERMS AND CONDITIONS**

**6. PERSONNEL/PROPERTY.** Provider agrees to take such steps that meet the Standard of Care in hiring and retaining Provider's employees, subcontractors and agents who are qualified, honest, trustworthy, reliable and non-violent, and who do not pose a risk of harm to others while performing the Services. Company may for any reason request replacement of any of Provider's Representatives. For purposes of this Agreement, **"Representatives"** shall

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mean, with respect to a Party, such Party's directors, officers, employees, agents and any other persons or entities (excluding the other Party) who contribute to the performance of such Party's obligations under this Agreement and, with respect to Provider, shall include without limitation any and all subcontractors and such subcontractors' directors, officers, employees and agents. In addition, Provider must repair or replace to Company's satisfaction any property which is damaged or destroyed by Provider or its Representatives and, upon completion of the Services, remove all of Provider's equipment and unused material from the jobsite, thoroughly clean up the jobsite including without limitation removing all refuse and debris, and leave the jobsite neat, orderly and in good condition. Any of Provider's Representatives who are required to enter any of Company's premises may be required to complete a badge request form and must adhere to all security requirements of Company. Such Provider's Representatives may also be required to sign Company's Confidential Disclosure and will have restricted access to Company's facilities for business purposes only from 8:30 a.m. to 5:00 p.m. Monday through Friday, unless otherwise pre-approved by Company's management. Upon completion of such Provider's Representatives' assignment at Company's premises and/or in the event of termination of this Agreement, badges must be returned immediately to Company. If requested by Company in connection with Provider's performance of Provider's obligations under this Agreement, Provider shall provide safe and convenient access for Company to Provider's premises.

## **7. CHANGES, DELAYS OR SUSPENSIONS.**

Company may make changes in the scope of this Order by providing written notice to Provider at any time before completion of performance. If Provider believes that an adjustment to Provider's compensation or the delivery date is justified as a result of a Company-directed change, Provider must immediately notify Company in writing and provide substantiating documentation for the adjustment within 10 calendar days of the notice. Any adjustment agreed to by the Parties must be reflected in an amendment to this Agreement signed by Company and Provider. Provider must continue with performance of this Agreement while any request for adjustment is pending. Provider waives its rights to any adjustments not requested in accordance with this Agreement. Company may suspend all or any part of the delivery of any Order by providing written notice to Provider. A delay or suspension of any portion of the Order by Company does not constitute a delay or suspension of the entire Order. Provider's obligations to Company under this Agreement will remain in full force and effect despite the delay or suspension of any Order under this Section.

**8. OWNERSHIP.** Without limiting any other remedies available in law or equity, Provider agrees that anything resulting from the use of Company Information, including without limitation any and all intellectual property, is Work Product (as further defined below). Provider acknowledges and agrees that all right, title and interest in and to any Work Product, except for Provider Retained IP Rights (as defined below), shall be the sole property of Company whether the Services to be performed are completed or not. Provider hereby assigns to Company all of Provider's right, title and interest in the Work Product excluding the Provider Retained IP Rights. Provider shall ensure that, at no cost to Company, all of Provider's Representatives that contribute to any Work Product have agreed in advance in writing that all right, title and interest in such contributions is assigned to Company or Provider, and that they waive any moral rights or similar rights to object to modifications, adjustments or additions to their contributions. If any agreements with any of Provider's Representatives provide such rights to Provider rather than to Company, Company shall acquire all such rights in such Representatives' contributions by operation of this provision. All Work Product and any reproductions thereof shall be

surrendered to Company by Provider upon completion of the related portions of the Services, or termination of this Agreement, whichever occurs first. All Work Product other than Provider Retained IP Rights may be used by Company without restriction and may not be used by Provider or its subsidiaries or its subcontractors, if any, without Company's prior written consent. All Provider Retained IP Rights shall remain the intellectual property of Provider; provided, however, that Provider hereby grants Company (and its successors and assigns) a perpetual, worldwide, non-terminable, fully paid-up, royalty-free license, with a right to sublicense, use, copy, modify and adapt such Provider Retained IP Rights for the intended purpose of this Agreement or as is necessary for Company (or its successors and assigns) to use or receive the benefit of the Goods and Services, including, without limitation, the deliverables provided under this Agreement. "**Work Product**" shall mean all tangible material, or its intangible equivalent in unwritten or oral form, created directly or indirectly in connection with or arising out of the Services, Company Information (whether disclosed by or on behalf of Company), or any of Provider's obligations hereunder, including, without limitation, all patent, copyright, trademark, trade secret and other proprietary rights. Work Product may include without limitation all of the following, whether finished or unfinished: drafts, documents, writings, communications, plans, data, estimates, calculations, test results, specimens, schematics, drawings, tracings, studies, specifications, surveys, photographs, software programs, programs, reports, orders, maps, models, agreements and all derivative works thereof, ideas, concepts, discoveries, inventions, patents, know-how, negative know-how and improvements. "**Provider Retained IP Rights**" shall mean any Work Product which (i) is proprietary to Provider, (ii) has been clearly identified to Company in writing as proprietary to Provider and not to be property of Company, and (iii) was not designed or otherwise created for Company.

**9. COMPENSATION/INVOICES.** Company shall pay Provider in accordance with the indicated payment terms after receipt of the Goods or Services that meet the requirements of this Agreement and after receipt of a correct invoice from Provider (and if no timing for payment is specified on the purchase order, the timing shall be net 90 (ninety) days after Company's receipt of a correct invoice). Company, at its sole option unless agreed to otherwise, shall make payment to Provider in the currency in which such amounts were incurred by Provider. All invoices must include at a minimum the following information: (i) Order number; and (ii) description, quantity and cost of Goods or Services received by Company during the invoice period. Company may require Provider to supply additional information and documentation with each invoice. Provider must forward bills of lading and shipping notices with invoices. If Company disputes an amount stated in an invoice, Company will notify Provider in writing of the dispute and the basis therefore. Upon receipt of such notification, Provider shall submit a revised invoice stating only undisputed amounts. Upon resolution of disputed amounts, Provider shall submit an invoice pursuant to this Section for the amounts that the Parties mutually agree are no longer in dispute. Following receipt of an invoice stating only undisputed amounts ("**Correct Invoice**"), Company will pay Provider such amounts in accordance with this Section. Rates set forth in the Order are firm and fixed and all inclusive, except as provided in the Taxes provision of this Agreement. Company shall not compensate Provider for time spent traveling to Company's jobsites or in transit between Company's jobsites. Payment by Company does not constitute acceptance of the Provider's performance hereunder or an admission of liability. Failure to submit a proper invoice may result in delay of payment. Payment by Company does not constitute and shall not be construed as acceptance of the Goods or Services or an admission of liability.

**10. TAXES.** The prices for all Goods and Services purchased under the Order shall include all taxes and import and export duties of whatever nature, except federal, provincial, and territorial sales taxes. Sales tax will be added to the prices, as applicable, and stated as a separate item on each invoice with every Order. If Company is required to withhold any taxes from any payment due to Provider hereunder, Company shall (a) so deduct and withhold all such taxes; (b) pay such taxes to the appropriate taxing authority for the account of Company and (c) as promptly as possible thereafter, send Provider an original receipt showing payment thereof, together with such additional documentary evidence as Provider may from time to time reasonably require.

**11. RIGHT TO WITHHOLD PAYMENT/OFFSET.** Company may, in whole or in part, decline to approve any request for payment hereunder, withhold or offset against any payment due hereunder or under any agreement between the Parties, or, due to subsequently discovered evidence or inspection, nullify any payment previously made to such extent as may be necessary, in Company's opinion, to protect Company from loss due to Provider's failure to meet its obligations hereunder without waiver or limitation of any other rights or remedies.

**12. CONTRACTUAL RELATIONSHIP.** Provider is engaged in an independent business and not as an agent, employee, partner or joint employer of Company. Provider is an independent contractor with the right and discretion to control the performance of its obligations under this Agreement without the direct supervision or control of Company. Provider represents and warrants that it is an employer subject to, and shall comply with, all Applicable Laws, including without limitation applicable wage and hour statutes, unemployment compensation statutes and occupational safety and health statutes, and shall be responsible for withholding and payment of any and all payroll taxes and contributions, including without limitation federal, provincial, and territorial income taxes; and workers' compensation and disability insurance payments. Provider shall be responsible for the acts, errors, omissions and conduct of any of Provider's Representatives and subcontractors. Provider acknowledges and agrees that Company shall have no responsibility or liability for treating Provider's Representatives as employees of Company for any purpose. Neither Provider nor any of Provider's Representatives shall be eligible for coverage or to receive any benefit under any Company provided workers' compensation, employee plans or programs or employee compensation arrangement, including without limitation any and all medical and dental plans, bonus or incentive plans, retirement benefit plans, stock plans, disability benefit plans, life insurance and any and all other such plans or benefits.

**13. TITLE AND RISK OF LOSS.** If the Order calls for related Services following delivery of Goods, such as unloading, installation or special handling, title to the Goods will vest in Company when the additional Services have been completed by Provider and accepted by Company. Company bears the risk of loss or damage to the Goods after Company's acceptance of the Goods, except where the loss or damage is related to latent defects or damage, or the negligent or willful misconduct of Provider or Provider's Representatives. At all times during performance of the Order, ownership of any document or deliverable, specifically developed or required in connection with performance of the Services or related to use of the Goods, is vested in Company. Provider bears the risk of loss or damage to any documents and/or deliverables until they are received and accepted by Company at the destination specified in the Order.

**14. EMPLOYMENT LAW.** Without limiting the generality of performance obligations set forth elsewhere herein, for any performance required under the Order being

performed in Canada, the Provider shall ensure that any work required in connection with the Order shall be performed in a manner that complies with all applicable labour and employment legislation, including employment standards, human rights, labour relations, occupational health and safety, pay equity, employment equity, employee privacy and workers' compensation or workplace safety and insurance legislation. Provider shall hire, train, promote, compensate, transfer and administer all employment practices and terms and conditions of employment in compliance with Applicable Law and without discrimination on the basis of race, religion, colour, sex (including pregnancy, childbirth, or related medical conditions), sexual orientation, gender identity, age, national origin, physical or mental disability or any of the other protected grounds provided for under applicable human rights legislation.

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

**16. TERMINATION FOR CONVENIENCE.** Company may, for any reason, terminate this Agreement, in whole or in part, by providing written notice to Provider specifying the effective date of termination ("**Notice of Termination**"). Upon Notice of Termination, Provider must: (i) stop all specified work and preserve all work and Goods in progress and in place; (ii) notify and cause its suppliers and subcontractors to stop all specified work and preserve all their work and Goods in progress and in place; and (iii) take all reasonable steps to mitigate any additional expenses or costs. Within 30 (thirty) calendar days of receipt of such notice, Provider must provide Company with a complete invoice for unpaid amounts for Goods or Services meeting the terms of this Agreement that were previously accepted by Company. If Company terminates this Agreement in relation to an Order for specialty or custom manufactured Goods ("**Special Order**") less than 30 (thirty) calendar days before its specified delivery date, Company will reimburse Provider only for Provider's actual expenditures for the Special Order, based on substantiating documentation provided by Provider; however, in no event shall Company be liable to Provider in excess of the compensation Provider could have been paid under the Order if the Special Order had not been so terminated. In no event is Company liable to Provider for any direct, indirect, special

or consequential damages, lost profits, penalties or costs arising out of any termination. In addition to any other rights set out herein, Company may return Goods to Provider for any reason at any time/within 5 (five) days of delivery in which case a restocking charge of ten per cent (10%) shall apply, provided that the Goods have not been placed in service/are in substantially the same condition and packaging as delivered by Provider, and Company shall bear the cost of the return shipment.

**17. CANCELLATION FOR DEFAULT.** Without prejudice to any other rights or remedies Company may have, Company may cancel this Agreement, in whole or in part, (a) for default by Provider in performance of its obligations hereunder, if Provider fails to cure the breach within 15 (fifteen) calendar days of Company's written demand; or (b) effective upon receipt by Provider of written notice from Company specifying the date of cancellation, in the event: (i) failure to comply with Applicable Laws; (ii) failure to comply with confidentiality or warranty obligations; (iii) Provider makes a general assignment for the benefit of its creditors; (iv) a petition in bankruptcy is filed by or against Provider; (v) failure to comply with or breach of representations and warranties set forth in the Gratuities; Company Requirements; Anti-Corruption Laws; Provider Conduct section hereof; or (vi) a receiver is appointed due to Provider's insolvency. In the event of any termination by Company, Company shall reserve all of Company's rights in law and equity. If Company cancels this Agreement pursuant to this Section, then without limiting Company's other rights, within 30 (thirty) days of Company's written demand for reimbursement, Provider must promptly reimburse Company for any difference between the total cost to Company of completing Provider's remaining obligations hereunder and the compensation otherwise set forth in this Agreement.

**18. DISPUTES.** The Parties will use their best efforts to resolve any claim, controversy or dispute concerning any matter related to the Order. If legal action is commenced, Provider will continue to diligently perform its obligations under this Agreement pending final resolution of the dispute.

**19. RECORDS AND AUDITS.** Provider shall maintain complete and correct books and records relating to the performance of all of its obligations hereunder and all costs, liabilities and obligations incurred hereunder, including without limitation those relating to the compensation and compliance with Applicable Laws and Company Requirements. All records and accounts relating to financial matters must be in a format consistent with Generally Accepted Accounting Practices. Such books and records shall be maintained for a period of no less than 7 (seven) years after the earlier of the termination hereof or final payment under the Order. Such books and records shall be made available to Company and Company's Representatives for copy, review, audit and other business purposes at such reasonable times and places during this period. Company's audit rights shall not include the right to audit the makeup of fixed price costs or fixed rates agreed upon by Company. Notwithstanding anything to the contrary contained herein, all costs associated with such maintenance shall be Provider's sole expense and shall not be payable or reimbursable by Company. Should Provider fail to maintain such books and records as required hereunder, Provider shall provide its good faith assistance and reimburse Company for its reasonable costs in recreating such books and records. In the event that any audit by Company reveals any overpayment by Company, then Provider shall repay to Company the overpaid amount upon Company's written demand therefor. Company's performance of an audit and Provider's repayment of any overpaid amounts shall not limit any of Company's rights and remedies with respect to such overpaid amounts or Provider's performance of its obligations under this Agreement, all of which rights and remedies are reserved

by Company. Provider shall cause the provisions of this Section to be incorporated in the provisions of each subcontractor agreement.

**20. COMPLIANCE.** Provider covenants that performance and Goods and Services provided hereunder will meet the Standard of Care and comply with Applicable Laws and Company Requirements. Provider represents that it is fully experienced and properly licensed, qualified, equipped, organized and financed to perform the Services and supply the Goods. Upon Company's written request, Provider must furnish any evidence Company requires relating to Provider's ability to fully perform the Order. If Provider is a Covered Individual and Entity (as defined in Section 34 of this Agreement), pharmaceutical company, medical device manufacturer or clinical laboratory, (A) Provider represents and warrants that it has an operational healthcare compliance program ("**Provider's Compliance Program**") that: (a) governs all of Provider's Representatives (b) with respect to Providers that are pharmaceutical companies, complies with applicable ethical and industry codes of conduct, including the International Council of Harmonisation of Technical Requirements for Pharmaceuticals for Human Use (ICH) E6 Good Clinical Practice (GCP) Guideline, the Innovative Medicines Canada Code of Ethical Practices, as they may be amended from time to time; and (c) includes systems and processes reasonably designed to protect the security, confidentiality, and integrity of Personal Information and Confidential Information in accordance with all Applicable Laws and contractual obligations; (B) Provider operates in compliance with Provider's Compliance Program; and (C) Provider shall maintain and shall continue to operate in compliance with Provider's Compliance Program throughout the term of this Agreement.

**21. WARRANTY.** In the event one or more Covered Individual and Entity contributes to or performs any of Provider's obligations hereunder, payments made by or on behalf of Provider to each such Covered Individual and Entity or other compensation or consideration received by each such Covered Individual and Entity on account of its contributions to or performance of any of Provider's obligations hereunder shall (a) comply with all Applicable Laws, (b) represent fair market value, (c) not be determined in a manner that takes into account the volume or value of any future business that might be generated between the Parties, and (d) not be construed to require a Covered Individual or Entity to promote, purchase, prescribe, or otherwise recommend any Company products being marketed or under development. In the event one or more Covered Individual and Entity contributes to or performs any of Provider's obligations hereunder, Provider represents and warrants that payments made by or on behalf of Provider to each such Covered Individual and Entity or other compensation or consideration received by each such Covered Individual and Entity on account of its contributions to or performance of any of Provider's obligations hereunder shall represent fair market value and comply with Applicable Laws. Provider warrants as follows: (i) Provider shall comply with all Applicable Laws; (ii) all Goods, Services, equipment or materials, or any portion thereof, prepared or provided pursuant to the Order, and the performance of Provider's obligations will (a) be free from defects, errors and deficiencies; (b) be merchantable, new and fit for the purposes and uses intended by Company; (c) meet the applicable delivery schedule; (d) comply with all Applicable Laws; and (e) to the extent required hereunder, be tested and certified by a nationally recognized testing laboratory prior to delivery, to meet the requirements of current Good Manufacturing Practices; (iii) except to the extent Company has agreed to in writing, Provider's performance hereunder and deliverables provided hereunder shall not call for the use of any article or process subject to any third-party proprietary right for which use Company would be liable for royalty or other payments separate and apart from PO CND (4 24)

the compensation set out in the Order; (iv) it shall (a) meet the highest professional standard of diligence, care, timeliness, trust and skill exercised by members of Provider's profession with expertise in performing services or providing goods similar to those to be provided hereunder; and (b) exercise such professional standard by appropriate actions or inaction during the term; (v) Provider shall obtain all authorizations, permits, certificates and licenses that are required for the performance of the Order; and (vi) all warranties provided hereunder will inure to the benefit of Company and Company's successors and assigns. Without limiting the other provisions of this Section, Provider shall assign to Company all warranties provided by subcontractors or other third-parties who furnish Goods and/or Services in connection with Provider's performance hereunder. Provider warrants that it shall perform its obligations in such manner so as to preserve any such third-party warranties. Provider shall use its best efforts to assist Company in enforcing such third-party warranties. In the event that Provider's best efforts are unsuccessful, Provider shall perform all obligations under such third-party warranties at Provider's expense. Provider represents and warrants that neither Provider nor any of Provider's Representatives contributing to or in connection with performance hereunder is presently or has ever been: (i) the subject of a debarment action or is debarred pursuant to the Ineligibility and Suspension Policy of Public Services and Procurement Canada ("Policy") or Section 306 of the United States Federal Food, Drug, and Cosmetic Act of 1938, as amended, or other Applicable Law; (ii) the subject of a disqualification proceeding or disqualified as a clinical investigator pursuant to Title 21 of the United States Code of Federal Regulations ("**C.F.R.**") Section 312.70, or other Applicable Law; (iii) the subject of an exclusion proceeding or excluded, suspended, or otherwise ineligible to participate in any governmental health care program or governmental procurement or non-procurement program; or (iv) convicted of a criminal offense that falls within the scope of 42 U.S.C. § 1320a-7(a) and equivalent provisions of the Criminal Code of Canada, but has not yet been excluded, debarred, suspended, or otherwise declared. Furthermore, Provider agrees not to employ or otherwise engage any individual or entity who has been debarred, disqualified, or excluded, as described above, and shall immediately notify Company upon Provider or Provider's Representative(s) becoming aware of any inquiry concerning, or the commencement of any proceeding or disqualification that is the subject of this Section that involves Provider or Provider's Representative(s). Notice of or failure to provide such notice under this Section shall constitute a breach hereunder for which Company may terminate this Agreement immediately for default notwithstanding any right of Provider to cure. Provider further represents and warrants that persons performing Services on behalf of Provider or its Representatives do not (i) appear on, and are not associated with, any name or entity on the U.S. Department of Commerce Entity List and Denied Persons List, the U.S. Department of Treasury Specially Designated Nationals and Blocked Persons List or the U.S. Department of State Debarred Parties List; (ii) do not appear on the European Commission Service for Foreign Policy Instruments consolidated list of persons, groups and entities subject to EU financial sanctions from the Financial Sanctions Database (iii) any other applicable countries' sanctions list(s) including Canada's Special Economic Measures Act consolidated list of persons and similar other Canadian sanctions lists including, without limiting the generality of the foregoing, the Entities List of the Criminal Code of Canada, the Sergei Magnitsky Law and the Freezing Assets of Corrupt Foreign Officials Act or (iv) sanctions imposed by the United Nations Security Council. Provider is responsible for accessing the available lists to comply with this Section. Provider and its Representatives (i) are not located in, will not use Company information or materials from within or to support any activity in, and are not acting on behalf of any country or territory that is subject to any applicable trade or economic sanctions or embargoes or

trade restrictive measures including export restrictions and (ii) will not export, re-export, transfer, retransfer or release, directly or indirectly, Company information or materials in violation of the Export Control Laws (as defined in Section 39 of this Agreement), if applicable, without first completing all required undertakings (including obtaining any necessary governmental approvals and permits). Neither Provider nor any Provider Representatives have violated or are in violation of the Anti-Boycott Laws or similar or equivalent Discriminatory Business Practices Laws (as defined in Section 39 of this Agreement) and do not participate in business discrimination practices or international boycotts of any type.

Provider represents, warrants and agrees that, for every deliverable (or component thereof) consisting of intellectual property, images, voice over or video footage or any other content or materials performed or created by any third party or otherwise owned or controlled by any third party, Provider has obtained and possesses or will obtain at the relevant time all licenses, consent releases and other appropriate documentation necessary and appropriate for Company to use the applicable deliverable in accordance with the terms of this Agreement (such documentation is herein referred to as "**Usage Rights Documentation**"). Provider shall store and maintain all Usage Rights Documentation, relating to books and records regarding performance, in accordance with the terms of this Agreement. Provider shall, in accordance with the terms of this Agreement or upon Company's request, provide all Usage Rights Documentation to Company.

Except as specifically set forth herein, any warranty corresponding to Provider's performance hereunder, or a portion thereof, including without limitation performance under its warranty obligations, shall continue for a period of the longer of (i) 12 (twelve) months following completion of such performance and Company's written acceptance of such performance or (ii) Provider's standard warranty period. Notwithstanding the foregoing, this term of warranties shall not limit the duration of any applicable third-party warranties. If Company discovers any defect in material or workmanship during the warranty period, upon receipt of notice from Company, Provider will at a minimum, remedy the defect or replace the Goods promptly upon notice from Company, at no additional cost to Company. All costs incidental to the repair or replacement of the Goods, including, but not limited to, shipping, removal, redesign, disassembly, reinstallation, reconstruction, retesting and re-inspection, will be borne by Provider. If Provider refuses or is not able to repair or replace any defect, Company may retain a third party to correct such defects and Provider must pay the full cost thereof. This warranty is not sole or exclusive and is in addition to any other express or implied warranties set forth in this Agreement or provided by law.

**22. INSURANCE.** Where any service is to be performed in connection with the Order, Provider must maintain the following insurance coverage, which must be primary coverage. All insurance coverage must be in full force and effect at all times during performance of the Services. Prior to commencement of the Services, Provider must deposit a certificate of insurance with Company on the ACORD form evidencing the coverage set forth in this Agreement and naming Company as an "**additional insured**". Provider's insurer must maintain a Best rating of "A" or better and be acceptable to Company. Unless otherwise specifically modified in this Agreement, the following minimum limits are required: insurance required by Applicable Laws with respect to Provider's status as an employer; Workers' Compensation - Statutory; Employer's Liability - \$1,000,000; Commercial General Liability on occurrence basis, including blanket contractual liability, products and completed operations - \$1,000,000 combined, single limit Bodily Injury & Property Damage per occurrence, and \$1,000,000 aggregate  
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where applicable; Automobile Liability - \$1,000,000 combined single limit, per accident; and any other applicable insurance.

**23. GENERAL INDEMNIFICATION.** Provider shall, to the fullest extent permitted by law, indemnify, defend and hold harmless Company, its Affiliates and Representatives and their directors, officers, employees, agents, successors and assigns ("**Indemnified Parties**") from and against any and all suits, actions, legal or administrative proceedings, claims, liens, and demands brought or maintained by one or more third-parties ("**Claims**") for damages, liabilities, losses, costs, fees, penalties, fines and expenses (including without limitation reasonable attorneys' fees and expenses (both Company's in-house and outside), and costs of investigation, litigation, settlement, and judgment) (including personal injury or death of persons, collectively, "**Losses**") to the extent the Losses arise out of Provider's or its Representatives' actual or alleged breach of Provider's material representations, covenants or warranties contained herein (it being acknowledged and agreed that breaches of representations, covenants and warranties regarding confidentiality and compliance with Applicable Laws are material); provided, however, Provider shall have no obligation to indemnify, defend, or hold harmless the Indemnified Parties to the extent the Claim arises out of any Indemnified Party's negligence or intentional wrongdoing.

**24. PROPRIETARY RIGHTS INDEMNIFICATION.** Provider shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the Indemnified Parties from and against any and all Claims based upon an alleged or actual violation or infringement of any patent, copyright, trademark, service mark, trade secret or other legally protected proprietary right ("**Infringement Claim**") relating to the use, including without limitation sale, transfer or other disposition, of any Work Product or other deliverables ("**Deliverables**"). If any Deliverables are the subject of an Infringement Claim, such use of any such Deliverables is enjoined in connection with an Infringement Claim, or in Company's or Provider's opinion any deliverables are likely to become the subject of an Infringement Claim, then Provider, at its sole expense, must promptly undertake to procure for Company the right to continue such use of such Deliverables. If such right cannot be promptly procured on terms and conditions acceptable to Company in Company's sole discretion, Provider must, at Provider's sole expense and without limiting any of Company's other rights or remedies hereunder, do the following: (i) modify such Deliverables to render them non-infringing, but functionally equivalent subject to Company's acceptance of such modified Deliverables in Company's sole discretion; (ii) substitute such Deliverables with replacements that are non-infringing, but functionally equivalent subject to Company's acceptance of such substitute Deliverable in its sole discretion; or (iii) if Provider using Provider's best efforts is unable to accomplish item (i) or (ii) above, refund to Company amounts actually paid by Company for such Deliverables.

**25. ASSIGNMENT AND SUBCONTRACT.** Provider may not assign or subcontract this Agreement, in whole or in part, without Company's prior written consent, which consent may be withheld at Company's sole discretion.

**26. CONFIDENTIAL INFORMATION.** In connection with this Agreement, Company or its Affiliates or their respective Representatives may disclose to Provider, through observation or otherwise, Company Information (defined below). Provider and its Representatives: (i) may not disclose Company Information to third-parties without prior written approval of Company; (ii) must restrict its use of Company Information to the intended purpose of the Order; and (iii) must limit dissemination of Company Information within its own organization to only those individuals who require disclosure for performance of their duties and who clearly

understand the requirements of this Section. To the extent third-parties disclose Company Information to Provider or its Representatives in connection with the Order, the obligations set forth in this Section (Confidential Information) shall apply to the same extent as if Company had disclosed such information directly to Provider. **“Company Information”** shall mean all information of or relating to Company or its Affiliates or their respective collaborators, licensees, contractors or Representatives, unless specifically identified by Company as non-confidential, regardless of how communicated or stored, including without limitation the following: confidential or proprietary information; Work Product; trade secrets; data; drafts; documents; communications; plans; know-how; negative know-how; formulas; improvements; designs; estimates; calculations; test results; specimens (including without limitation biological specimens); schematics; drawings; tracings; studies or research projects and biological specimens, original data, records, documentation, protocols and other such information and materials arising out of or in support of studies or research; specifications; surveys; facilities; photographs; documentation; software; equipment; processes; programs; reports; orders; maps; models; agreements; ideas; methods; discoveries; inventions; patents; concepts; research; development; business and financial information; and potential business opportunities between Company or its Affiliates, on the one hand, and Provider or its Affiliates, on the other hand. Provider must return to Company all Company Information in tangible form, including without limitation all copies, translations, interpretations, derivative works and adaptations thereof, immediately upon request by Company. Neither Provider nor Provider’s Representatives may use the Company Information for the benefit of any person or party other than Company, or in furtherance of any work, Services or projects other than the Services or projects for which Provider is engaged pursuant to the Order. After the completion of performance of Services for a project (or after the termination of this Agreement), Provider shall prohibit all persons other than Provider’s legal department and any of its Representatives performing warranty work for Company from accessing the Company Information.

To the extent Provider discloses to Company information pertaining to its performance hereunder (including information disclosed during any audits related to the Order) that is confidential, Provider must clearly identify such information as “CONFIDENTIAL” (by marking all written information with “CONFIDENTIAL”) and, if disclosed visually, reduce such to writing, mark such as “CONFIDENTIAL,” and send the writing to Company within 30 (thirty) days after disclosure (**“Provider’s Information”**). With respect to such Provider’s Information, Company shall use good faith efforts to: (i) protect all such Provider’s Information from disclosure in violation of this Section and (ii) restrict the use of Provider’s Information to the intended purpose of the Order. Company Information and Provider’s Information are collectively referred to as **“Confidential Information”**.

The obligations set forth in this Section shall not apply to any portion of Confidential Information which (i) is or later becomes generally available to the public by use, publication or the like, through no act or omission of the recipient hereunder of such, or (ii) the receiving party possessed prior to the date that Company issued the Order to Provider without being subject to an obligation to keep such confidential, or (iii) is independently developed by the receiving party without use or reference to the other party’s information. In the event the receiving party becomes legally compelled to disclose any Confidential Information of the disclosing party, the receiving party shall immediately provide the disclosing party with notice thereof prior to any disclosure, shall use its best efforts to minimize the extent of disclosure, and shall cooperate with the other party should such other party seek to obtain a protective order or other appropriate remedy. The obligations

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of this Section (i) with respect to Confidential Information that constitutes a “trade secret” (as defined by Applicable Law) will survive the termination of this Agreement for so long as such Confidential Information remains a trade secret under Applicable Law, and (ii) with respect to all other Confidential Information, will survive the termination of this Agreement for a period of five years from termination, or so long as required by Applicable Law.

**27. PUBLICITY.** Except for the purposes of performance hereunder, without Company’s prior written consent, which may be withheld at Company’s sole discretion, Provider and its Representatives shall not use (including without limitation use in any publicity, advertising, media release, public announcement or other public disclosure) (i) any name, acronym, symbol or other designation by which Company or its Affiliates or any of their respective human therapeutics, products or other materials is known or (ii) the names of any agent or employee of Company or its Affiliates (each a **“Prohibited Use”**). Provider shall immediately notify Company in each event of a Prohibited Use and, at Provider’s sole cost and expense, without limiting Company’s rights and remedies hereunder, Provider shall, and shall cause its Representatives, to immediately cease and desist each such Prohibited Use and take such other actions as requested by Company.

**28. WAIVER.** No action or inaction by either party hereto shall be construed as a waiver of Company’s rights under this Agreement or as provided by law. None of the terms of this Agreement may be waived except by an express agreement in writing signed by Company. The failure or delay of Company in enforcing any of its rights under this Agreement shall not be deemed a continuing waiver of such right. The waiver of one breach hereunder shall not constitute the waiver of any other or subsequent breach.

**29. REMEDIES CUMULATIVE.** No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative, in addition to, and not in lieu of any other remedies available at law or in equity.

**30. SEVERABILITY.** In the event any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held illegal, invalid or unenforceable, in whole or in part, by a competent authority, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with Applicable Law. The legality, validity and enforceability of the remaining provisions shall not be affected thereby and shall remain in full force and effect.

**31. SURVIVAL.** Provider’s obligations under any provisions set forth in this Agreement related to ownership of deliverables, confidentiality, publicity, governing law and indemnification or which contemplate performance or observance subsequent to termination or expiration of this Agreement shall survive such expiration or termination.

**32. GRATUITIES; COMPANY REQUIREMENTS; ANTI-CORRUPTION LAWS; PROVIDER CONDUCT.** Provider, on behalf of itself and its Representatives, represents and warrants that they (i) have not and will not offer or give to Company or any of its Representatives gifts, entertainment, payments, loans or other gratuities in order to, or that may, influence the award of a contract or obtain favourable treatment under any agreement with Company or its Representatives and (ii) have not and will not use funds provided by the federal government of Canada to influence or attempt to influence any employee of the said federal government or a member of Parliament in connection with the Order. Provider acknowledges and agrees that Company Requirements (defined below) are applicable to Provider. Provider represents and warrants that its actions and

inactions, as the case may be, and those of its Representatives shall be in compliance with the Company Requirements. “**Company Requirements**” shall mean without limitation (i) any of Company’s safety, security and compliance rules, programs and policies as applicable to Provider or Provider’s performance hereunder made available to Provider; (ii) Company’s Code of Conduct (available at [www.amgen.com/about/how-we-operate/business-ethics-and-compliance/staff-code-of-conduct/](http://www.amgen.com/about/how-we-operate/business-ethics-and-compliance/staff-code-of-conduct/)); (iii) Company’s Supplier Code of Conduct (available at [www.amgen.com/partners/suppliers/supplier-resources/supplier-code-of-conduct/](http://www.amgen.com/partners/suppliers/supplier-resources/supplier-code-of-conduct/)); and (iv) and those policies, codes, rules, standards, procedures and other governance documents of Company made available to Provider that are applicable to persons or entities conducting business with or for Company 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 Company from time to time in its sole discretion. Provider represents, warrants and covenants, as of the date that Company issued the Order to Provider to and through the expiration or termination of this Agreement, (1) that Provider, and, to the best of its knowledge, Provider’s Representatives shall not, directly or indirectly, offer, pay, promise to pay, or authorize such offer, promise or payment, of anything of value, to any person 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 Provider’s books, accounts, records and invoices related to this Agreement or related to any work conducted for or on behalf of Company are and will be complete and accurate and (3) that Company may terminate this agreement if (a) Provider or Provider’s Representatives fails to comply with the Anti-Corruption Laws or with this provision, or (b) Company has a good faith belief that Provider or Provider’s Representatives has violated, intends to violate, or has caused a violation of the Anti-Corruption Laws. If Company requires that Provider complete a compliance certification, Company may also terminate this Agreement if Provider (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. Company shall have the right, at any time, to terminate, in whole or in part, this Agreement or any Services hereunder immediately upon written notice to Provider if, at any time during the term of this Agreement, Provider and/or Provider’s Representatives (a) is charged or indicted with any felony or crime involving moral turpitude including, for greater certainty, Anti-Corruption Laws, (b) is convicted or pleads “no contest” to any felony or any crime involving moral turpitude, (c) if the Services include Select Services (defined below), makes any public statement or commits any public act disparaging of Company or Company’s products, or (d) if the Services include Select Services, acts or fails to act (or it becomes known during the term that prior to the commencement of the term, Provider and/or Provider’s Representatives acted or failed to act) in a way that brings Provider, Provider’s Representatives, Company or Company’s products into public disrepute or ridicule, or which insults or offends community standards, or which might injure or reflect badly on Company or Company’s products (and, for avoidance of doubt, termination pursuant to this Section shall be a termination for cause). In the event of any termination based on this Section, without limiting any other rights or remedies, (i) any amounts payable by Company hereunder shall be subject to reduction and offset for any damages caused to Company resulting from Provider’s and/or Provider’s Representatives’ conduct that is contrary to this Section, (ii) to the extent that Company pre-paid any amounts (e.g., paid for Services before they were rendered or completed, paid a retainer, or made a payment at the beginning of the year for the entire year) to Provider, Provider

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will promptly reimburse the applicable pro-rated amount to Company, and (iii) if the Services include Select Services, (A) upon notice to Provider, Company may suspend Provider’s performance of all or any part of the Services during Company’s investigation of statements or acts of Provider that Company, acting in good faith, reasonably suspects could be of the nature set forth in subsections (c) or (d), above, and (B) Company may demand that Provider, and if so demanded, Provider shall, cease making such statements or engaging in such conduct. “**Select Services**” means Services that include the following: lobbying; Provider or its Representatives acting as Company’s or one or more of its Affiliates’ agent; Provider or its Representatives making statements on behalf of, or acting as a spokesperson for, Company or its Affiliates or making statements regarding Company or its Affiliates’ human therapeutic products, campaigns or capabilities.

**33. GOVERNING LAW/VENUE.** This Agreement is governed and shall be construed and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein without regard to principles of conflicts of law. Company and Provider attorn to the exclusive jurisdiction of the Courts of the Province of Ontario.

**34. COVERED INDIVIDUALS AND ENTITIES.** If Provider is or becomes a Covered Individual and Entity or is or becomes owned, operated or controlled by one or more Covered Individual and Entity, Provider shall notify Company of such and, after receipt of such notification or upon Provider becoming a Covered Individual and Entity, Provider agrees that Company shall have the right, upon notice to Provider and without further agreement or acknowledgement of Provider, to modify the terms of this Agreement as Company determines, in its reasonable discretion, is necessary or required to comply with Company’s or, as applicable, one or more of its Affiliate’s requirements for interactions with a Covered Individual and Entity (including without limitation conformance of the Compensation to fair market value and imposition of additional reporting or documentation obligations). Additionally and without limiting any other rights or remedies of Company, if on or after the date that Company issued the Order to Provider, Provider is or becomes a Covered Individual and Entity or is or becomes owned, operated or controlled by one or more Covered Individual and Entity, Company shall have the right to terminate this Agreement or suspend Provider’s performance hereunder by notice to Provider, and Company shall not be liable to Provider for any costs, expenses, or losses arising out of such termination or suspension. For the purposes of this Section, “**owned, operated or controlled**” shall mean that one or more Covered Individual or Entities is in a position to direct or control the performance of Provider’s obligations hereunder, or that one or more Covered Individuals or Entities is in a position to direct or control Provider’s management or operations, including, without limitation, when a Covered Individual or Entity owns a majority of the voting power or other equity interests in Provider.

“**Covered Individuals and Entities**” (or, in the singular, “**Covered Individual and Entity**”) shall mean any one or more of HCP, HCI, Payor, Purchaser, Healthcare Industry Professional Societies and Trade Association, and entities owned or operated by one or more HCP, HCI, Payor, Purchaser, or Healthcare Industry Professional Societies and Trade Association. Additionally, the capitalized terms used in the above definition are defined as follows:

“**Healthcare Industry Professional Societies and Trade Association**” shall mean a non-profit or tax-exempt healthcare industry organization seeking to further a particular profession, the interests of individuals engaged in that profession, or the public interest.



“**Healthcare Institution**” or “**HCI**” shall mean a facility that provides health maintenance, or treats illness and injury and can include without limitation any hospital, convalescent hospital, dialysis center, health clinic, nursing home, extended care facility, long-term care home, or other institution devoted to the care of sick, infirm, or aged persons, and is in a position to purchase or influence a purchasing decision for any human therapeutic product marketed, distributed, or sold or any service related thereto provided by or on behalf of Company or any of its Affiliates (each a “**Company Therapeutic Product**”).

“**Healthcare Professional**” or “**HCP**” shall mean any person licensed to prescribe Company products, as well as anyone working for a person licensed to prescribe a Company Therapeutic Product and in a position to influence a purchasing decision, including without limitation physicians and other providers (e.g., nurses, pharmacists), dialysis providers, other office personnel.

“**Payor**” shall mean an organization, including without limitation its directors, officers, employees, contractors and agents, whether private or governmental (e.g., provincial formulary committees and Veterans Affairs), that provides medical and/or pharmacy plans for covering and reimbursing patients and/or Healthcare Professionals from medical expenses incurred including without limitation managed care organizations, pharmacy benefit managers, health maintenance organizations, other healthcare coverage providers, and any similar such organization.

“**Purchaser**” shall mean individuals or entities, including without limitation wholesalers, pharmacies, and group purchasing organizations, that purchase a Company Therapeutic Product to sell to members of the healthcare community or that are authorized to act as a purchasing agent for a group of individuals or entities who furnish healthcare services.

**35. MARKET AND CUSTOMER RESEARCH.** This Section applies to the extent Provider’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/information about a defined audience, designed to systematically investigate, acquire, analyze and report on data and insights with respect to any of the Company’s original markets and/or products (any such activity “**Market Research**”).

(i) Provider shall prohibit any Covered Individual and Entity from participating in any portion of the Services that includes Market Research until the Covered Individual and Entity has executed an agreement with Provider (“**Participant Agreement**”) that complies with the following requirements: (a) the Participant Agreement must set forth the compensation to be paid to any such Covered Individual and Entity; (b) if applicable, the Participant Agreement must address the issues raised by non-anonymous Market Research, Market Research conducted over the Internet or in other formats, adverse event reporting, or Market Research involving Personal Information; and (c) the Participant Agreement must be executed when the Covered Individual or Entity or any of its personnel arrives at the location of an in-person research project, or on-line prior to completing any Internet-based survey.

(ii) Provider shall not make payment to any participant in Market Research until such participant has signed the Provider’s Participant Agreement, if applicable, and satisfactorily performed its obligations related to the Market Research.

(iii) Provider shall conduct the research project consistent with all applicable country codes of conduct, including but not limited to the Council of American Survey Research Organisations’ Code of Standards and Ethics and the International Chamber of Commerce/ESOMAR International Code on Market, Opinion and Social Research and Data Analytics. Provider may only use electronic equipment (taping, recording, photographing) and one-way viewing rooms with the full knowledge of the Market Research participants.

(iv) Provider shall not identify Company or any of its Affiliates as the sponsor of any Market Research, unless otherwise consented to by Company. Provider will not permit any Company Representatives to attend any interviews or focus groups conducted as part of any Market Research.

(v) Provider will abide by the restrictions on the use and disclosure of Personal Information found in (a) Privacy Laws, and (b) any applicable domestic and foreign laws, regulations, rules and industry standards related to consumer protection or the collection, storage, handling, processing and transfer of Personal Information.

(vi) Provider will provide patient level information to Company (i) in a format that is aggregated and de-identified so that Company is unable to identify individual patients (ii) pursuant to a signed consent as required by Privacy Laws, which consent and any modifications thereto shall be in a form reasonably acceptable to Company and shall permit (1) disclosures from Provider to Company or its agents of the individual’s Personal Information as required by and in accordance with the Services and (2) Company’s use of such Personal Information for, at a minimum, the purposes of the project being performed hereunder, including monitoring the accuracy and completeness of the research data.

(vii) Provider shall not use any materials as a stimulus for participants during the research project, including but not limited to, marketing materials, prescribing information, discussion guides, surveys, screening criteria or other materials of a similar nature (“**Project Materials**”), unless the Project Materials have received written approval from the Company for that particular research project.

(viii) To the extent the Services require Provider to ask physicians to recruit participants for Market Research, Provider shall ensure that such patient recruitment is conducted in a manner consistent with clauses (v) and (vi) of this Section.

(ix) With respect to adverse event reporting, Provider shall conduct Market Research in accordance with (a) Company’s safety and adverse event reporting policies and procedures (as each may be revised from time to time) that are applicable to Provider’s performance or obligations under this Agreement and of which Provider is aware, including, without limitation, Company’s Corporate Adverse Event Reporting Policy, Safety Requirements Appendix for Market Research (available at <https://www.amgensuppliers.amgen.com/market-research-safety-reporting-training/market-research-master-data/>) and (b) any and all safety and adverse event reporting training provided to Provider by or on behalf of Company.

(x) Provider shall ensure that no materials containing Company Information are left behind or otherwise provided to participants in Market Research; and, where Company consents to any such disclosure, Provider shall take all reasonable steps to protect such information as Company deems reasonably necessary, including requiring participants to execute confidentiality agreements acceptable to Company.

(xi) Provider's market investigators are members of, and adhere strictly to a professional code of ethics, under, the Society of Competitive Intelligence Professionals and Provider's own code of conduct. Such code of ethics forbids breaching an employer's guidelines, breaking the law or misrepresenting oneself in the performance of its Services. Provider shall perform the Services contemplated hereunder according to such code of ethics. In the event that Company requires additional or more stringent restrictions, Provider shall subscribe to such restrictions in the performance of its Services. Provider shall not use unethical methods, which undermine trust, foster unhealthy competition, or pose unnecessary legal or public relations risks to Company. This, without limitation, includes engaging in acts which would qualify as economic espionage under the Economic Espionage Act of 1996, or which would violate any other United States federal or state laws applicable to obtaining information.

**36. LANGUAGE.** Company and Provider declare that they have requested, and do hereby confirm their request, that this Order, and related documents, be in English. Les party's declarent qu'elles ont exige et parles presentes conferment leur demande que le present contrat ainsi que les documents qui s'y rattachent, soient rediges en anglais.

**37. DISCLOSURE LAWS.** Notwithstanding anything to the contrary in this Agreement, Provider acknowledges and agrees that (i) Company is permitted to publicly disclose information regarding this Agreement to comply with Applicable Laws, ("**Disclosure Laws**") and (ii) this information may include without limitation payments, or other transfers of value, made on behalf or at the request of Company to physicians, teaching hospitals, and other persons or entities that are the subject of the Disclosure Laws (each a "**Disclosure Subject**"). Provider agrees to promptly respond to, and cooperate with, reasonable requests of Company regarding collection of information required by Company to comply with Disclosure Laws. Provider shall collect and, no later than 30 (thirty) days after each calendar quarter during the term and no later than 30 (thirty) days after the termination or expiration of the Agreement, submit in a format reasonably requested by Company the following information for each Disclosure Subject that, in connection with or as a result of performance of the Services, received payments or other transfers of value in the calendar year prior to the year in which such submittal is to be made hereunder: (a) the amounts, dates, and description of payments made to, or other transfers of value to, each Disclosure Subject; (b) the name, address, specialty(ies), state and/or provincial or territorial professional college license number, and, if applicable, National Provider Identifier number of each Disclosure Subject; (c) a description of the Goods or Services provided by each Disclosure Subject in return for such payments or transfers of value; and (d) any other information required by Company to comply with Disclosure Laws.

**38. FORMER EMPLOYEES OF COMPANY.** Provider is hereby notified that certain former employees of Company or its Affiliates have entered into agreements which prohibit such former employees from future engagement with Company or its Affiliates including without limitation as a consultant, temporary employee, or contractor (each a "**Prohibited Former Employee**"). If a Prohibited Former Employee is employed or engaged by Provider to contribute to the performance of Provider's obligations under this Agreement, Provider shall prohibit the Prohibited Former Employee from contributing to the performance of Provider's obligations under this Agreement upon notice from Company requesting such.

**39. EXPORT CONTROL; ECONOMIC SANCTIONS; ANTI-BOYCOTT COMPLIANCE; DISCRIMINATORY BUSINESS PRACTICES COMPLIANCE.**

**Export Control.** With respect to this Agreement, Provider shall, and shall cause its Representatives to, comply with all applicable export control laws and regulations including the Export and Import Permit Act and Regulations issued thereunder and U.S. Export Administration Regulations (collectively, "**Export Control Laws**"), and Provider acknowledges that certain material such as Company Information may be subject to Export Control Laws. If engaging an external work force or staff augmentation, Provider shall not, and shall cause its Representatives not to, supply the Services hereunder from: (i) a Restricted Country or (ii) a citizen or resident in a Restricted Country. Provider shall perform reasonable due diligence on its Representatives in accordance with economic, trade and financial sanctions and Export Control Laws prior to providing any Services to Company. For purposes of this Agreement, the term "**Restricted Country**" shall include, but not be limited to, Crimea region of Ukraine, Cuba, Iran, North Korea, Sudan and Syria.

**Economic Sanctions.** Neither Provider nor its Representatives are or are owned, controlled by or acting on behalf of, directly or indirectly, any person, government or entity listed on any applicable country's economic or financial sanction regime or subject to any economic or financial sanctions of any applicable country's economic or financial sanction regime, including Canada, the European Union and the Office of Foreign Assets Control. Neither Provider nor its Representatives is subject to, or aware of any pending investigation or proceedings, whether civil or criminal, or any order, decree or judgment in connection with the actual or suspected violation of any applicable economic, trade and financial sanctions or is making or is reasonably anticipating making a voluntary disclosure to any government for any violation of such sanctions. Provider and its Representatives have not and will not engage directly or indirectly in any transaction on behalf of Company or its Affiliates that will cause Company to violate or that could cause Company to potentially violate any applicable country's economic, trade and financial sanctions regime.

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

**Discriminatory Business Practices Compliance.** With respect to this Agreement, Provider and its Representatives will (i) comply with all applicable discriminatory business practices laws and regulations, including laws and regulations of any level of government of Canada ("**Discriminatory Business Practices Laws**") and, without limiting the generality of the foregoing, (ii) refrain from the following (a) refusing to do business with a person where the refusal is on account of the nationality, ancestry, place of origin or geographical location of the person or a third person with whom the person conducts or may conduct business; (b) discriminating against persons based on colour, creed, ancestry sex, place of origin or geographical location of the person; (c) seeking a statement, whether written or oral, that any Goods or Services supplied or rendered by any person does not originate in whole or in part in a specific location, territory or country for the purpose of engaging in a

discriminatory business practice contrary to Discriminatory Business Practices Laws; or (d) providing or agreeing to provide information about the colour, creed, ancestry, sex, or place of origin or geographical location of another person in order to engage in a discriminatory business practice contrary to Discriminatory Business Practices Laws.

#### 40. DATA PRIVACY AND SECURITY.

**Processing of Company Data.** If Provider processes Personal Information on behalf of Company, Provider shall comply with Provider's Privacy and Data Protection Schedule. Provider shall not provide Company with any Personal Information.

**Information Security.** Provider must comply with Company's information security policies, procedures and standards, as well as Company's Information Security Schedule, as applicable.

**Restricted Data Elements.** Except as expressly set forth in this Agreement or otherwise authorized in advance and in writing by Company, Provider shall not provide anything to Company that contains any of the following information about an individual (each, a "**Restricted Data Element**"): social security or taxpayer identification number; social insurance number; driver's license or other state, territory, or province-issued identification number; credit card or other financial account number; health insurance information, including identification number; medical information, including medical records and related photographs, videos, x-rays, or other images, and audio recordings of a patient; passport number or other identification number issued by a governmental authority; alien registration number; mother's maiden name, when labeled as such; employee identification number; DNA or other biometric data, such as fingerprints and retinal scans. Unless, and then only to the extent, the Order expressly requires or Company otherwise authorizes in advance and in writing to Provider that Provider provide Company with Personal Information, Provider will, and will cause its Representatives to, redact all Restricted Data Elements from any documents or other materials that Provider or its Representatives provide to Company. To the extent the Order expressly requires or Company otherwise authorizes in advance and in writing that Provider provide Company with Personal Information, Provider represents and warrants that it has all of the necessary and required consents from the individual to whom the Personal Information relates.

#### **INFORMATION SECURITY REQUIREMENTS SCHEDULE**

This Information Security Requirements Schedule ("**Information Security Schedule**") supplements (and is not intended, and shall not be interpreted, to limit the terms of the Agreement) and is governed by the terms and conditions of the Agreement to which it is attached. Any defined terms not otherwise defined herein shall have the meanings set forth in the Agreement. In addition to requirements set forth in the Agreement, Provider shall handle, treat, store, access (or limit access), and otherwise protect Company's Confidential Information (or similarly defined term in the Agreement) in accordance with the terms of this Information Security Schedule.

1. **INFORMATION SECURITY PROGRAM REQUIREMENTS STANDARDS.** Provider shall implement, and warrants that it will implement throughout the Term of the Agreement, a documented information security program that is based on one or more of the following industry standard information security frameworks (each an "**Information Security Industry Standard**"):

- a) International Organization for Standardization ("**ISO**") / International Electrotechnical Commission ("**IEC**") ISO/IEC 27002:2013 – *Information technology – Security techniques – Code of practice for information security controls*; or
- b) American Institute of Certified Public Accountants ("**AICPA**") Trust Services Principles, Criteria and Illustrations; or
- c) Information Security Forum ("**ISF**") Standards of Good Practice ("**SoGP**") for Information Security; or
- d) National Institute of Standards and Technology ("**NIST**") Special Publication 800-53 – *Security and Privacy Controls for Federal Information Systems and Organizations*; or
- e) Information Systems Audit and Control Association ("**ISACA**") *Control Objectives for Information and related Technology* (COBIT).

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

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

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

- a) To the extent Provider does not already employ one, Provider shall develop and maintain a reasonable and appropriate written data security policy that requires implementation of technological, physical, administrative and procedural controls to protect the confidentiality, integrity and availability of Company's Confidential Information that encompasses access, retention, transport and destruction, and that provides for disciplinary action in the event of its violation;
- b) Provider shall implement reasonable restrictions regarding physical and electronic access to Company's Confidential Information, including but not limited to physical access controls, secure user authentication protocols, secure access control methods (including privileged access), network security and intrusion prevention protection, malware protection, controls for patch management and updates, and use of industry standard encryption where appropriate or required by Applicable Laws (or such similar term in the Agreement);
- c) Provider shall prevent terminated employees from accessing Company's Confidential Information by immediately terminating their physical and electronic access to such information;

- d) Provider shall employ assessment, logging, monitoring and auditing procedures to ensure internal compliance with these safeguards;
- e) Provider shall conduct an assessment of these safeguards at least annually.
- f) Controls for, at Company's direction, (a) preserving any Company's Confidential Information and data and any information transmitted through EIS in accordance with Company's instructions and requests, including without limitation any retention schedules and/or litigation hold orders provided by Company to Provider, independent of where the information is stored; (b) destroying Company's Confidential Information (such that the information is rendered unusable and unreadable) or, at Company's sole discretion, returning Company's Confidential Information to Company in a format requested by Company and at Provider's expense, when it is no longer needed for Provider to perform its obligations under the Agreement. Within thirty (30) days following termination of the Agreement (or any Order), Provider shall provide Company with written certification that all such information has been returned or deleted or both, as applicable;
- g) Methods for limiting access to Company's Confidential Information and to EIS only to Provider's Representatives, including Subcontractors, who have a need for such access in order to perform Services or supply Goods under the Agreement, which shall include without limitation (a) permitted access methods; (b) an authorization process for users' access and privileges; and (c) maintenance of a list of authorized users.

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

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

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

- a) immediately conduct a reasonable investigation of the reasons for and circumstances surrounding such Incident, including without limitation performing a root cause analysis on the Incident, informing Company of the root cause analysis and remedial actions and schedule to prevent the same or similar Incident. Provider shall consider in good faith all comments that Company provides with respect to the investigation, remedial actions or schedule;
- b) take all necessary actions to prevent, contain, and mitigate the impact;
- c) without limiting any other notification obligations under the Agreement, provide notice to Company promptly by electronic mail at [csoc@amgen.com](mailto:csoc@amgen.com) ("**Incident Notice**"), but in no event later than twenty-four (24) hours, after Provider or its Representatives discovered or became aware of an Incident. The Incident Notice shall contain at a minimum the following information:
  - (i) Description of the Incident, including information related to what (if any) Company Confidential Information or applications, was the subject of or affected by the Incident;
  - (ii) Actions taken by the Provider to remediate the Incident and any countermeasures implemented by Provider to prevent future Incidents;
  - (iii) The name and contact information of the Provider's staff member that can act as a liaison between Company and Provider; and
  - (iv) Any other relevant information (including indicators of compromise) that can help Company protect itself from the Incident.
- d) collect and preserve all evidence concerning the discovery, cause, vulnerability, exploit, remedial actions and impact;
- e) at Company's request, provide notice in a manner and format reasonably specified by Company to governmental authorities and/or affected individuals;
- f) provide Company with: (i) weekly written status reports concerning mitigation and remediation activities and (ii) any documents and information reasonably requested by Company;
- g) at Company's request, reasonably cooperate and coordinate with Company concerning Company's investigation, enforcement, monitoring, document preparation, notification requirements and reporting concerning Incidents and Provider's and Company's compliance with Applicable Laws and/or relevant industry standards; and reasonably cooperate with Company in the event that Company notifies third-parties of the Incident.

**5. ENCRYPTION.** Provider shall encrypt all Company Confidential Information at rest or in transit between Provider and Company and between Provider and all third-parties (including Provider's Representatives). 'Encryption' must utilize, (1) for data at rest, encryption consistent with National Institute of Standards and Technology ("NIST Special Publication 800-111 and (2) for data in transit, encryption that complies with Federal Information Processing Standard 140-2 and such other encryption standards as the US Secretary of Health and Human Services formally publish, from time to time, as being adequate to render data unusable, unreadable, or indecipherable.

#### **PRIVACY AND DATA PROTECTION SCHEDULE**

This Privacy and Data Protection Schedule ("**Privacy Schedule**") supplements (and is not intended, and shall not

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

#### 1. DEFINITIONS

**"EU Data Protection Laws"** means, as in effect from time to time, with respect to the Processing of Personal Information, the applicable data privacy laws of the European Union General Data Protection Regulation (Regulation (EU) 2016/679) (GDPR), together with any national implementing laws in any Member State of the European Union or, to the extent applicable, in any other country, including without limitation the United Kingdom with the UK-GDPR and the Data Protection Act as well as Switzerland with the Federal Data Protection Act, as amended, repealed, consolidated or replaced from time to time.

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

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

**"Privacy Incidents"** means any actual or reasonably suspected: (1) unauthorized access to or theft of Personal Information; (2) unauthorized use of Personal Information by a person with authorized access to such Personal Information for purposes of actual or reasonably suspected theft, fraud or identity theft; (3) unauthorized disclosure or alteration of Personal Information; (4) accidental or unlawful destruction of Personal Information; or (5) loss of Personal Information.

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

Laws, and all data breach notification and information security laws and regulations specific thereto.

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

**"Standard Contractual Clauses"** means the model contract clauses that have been "pre-approved" and published (and may be amended from time to time) by the European PO CND (4 24)

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

#### 2. PROCESSING OF PERSONAL INFORMATION

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

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

**2.3 Processing of European Personal Data.** Without limiting Provider's obligations elsewhere in this Privacy Schedule, to the extent Provider is Processing European Personal Data under the Agreement, Provider acknowledges and agrees that (a) Company is the "controller" (as defined in EU Data Protection Laws) of such European Personal Data and (b) Provider is a "processor" (as defined in EU Data Protection Laws), and except as expressly set forth otherwise herein, if and when Provider Processes such European Personal Data in jurisdictions outside of the EEA, such Processing will occur only in jurisdictions that have been deemed by the European Commission or by the relevant national data protection authorities to provide an adequate level of data protection ("**Adequate Jurisdiction**").

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

(a) From time to time, Provider may develop, adopt and

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

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

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

(d) If Provider Processes Swiss Personal Data under the Agreement, the Standard Contractual Clauses as detailed in the SCC Appendix shall be further supplemented with the additional terms described in the “**Swiss Addendum**”, which is attached hereto and shall be incorporated herein by reference.

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

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

### **3. SAFEGUARDS AND CONTROLS**

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

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

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

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

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

### **5. PRIVACY INCIDENTS**

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

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

6.1 Independent of where Personal Information is stored, in accordance with Company’s instructions and requests

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

## 7. DATA SUBJECT ACCESS REQUESTS

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

### SCC APPENDIX

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

## 1. ANNEXES

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

### A. LIST OF PARTIES

#### Data exporter:

1. The Name of the data exporter shall be the party identified as the Company in the preamble of the Agreement. The Address of the data exporter shall be the address of the Company described in the notice provision of the Agreement. The Contact person's name, position and contact details shall be: Chief Privacy Officer, [privacy@amgen.com](mailto:privacy@amgen.com).

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

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

The Role of the data exporter is controller.

#### Data importer:

2. The Name of the data importer shall be the party identified as the Provider in the preamble of the Agreement. The Address of the data importer shall be the address of the Provider described in the notice provision of the Agreement. The Contact person's name, position and contact details for the data importer shall be: Provider's data privacy office or as otherwise identified in Provider's privacy policy published on Provider's publicly available website

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

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

The Role of the data importer is processor.

## B. DESCRIPTION OF TRANSFER

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

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

- *Categories of personal data transferred:*

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

- *The frequency of the transfer:*

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

- *Nature of the processing:*

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

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

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

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

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

## C. COMPETENT SUPERVISORY AUTHORITY

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

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

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

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

## 2. AMENDMENTS TO THE STANDARD CONTRACTUAL CLAUSES

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

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

as follows:

- 2.2.1. For purposes of the Standard Contractual Clauses, the Parties agree to the terms and conditions of OPTION 1: SPECIFIC PRIOR AUTHORISATION, revised as follows:  
The data importer shall not sub-contract any of its processing activities performed on behalf of the data exporter under these Clauses to a sub-processor without the data exporter's prior specific written authorisation. The data importer shall submit the request for specific authorisation at least thirty (30) days prior to the engagement of the sub-processor, together with the information necessary to enable the data exporter to decide on the authorisation. The list of sub-processors already authorised by the data exporter can be found in Annex III. The Parties shall keep Annex III up to date.
- 2.2.2. The paragraph entitled, "OPTION 2: GENERAL WRITTEN AUTHORISATION" is hereby deleted in its entirety
- 2.3. Amendment to Clause 11 (Redress). Clause 11 (Redress) of the Standard Contractual Clauses is amended by deleting in its entirety the optional wording identified as "[OPTION]" in Clause 11(a).
- 2.4. Amendment to Clause 13 (Supervision). Clause 13 (Supervision) of the Standard Contractual Clauses is amended by deleting and restating subsection (a) in its entirety as follows:  
(a) The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.

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

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

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

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

these Clauses shall be resolved by the courts of England and Wales. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in the United Kingdom. The Parties agree to submit themselves to the jurisdiction of such courts.

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

**UK ADDENDUM  
International Data Transfer Addendum to the EU  
Commission Standard Contractual Clauses**

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

**Part 1: Tables**

**Table 1: Parties**

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

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

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

**Table 2: Selected SCCs, Modules and Selected Clauses**

Addendum EU SCCs		<input type="checkbox"/> The version of the Approved EU SCCs which this Addendum is appended to, detailed below, including the Appendix Information: Date: Reference (if any): Other identifier (if any): Or <input checked="" type="checkbox"/> the Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum:				
Module	Module in operation	Clause 7 (Docking Clause)	Clause 11 (Option)	Clause 9a (Prior Authorisation or General Authorisation)	Clause 9a (Time period)	Is personal data received from the Importer combined with personal data collected by the Exporter?
2	Module Two	Per Section 2.1 of the SCC Appendix	Per Section 2.3 of the SCC Appendix	Per Section 2.2 of the SCC Appendix	Thirty (30) days	N/A

**Table 3: Appendix Information**

"Appendix Information" means the information which must be provided for the selected modules as set out in the Appendix of

Notwithstanding anything herein to the contrary, with respect to United Kingdom Personal Data, any dispute arising from



the Approved EU SCCs (other than the Parties), and which for this UK Addendum is set out in:

Annex 1A: List of Parties: See Section A of SCC Appendix  
 Annex 1B: Description of Transfer: See Section B of SCC Appendix

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

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

**Table 4: Ending this Addendum when the Approved Addendum Changes**

Ending this Addendum when the Approved Addendum changes	Which Parties may end this Addendum as set out in Section 19: <input type="checkbox"/> Importer <input type="checkbox"/> Exporter <input checked="" type="checkbox"/> neither Party
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**SWISS ADDENDUM**

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

- 1.1. Pursuant to the Swiss Federal Data Protection and Information Commissioner’s guidance of 27 August 2021, “The transfer of personal data to a country with an inadequate level of data protection based on recognised standard contractual clauses and model contracts,” the Parties agree to adopt the GDPR standard for data transfers subject to the Swiss Federal Act on Data Protection and for data transfers subject to the GDPR (Case Two, Option Two).
- 1.2. Applicable law for purposes of Clause 17 and place of jurisdiction for purposes of Clause 18(b) shall be as provided in Sections 2.5 and 2.6, respectively, of the SCC Appendix.
- 1.3. The term “member state” in the European Commission’s Standard Contractual Clauses must not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18(c).

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

