

PURCHASE ORDER TERMS

This purchase order and all attachments hereto or references contained herein (collectively, "Order") is issued for the purpose of acquiring the goods or services described in such Order and, unless otherwise expressly stated in writing by Company (as defined below) in the Order, shall be governed by these Purchase Order Terms and Conditions with these Purchase Order Terms and Conditions hereby incorporated by reference in the Order. The Amgen entity identified on the purchase order ("Company" or "Buyer") and the seller identified on the purchase order ("Provider" or "Seller") agree to be bound by the terms and conditions of this Order. This Order 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 set forth in this Order. No amendments, modifications, substitutions, or supplements to this Order are binding unless in writing and signed by Company's designated representative. Unless expressly specified otherwise, Company is not obligated to purchase any amount of goods or services from Provider and is not obligated to purchase goods or services exclusively from Provider. The article and section headings contained in this Order are for reference purposes only and have no effect on the interpretation of this Order 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.

1. DELIVERY OF GOODS. Provider must provide all goods in accordance with Applicable Laws (as defined below) and this Order. Unless otherwise specified, Provider must ship all goods FOB destination and include a packing slip, including the applicable Order number, on the outside of the container of each package shipped. If this Order is canceled in whole or in part because of Provider's default, Company may retain or return any goods received under this Order and without limiting Company's other remedies, Provider must reimburse Company for (i) all costs of shipping or storing any returned goods and (ii) any amount previously paid by Company for the returned goods.

2. INSPECTION, TESTING AND QUALITY CONTROL. Provider must have and maintain inspection and quality control systems appropriate for the supply of the goods and services. All inspection records and other documents required by this Order 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 this Order. Without the prior written consent of Company, Provider shall not insert into any goods or software any code which would have the effect of disabling or otherwise shutting down all or any portion of the goods. If any goods or software contains a disabling code, Provider shall not invoke such disabling code at any time without Company's prior written consent. Company may inspect or test the goods or services at all reasonable times or places prior to final acceptance and Provider shall provide access to or, as appropriate, samples of goods to support such. Company's inspection or testing, or lack thereof, shall not relieve Provider of its obligation to furnish conforming goods or services. Provider must make repairs or replacements arising from any test or inspection at its sole cost and expense within the lead-time for the goods or services.

3. PERFORMANCE. Provider's performance hereunder must meet the Standard of Care (as defined below) and comply with Applicable Laws. Company has the right to stop Provider's activities occurring 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 to the extent caused by Provider or its Representatives. For purposes of this Order, "Representatives" shall 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 Order and, with respect to Provider, shall include without limitation any and all subcontractors and such subcontractors' directors, officers, employees and agents. The presence of such conditions or a Provider's failure or refusal to correct the same within a reasonable time, as determined by Company, shall constitute a default under this Order and Company shall have the right to terminate this Order, in whole or in part, pursuant to the terms hereunder.

4. PERSONNEL/PROPERTY. Provider's Representatives who are required to enter Company's premises or use Company's systems or property shall abide by Company's rules, policies, and restrictions and may be required to provide certain information and complete certain paperwork related thereto. Provider shall provide Company with safe and convenient access to Provider's premises at Company's reasonable request.

5. CHANGES, DELAYS OR SUSPENSIONS. Company may make changes in the scope or schedule of this Order by providing written notice to Provider at any time before completion of performance thereunder. If Provider believes that an adjustment to Provider's compensation or schedule is justified as a result of a Company-directed change, Provider must notify Company of such in writing within 10 calendar days of Company's notice of change. Any adjustment agreed to by the parties must be reflected in an amendment to this Order signed by Company and Provider. Provider must continue with performance of this Order while any request for adjustment is pending. Provider waives its rights to any adjustments not requested in accordance with this Order. Company may suspend all or any part of this Order by providing written notice to Provider. Provider's obligations to Company under this Order will remain in full force and effect despite the delay or suspension of this Order under this Article. If Company suspends this Order, Provider shall be entitled to compensation in accordance with the terms of this Order up to the date of suspension; provided, however, Company's liability to Provider shall in no case exceed the compensation payable to Provider pursuant to this Order, as appropriately adjusted and without duplication of payment.

6. 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 droit moral 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 Order, 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 Order 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 Order. "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.

7. COMPENSATION/INVOICES. Provider shall invoice Company and Company shall pay Provider undisputed amounts in accordance with the terms of this Order or if no such terms are otherwise specified, net 45 days after receipt of the goods or services that meet the requirements of this Order and after receipt of a correct invoice from Provider. Company may reasonably specify information that Provider shall include in invoices. Rates set forth in this Order are firm and fixed and all inclusive, except VAT and applicable sales taxes. VAT and applicable sales tax will be added to the prices, as applicable, and stated as a separate item on each invoice. Upon written request by Company, Provider shall accept a Company credit card number ("PCard") as an alternative form of payment. In such event, Provider shall charge the PCard at the end of each calendar month for the goods or services supplied pursuant to the terms of this Order and rendered during such month. If PCard is used for payment hereunder, Provider shall submit a correct invoice to Company that reflects that payment has been made in full and such correct invoice shall list a zero dollar (\$0) balance. If Company disputes an amount that Provider has charged to a PCard, Company will notify Provider and, upon receipt of such notification, Provider shall immediately issue a full credit of the disputed amount to Company. Upon resolution of a dispute of amounts charged by Provider to a PCard, Company shall in writing authorize Provider to charge the PCard pursuant to this Section for the amounts that the Parties mutually agree are no longer in dispute. Payment by Company does not constitute and shall not be construed as acceptance of the goods or services or an admission of liability.

8. 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, due to subsequently discovered evidence or inspection, nullify any payment previously made to such extent as is reasonably necessary, in Company's good faith opinion, to protect Company from loss due to Provider's failure to meet its obligations hereunder without Company's waiver or limitation of any other rights or remedies.

9. CONTRACTUAL RELATIONSHIP. Provider is engaged as an independent contractor 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 Order without the direct supervision or control of Company. Provider shall provide all that is necessary or required and provide that the staffing and working conditions are adequate to meet its obligations hereunder. Provider represents and warrants that it is an employer subject to, and shall comply with, all Applicable Laws and shall be responsible for withholding and payment of any and all payroll taxes and contributions; Federal Insurance Contributions Act, Federal Unemployment Tax Act and state unemployment contributions; and workers' compensation and disability insurance payments. 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.

10. EQUAL OPPORTUNITY/AFFIRMATIVE ACTION; SUBCONTRACTOR TO PRIME CONTRACTOR. For any performance required under this Order (i) between two business entities based in the United States of America and (ii) being performed in the United States of America and/or its territories, Provider agrees that this Order shall be performed in full compliance with all Applicable Laws including without limitation, if applicable to Provider, the Equal Opportunity Clauses set forth in 41 C.F.R. §§ 60-1.4(a), 60-250.5(a) and 60-741.5(a) and the employee notice and related obligations found at 29 C.F.R. Part 471, Appendix A to Subpart A, Title VII of the Civil Rights Act of 1964; Sections (1) and (3) of Executive Order No. 11625 relating to the promotion of Minority Business Enterprises; Americans with Disabilities Act; Age Discrimination in Employment Act; Fair Labor Standards Act; Family Medical Leave Act; and all corresponding implementing rules and regulations, all of which, including without limitation the contract clauses required and regulations promulgated thereunder, are incorporated herein by reference. Provider covenants, represents and warrants that it will, and it will cause its Representatives to, comply with all statutory, regulatory, and contractual requirements that may be applicable to Provider given Company's status as a prime contractor to the United States Federal Government including without limitation (i) FAR [48 Code of Federal Regulations] 52.203-13, Contractor Code of Business Ethics and Conduct; (ii) FAR 52.219-8, Utilization of Small Business Concerns (15 U.S.C. § 637(d)(2) and (3)); (iii) FAR 52.222-26, Equal Opportunity (E.O. 11246); (iv) FAR 52.222-35, Equal Opportunity for Disabled Veterans and Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. § 4212(a)); (v) FAR 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. § 793); and (vi) FAR 52.247-64, Preference for

Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. App'x 1241; 10 U.S.C. § 2631) (collectively, "Applicable Requirements").

11. TERMINATION FOR CONVENIENCE. Company may, for any reason, terminate this Order by providing written notice to Provider specifying the effective date of termination and Provider shall comply with the terms of such notice. If Company terminates this Order which is for custom manufactured goods ("Special Order") within less than 30 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 this Order if the Special Order had not been so terminated. In the event of termination for convenience, Provider shall be entitled to compensation in accordance with the terms of this Order up to the date of termination which compensation shall include any reasonable expenses actually and necessarily incurred by Provider in terminating Company-approved subcontracts and demobilizing from Company's premises as a result of Company's termination for convenience; however, Company's liability to Provider shall in no case exceed the cost for the goods and/or services, as properly adjusted, reduced by the amount of payments otherwise made, without duplication of payment. Upon payment of compensation to which Provider is entitled hereunder, Company shall have no further obligations to Provider under this Order.

12. TERMINATION FOR CAUSE. Company may terminate this Order, in whole or in part, for default by Provider in performance of its obligations hereunder. Any termination by Company will be without prejudice to any other rights or remedies Company may have and will be effective if Provider fails to cure the breach within 15 calendar days of Company's written demand, unless a longer period is agreed to by the parties. There shall be no cure period in the event of any of the following: (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; Business Conduct Policies section hereof; or (vi) a receiver is appointed due to Provider's insolvency.

13. PROVIDER'S RIGHT TO SUSPEND. If Company fails to pay Provider undisputed amounts due and within the time frame provided for in this Order, then Provider shall have the right to suspend Provider's performance under this Order by 45 calendar days' prior written notice to Company of Provider's intent to suspend for nonpayment provided that (i) Provider delivers to Company at least 15 calendar days prior to the suspension date another notice conveying Provider's intent to suspend performance under this Order for nonpayment and (ii) Company does not pay Provider undisputed amounts owing Provider prior to the suspension date. Provider shall promptly resume performance upon Company's payment of undisputed amounts owing.

14. PROVIDER'S RIGHT TO TERMINATE FOR SUSPENSION. If Provider's performance under this Order is suspended for a period of 180 consecutive days (i) at the direction of Company, (ii) by order of any Court, or (iii) as a result of any act of a governmental authority, and provided that such suspension is through no fault of Provider or Provider's Representatives or any person or entity working directly or indirectly

for Provider, Provider may, upon 15 calendar days' prior written notice to Company, terminate its performance under this Order.

15. LIENS. To the extent permitted by Applicable Laws, Provider hereby waives and releases any and all lien rights and similar rights for payment for services, labor, equipment or materials furnished by Provider in performance of its obligations hereunder and granted by law to persons supplying materials, equipment, services and other items of value to improve or modify land or the structures thereon, which Provider may have against Company's or Company's landlord's premises, property or funds payable to Company. If a lien affecting any of Company's rights is filed by any third-party provider of goods or services in support of this Order, Provider must remove the lien within 10 calendar days of notice of lien or of written demand from Company, whichever is earlier. If Provider fails to remove the lien, Company may take steps necessary to remove the lien. Provider shall immediately reimburse Company for the reasonable costs of removal of any such lien, including, without limitation, all attorneys' fees and costs, upon receipt of written demand from Company. Notwithstanding the foregoing, if one of Provider's subcontractors has recorded a lien against the project for which work or services are performed for the benefit of Company, for which (i) neither Company nor Provider disputes the quality of such goods or services or the compensation claimed for such, (ii) Company has received correct invoice(s) from Provider for the compensation claimed in the lien by such subcontractor, and (iii) Company has failed to pay in full such undisputed correct invoice(s), then Provider shall not be required to cause such lien to be bonded or otherwise removed from record title to such project.

16. 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. 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 seven years after the earlier of the termination hereof or final payment under this 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 Order, 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.

17. COVENANTS. Provider covenants that performance and goods and services provided hereunder will meet the Standard of Care and Applicable Laws. Provider shall comply with those obligations that the

Pharmaceutical Research and Manufacturers of America (PhRMA) Code on Interactions with Healthcare Professionals or Applicable Law states Company should require of Provider. "Standard of Care" shall mean (i) meeting the professional standard of diligence, care, timeliness, trust, dependability, safety, oversight, efficiency, economy and skill exercised by members of Provider's profession in the United States 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 and (ii) exercising such professional standard by appropriate action or inaction. "Applicable Laws" shall mean (i) any federal, state, provincial, commonwealth 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 of South Korea as applicable to Provider or this Order including without limitation Privacy Laws, Applicable Requirements and Business Conduct Policies; and (ii) any of Company's compliance, safety and security rules, programs, policies and other instructions as applicable to Provider or this Order provided that Provider or its Representatives have been made aware of such Company instructions. "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 Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA") to the extent applicable to Business Associates of HIPAA Covered Entities, and all state data breach notification and information security laws and regulations specific to the handling of Personal Information (defined below) to the extent applicable to Provider or its Representatives or third-party service providers, including, but not limited to the requirements set forth at 45 Massachusetts M.G.L. c. 93H and 201 CMR §§ 17.00-17.05.

18. **WARRANTY.** In the event one or more Covered Individual and Entity (defined below) 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 that all goods, services, equipment or materials, or any portion thereof, prepared or provided pursuant to this Order and the performance of Provider's obligations, whether performed by Provider or any subcontractor at any tier, will (a) be free from material defects, errors and deficiencies; (b) comply with the requirements of this Order; (c) comply with all Applicable Laws; and (d) to the extent required hereunder, meet requirements of and be tested and certified by a nationally recognized testing laboratory prior to delivery and current Good Manufacturing Practices. Provider represents and warrants that neither Provider nor any Provider Representatives contributing to or acting in connection hereunder is presently or has ever been (i) the subject of a debarment action or is debarred pursuant to Section 306 of the U.S. Federal Food, Drug, and Cosmetic Act of 1938, as amended, or other Applicable Laws; (ii) the subject of a disqualification proceeding or is disqualified as a clinical investigator pursuant to 21 C.F.R. section 312.70, or other Applicable Laws; or (iii) the subject of an exclusion proceeding or excluded from participation in any federal health care program under 42 C.F.R. Part 1001 et seq., or other Applicable Laws. Furthermore, Provider agrees not to employ or otherwise engage any individual or entity in connection with performance hereunder who has been debarred,

disqualified, or excluded, as described above, and shall immediately notify Company upon Provider or Provider Representatives 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 Representatives. Notice of or failure to provide such notice shall constitute a breach hereunder for which Company may terminate this Order 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 appear on, nor are associated with, any name or entity on the U.S. government's U.S. Department of Commerce Entity List and Denied Persons List, the U.S. Department of Treasury Specially Designated National and Blocked Persons List and the U.S. Department of State Debarred Parties List (these lists are available at <http://www.bis.doc.gov/complianceand enforcement/listocheck.htm>). To the extent goods incorporate software, Provider warrants that such goods, and any parts thereof, shall be free from Viruses. For purposes of this Article, "Viruses" shall mean (a) program code or programming instruction or set of instructions intentionally designed to disrupt, disable, harm, interfere with or otherwise adversely affect computer programs, data files or operations, or (b) other code typically designated to be a Trojan horse, worm, backdoor or other term customarily considered to be a virus. All warranties provided hereunder will inure to the benefit of Company and Company's successors and assigns. Without limiting the other provisions of this Article, 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 shall perform its obligations in such manner so as to preserve any such third party warranties.

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) 18 months following completion of such performance and Company's written acceptance of such performance or (ii) for 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 notifies Provider of any breach of warranty during the warranty period, Provider will, at Provider's cost, remedy the breach of warranty, or repair or replace the goods that fail to comply with Provider's warranty. This Article sets forth the sole and exclusive warranties for goods provided hereunder. EXCEPT FOR THOSE WARRANTIES OF THIRD PARTIES ASSIGNED TO COMPANY PURSUANT TO THE AGREEMENT, ANY EXPRESS WARRANTIES SET FORTH IN THE APPLICABLE ORDER, AND ANY EXPRESS WARRANTIES GENERALLY GIVEN BY PROVIDER WITH RESPECT TO THE APPLICABLE GOODS OR SERVICES, THE WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY OTHER WARRANTIES OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, OR ARISING FROM COURSE OF DEALING AND USAGE OF TRADE. Notwithstanding the foregoing, the parties acknowledge and agree that this Article shall not limit any other remedies available to Company under this Order (including without limitation remedies for personal injury, property damage, death, violation of Applicable Laws or infringement).

19. INSURANCE. Provider shall maintain adequate levels and types of insurance coverage appropriate to its business and profession to cover its indemnity obligations hereunder, as required by Applicable Laws,

and consistent with the Standard of Care with such coverage levels and types to include at a minimum and without limitation insurance required by Applicable Laws with respect to Provider's status as an employer, workers' compensation, comprehensive general liability, employer's liability, and automobile liability. Provider's insurance coverage must be primary coverage. All insurance coverage must be in full force and effect at all times during performance of Provider's obligations hereunder. At Company's request, Provider must submit to Company a certificate of insurance on the ACORD form evidencing the above coverages.

20. GENERAL INDEMNIFICATION. Provider shall, to the fullest extent permitted by law, indemnify, defend and hold harmless Company and any parent, subsidiary or sibling entity of Company and their directors, officers, employees, agents, successors and assigns ("Indemnified Parties") from and against any and all third-party suits, actions, legal or administrative proceedings, claims, liens, demands, damages, liabilities, losses, costs, fees, penalties, fines and expenses (including without limitation attorneys' fees and expenses, and costs of investigation, litigation, settlement, and judgment) ("Claims") arising out of the acts or omissions of Provider and Provider's Representatives or anyone for whose acts they may be responsible including without limitation Claims arising out of or regarding (i) the actual or alleged breach of Provider's representations, warranties or covenants contained herein; (ii) taxes including without limitation sales and use, import and export, value added, and business operating; (iii) employment-related issues including without limitation income tax withholding, employment taxes, employee benefits (including without limitation Claims arising out of or connected with the Patient Protection and Affordable Care Act (including the Health Care and Education Reconciliation Act of 2010) and the regulations and guidance issued thereunder), employer contributions, actual or alleged violation of employment-related Applicable Laws including without limitation those regarding discrimination, harassment, retaliation, termination, and payment of overtime or wages; (iv) subcontractors', mechanics', suppliers' or other third party liens or claims for nonpayment to the extent Company has met its payment obligations to Provider hereunder; (v) Provider's use of non-union labor in a manner that is inconsistent with Company's labor posture at the jobsite where services will be performed; and (vi) to the extent arising from Provider's or its Representatives' negligence or willful misconduct, injury to or death of persons (including without limitation Provider's or its Representatives' employees) and damage to or destruction of property.

21. PROPRIETARY RIGHTS. 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, trade secret or other proprietary right relating to the use, including without limitation sale, transfer or other disposition, of any deliverables ("Infringement Claim"). 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 (i) procure for Company the right to continue such use of such deliverables at no additional cost to Company; (ii) 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; (iii) 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 (iv) if Provider, using commercially reasonable efforts, is unable to accomplish item (i), (ii) or (iii) above, refund to Company amounts actually paid by Company for such deliverables. Provider's indemnification obligations pursuant to this Article shall not apply to Infringement Claims that are based upon (a) Company's use of the deliverables in combination with any products not developed, approved or intended by Provider if such infringement is solely caused by such combined use, (b) Company's failure to use non-infringing, updated versions of the deliverables provided by Provider without additional charge, provided that Provider has notified Company in writing that such failure would result in infringement and such updated versions do not require Company to incur additional, material expenses, (c) designs or specifications provided by Company, or (d) the unauthorized, material modification of the deliverables by Company.

22. CONFIDENTIAL INFORMATION. In connection with this Order, Company or its Affiliates or their respective Representatives may disclose to Provider, through observation or otherwise, Company Information (defined below). Provider: (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 this 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 Article. To the extent third parties disclose Company Information to Provider in connection with this Order, the obligations set forth in this article (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; 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 of 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 project other than the services or projects for which Provider is engaged pursuant to this Order. After the completion of performance of services for a project (or after the termination of this Order), 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 this 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 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 Article and (ii) restrict the use of Provider's Information to the intended purpose of this Order. Company Information and Provider's Information are collectively referred to as "Confidential Information".

The obligations set forth in this Article 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 Effective Date of this Order 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 of this Article (i) with respect to Confidential Information that constitutes a "trade secret" (as defined by applicable law) will survive the termination of this Order 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 Order for a period of five years from termination, or so long as required by applicable law.

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

24. **INSPECTIONS/GOVERNMENT CONTACT.** To the extent that Provider is aware of inspections on the jobsite or meetings with or inspections by governmental authorities regarding Provider's obligations hereunder, to the extent practicable, Provider shall provide Company advance and timely notice of such.

Provider shall provide Company with an opportunity to comment on drafts of documents Provider is required to submit to governmental authorities pursuant to its obligations hereunder. Provider shall submit to Company copies of documents to be submitted to governmental authorities or insurance companies relating to Provider's obligations hereunder including without limitation reports of accidents or injuries occurring on the jobsite.

25. PUBLICITY. Except for the purposes of performance hereunder, Provider shall not use or allow its Representatives to use, Company's name, the names of Company's subsidiaries or parent (if any), or any derivatives thereof without Company's prior written consent, which may be withheld at Company's sole discretion. This prohibition of use shall include without limitation use in any publicity or advertising, including without limitation media releases, public announcements, or public disclosures. Provider shall immediately provide notice to Company in the event it becomes aware of any violation of this prohibition and, at Provider's sole expense, take such steps necessary to cease and cure such violation to Company's satisfaction.

26. ASSIGNMENT, WAIVER, REMEDIES CUMULATIVE. Provider may not assign or subcontract under this Order, in whole or in part, without Company's prior written consent, which consent shall not be unreasonably withheld. No action or inaction by either party hereto shall be construed as a waiver of its rights under this Order or as provided by law. None of the terms of this Order may be waived except by an express agreement in writing signed by the waiving party. The failure or delay of either party in enforcing any of its rights under this Order 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. 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.

27. WAIVER OF CONSEQUENTIAL DAMAGES. Except for any liquidated damages set forth in this Order, in no event shall Provider or any entities affiliated with Provider be liable to Company or any entities affiliated with Company for any loss of profit or potential profit or for any incidental, indirect, special or consequential losses or damages of Company or any of its Affiliates, whether based on contract, tort, strict liability, negligence or other theory of law. Notwithstanding anything to the contrary in this Order, in no event shall Company or any entities affiliated with Company be liable to Provider or any entities affiliated with Provider for any loss of profit or potential profit or for any incidental, indirect, special or consequential losses or damages of Provider or any of its Affiliates, whether based on contract, tort, strict liability, negligence or other theory of law. The waiver of damages set forth in this Article shall expressly exclude the following: (i) willful misconduct; (ii) gross negligence; (iii) breach of confidentiality; and (iv) indemnification liabilities.

28. SEVERABILITY. In the event any provision of this Order conflicts with the law under which this Order 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.

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

30. GRATUITIES; BUSINESS CONDUCT POLICIES. 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 favorable treatment under any agreement with Company or its Representatives and (ii) have not and will not use federal funds to influence or attempt to influence any employee of the United States Federal government or a member of congress in connection with this Order. Provider acknowledges and agrees that Business Conduct Policies (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 Business Conduct Policies. "Business Conduct Policies" shall mean Company's Code of Conduct and those policies, codes, rules, standards, procedures and other governance documents of Company applicable to individuals and entities conducting business with or for Company that set forth standards of conduct, including when engaging in interactions with certain representatives of governmental agencies or other third parties, each as may be revised by Company from time to time. Provider's failure to comply with or breach of its representations and warranties contained in this section shall be deemed a breach of this Order for which Company shall have the right to terminate for cause.

31. GOVERNING LAW/VENUE. If legal action is commenced, Provider will continue to diligently perform its obligations under this Order pending final resolution of the dispute. Unless otherwise specified in this Order, this Order is governed and shall be construed and enforced in accordance with laws of the location where Company is to take delivery of the goods or services (with the exception of conflict of laws rules) and all actions relating to this Order must be brought and heard in a court of competent jurisdiction located in or having jurisdiction over that location.

32. 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 Order 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 Effective Date, 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 Order 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 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, HCl, Payor, Purchaser, Healthcare Industry Professional Societies and Trade Association, and entities owned or operated by one or more HCP, HCl, Payor, Purchaser, or Healthcare Industry Professional Societies or 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 (examples of such include without limitation the American Society of Hematology, the North American Society for Dialysis and Transplantation, the American Society of Hypertension, the American Cancer Society and the American Society of Clinical Oncology).

“Healthcare Institution” or “HCl” 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, 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 Amgen 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., Centers for Medicare and Medicaid Services, Veterans Administration), 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.

33. 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, to participate 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 individually identifiable health information (as defined in HIPAA, "IIHI"); 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 the CASRO Code, ESOMAR or other applicable foreign country codes of conduct, specifically electronic equipment (taping, recording, photographing) and one-way viewing rooms may be used only 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 IIHI found in (a) HIPAA, (b) the Health Information Technology for Economic and Clinical Health Act and its implementing regulations, and (c) any applicable domestic and foreign laws, regulations, rules and industry standards related to consumer protection or the collection, storage, handling, processing and transfer of IIHI, such as the California Confidentiality of Medical Information Act.

(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 consistent with the de-identification standards found in the HIPAA regulations (45 C.F.R. § 164.514), (ii) as a limited data set consistent with the HIPAA regulations for limited data sets (45 C.F.R. § 164.514(e)), or (iii) pursuant to a signed authorization consistent with the standards set forth in the HIPAA regulations (45 C.F.R. § 164.508), which authorization 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 IIHI as required by and in accordance with the services and (2) Company's use of such IIHI for, at a minimum, the

purposes of the project being performed hereunder, including the 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, discussions 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 Company’s Corporate Adverse Event Reporting Policy and Company’s procedures that are applicable to providers of which Provider is aware, and any 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 federal or state laws applicable to obtaining information.

34. DISCLOSURE LAWS. Notwithstanding anything to the contrary in this Order, Provider acknowledges and agrees that (i) Company is permitted to publicly disclose information regarding this Order to comply with Applicable Laws, including without limitation the Physician Payment Sunshine Act (a provision of the Patient Protection and Affordable Care Act) (“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 regarding and compliance with Disclosure Laws. Provider shall collect and, no later than 30 days after each calendar quarter during the Term and no later than 30 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), and, if applicable, National Provider Identifier number of each Disclosure Subject; and (c) a description of the goods or services provided by each Disclosure Subject in return for such payments or transfers of value.

35. 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 Order, Provider shall prohibit the Prohibited Former Employee from contributing to the performance of Provider's obligations under this Order upon notice from Company requesting such.

36. EXPORT CONTROL LAWS. To comply with U.S. export control regulations, Company may be required to obtain an export license prior to releasing certain technologies to non-US citizens depending on the person's home country and resident status. Provider and its Representatives currently do not intend to use any person to perform services hereunder who is a citizen of or has permanent residency in any country listed in Country Group E:1 (15 C.F.R. Part 740, Supplement No. 1) (and any amendments thereto or successor lists); and shall not use any such person to perform services hereunder without Company's prior written consent which may be withheld in Company's sole discretion. Provider shall cause its Representatives to comply with the obligations set forth in this section.

37. PERSONAL INFORMATION. For purposes of this Order, the term "Personal Information" shall mean any information from which an individual may be identified and that Provider receives from or on behalf of Company, or that is controlled, possessed, stored, transmitted or processed by Provider for or on behalf of Company, including without limitation an individual's name, address, telephone number, social security number, account numbers, account balances, account histories, and "personal information," "nonpublic personal information," "protected health information" (and other similar information, however described) as defined in any Privacy Laws. Except as expressly set forth in this Order 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; driver's license or other state-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 the U.S.-government; 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, this 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 this 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.

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 Order (such documentation "Usage Rights Documentation"). Provider shall store and maintain all Usage Rights Documentation in accordance with the terms of this Order relating to books and records regarding performance. Provider shall, in accordance with the terms of this Order or upon Company's request, provide all Usage Rights Documentation to Company.

38. DISPUTE RESOLUTION. In the event of any controversy or dispute between Company and Provider arising out of or relating to any provision of this Order, the construction, validity or breach thereof, the Parties shall try to settle the same amicably between themselves. Should they fail to agree, such controversy or dispute shall be exclusively and finally settled by arbitration. Such arbitration shall be held in Hong Kong under the Rules of Arbitration of the International Chamber of Commerce (the "ICC") in effect at the time of arbitration (the "Arbitration Rules"). The arbitration commission shall be the International Court of Arbitration of the ICC (the "ICC Court"). The award of arbitration shall be final and binding upon both parties. The official language of the arbitration shall be English. The arbitration shall be decided by three (3) arbitrators of whom none shall be a citizen of South Korea or the United States. The claimant and the respondent each shall nominate one arbitrator in accordance with the Arbitration Rules. The two party-nominated arbitrators shall jointly nominate the third arbitrator within twenty (20) days of the nomination of the second arbitrator. If the third arbitrator has not been nominated within the time limits specified herein and in the Arbitration Rules, such arbitrator's appointment shall be made by the ICC Court, upon the written request of any party within twenty (20) days of such request. The arbitrators shall not have the power to grant any award or remedy other than such awards or remedies that are available under the applicable law and the Arbitration Rules. The arbitration award will be final and binding upon the parties and non-appealable and may be entered in any court of competent jurisdiction for enforcement. The existence and content of any arbitration proceeding and any decision and award therein shall be kept confidential, and may not be disclosed by the Parties, the arbitrators, or the arbitration institution, except for disclosure required by applicable law or for recognition and enforcement of an arbitral decision and award and that Company is expressly permitted to publicize or publish the fact that an arbitration has been filed, a summary of the substance of the arbitration, or any decisions of the arbitrators. Company shall be entitled to seek property preservation, evidence preservation, temporary injunctive or other interim or provisional equitable relief that is necessary to protect the rights or properties of Company from any court of competent jurisdiction or from the arbitration tribunal pending the final decision or award of the arbitration tribunal.