

## PURCHASE ORDER TERMS AND CONDITIONS

These Purchase Order Terms and Conditions ("**Terms and Conditions**"), the purchase order ("**Purchase Order**") and all attachments hereto or references contained herein (collectively, "**Order**") are issued for the purpose of acquiring the goods or services described in the Purchase Order and, unless otherwise expressly stated in writing by Company (as defined below) in the Purchase Order, shall be governed by these Purchase Order Terms and Conditions with these Purchase Order Terms and Conditions hereby incorporated by reference in the Purchase 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 the Order. The 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 the Purchase Order. These Terms and Conditions expressly limit acceptance to the terms contained in the Order and Buyer hereby objects to any different or additional terms contained in any response to the Order. No amendments, modifications, substitutions, or supplements to the 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 these Terms and Conditions are for reference purposes only and have no effect on the interpretation of the 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. PACKING AND DELIVERY OF GOODS.** Provider must provide all goods in accordance with Applicable Laws (as defined below) and the 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. All goods shall be packed and labeled in conformity with a suitable preservation, packing, identification, shipping and related documentation procedure. If Company does not specify the manner in which the goods must be packed, Provider shall pack the goods so as to avoid any damage in transit. If Company does not specify the manner of shipment, Provider shall ship the goods at the lowest transportation rates, consistent with Provider's obligation to meet the delivery schedule and the care of the goods as set out in the Order. Where the Order is silent on storage requirements for the goods, then Provider warrants that the goods may be stored without deterioration whilst in the condition general to the place of delivery. Risk of loss in transit shall not pass to Company until delivery and signed acceptance of the goods at the designated delivery point of the goods to the location designated by Company. Provider shall, as soon as it believes, or has grounds for believing, that any delivery related to the Order will be delayed, notify Company in writing of the delay and the cause thereof. Provider shall also inform Company the measures it will take to minimize the delay and state a revised delivery date and in such event Company shall have discretion to accept such revised delivery date or cancel the Order without any liability to Company. If the Order is cancelled in whole or in part because of Provider's default, Company may retain or return any goods received under the Order and without limiting Company's other remedies, Provider must reimburse Company for (i) all costs of shipping or storing any returned goods; (ii) any amount previously paid by Company for the returned goods and (iii) all costs incurred to purchase substitute goods or services elsewhere. Partial deliveries shall not be accepted and cannot be considered as a partial fulfillment of Provider's obligations unless requested or accepted in writing in advance by Company.

**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 the Order or Applicable Laws must be kept intact and made available to Company upon request for a period of at least five years after final delivery under the 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 (but shall not be obliged to) 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 inspection or testing. 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. Company has the right at any time to reject any goods or services which are in Company's judgment defective or non-compliant. Goods or services so rejected and goods or services supplied in excess of quantities ordered shall be at the Provider's expense and in the case of excess goods, to be returned to the Provider at the Provider's expense.

**3. PERFORMANCE.** Provider's and its Representatives' performance hereunder must meet the Standard of Care (as defined below) and comply with Applicable Laws. Company has the right to stop Provider's and its Representatives' activities occurring on Company's premises whenever conditions are observed which threaten the environment, people, project, real property, structures, or equipment. In the event that Provider's Representatives are not appropriately qualified, skilled and experienced in their respective trades or occupations or in Company's opinion persists in any misconduct, non-compliance, or in any conduct which is prejudicial to safety, health or protection of the environment or carries out duties incompetently or negligently, Provider shall, at Company's request, appoint a suitable replacement Representative at its own cost. Provider shall also bear all costs and expenses incurred by the Company arising from or in connection with such stoppage and resultant standby time. For purposes of these Terms and Conditions, "**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 the 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 the Order and Company shall have the right to terminate the 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 request.

**5. CHANGES, DELAYS OR SUSPENSIONS.** Company may make changes in the scope or schedule of the Order by providing written notice to Provider at any time. 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 the 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 these Terms and Conditions. Company may suspend all or any part of the Order by providing written notice to Provider. Provider's obligations to Company under the Order will remain in full force and effect despite the delay or suspension of the Order under this Article. If Company suspends the Order at its convenience and without any default on the part of Provider, Provider shall be entitled to compensation (excluding profit and/or consequential losses, and subject always to the other provisions of these Terms and Conditions) in accordance with the terms of the Order up to the date of suspension; provided, however, Company's liability to Provider shall in no case exceed the total Purchase Order price payable to Provider pursuant to the Order less the value of any defective, damaged or destroyed work or material, 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 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 the 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 the 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 the 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 Order, 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, 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 the Order or if no such terms are otherwise specified, net 45 calendar days after receipt of the goods or services that, at the Company's discretion, meet the requirements of the Order and after receipt of a correct invoice and (where applicable) all original certificates and documents from Provider. Company may reasonably specify information that Provider shall include in invoices. Under no circumstances should Provider request or demand for payment prior to delivery or shipment. For imported deliveries, Provider must provide prior to shipment a draft or copy of packing list, commercial invoice, airway bill or bill of lading to provide Company with adequate time for review and preparation of customs and import procedures. Rates set forth in the Order are firm and fixed and all inclusive, except goods and services tax, and no adjustment shall be made whether on account of change in legislation, increased costs of labor, materials or transport or fluctuation in exchange rates or otherwise. Goods and services 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 the 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 Agreement 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. Under no

circumstances shall Provider withhold goods or documentation or performance of any services.

**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 the 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 Central Provident Fund contributions; and workers' compensation 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.** [deliberately omitted]

**11. TERMINATION FOR CONVENIENCE.** Company may, for any reason, terminate the 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 total Purchase Order price payable to Provider pursuant to the Special Order. In the event of termination for convenience, Provider shall be entitled to compensation in accordance with the terms of the 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 total Purchase Order price, 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 the Order.

**12. TERMINATION FOR CAUSE.** Time is of the essence in the Order. Company may terminate the Order, in whole or in part, for default by Provider in performance of its obligations hereunder, in which case no further payment shall be recovered by Provider upon termination of the Order. 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 notice, 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.** [deliberately omitted]

**14. PROVIDER'S RIGHT TO TERMINATE FOR SUSPENSION.** If Provider's performance under the Order is suspended for a period of 180 consecutive days (i) at the direction of Company, (ii) by order of any Court, or (iv) 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 the Order. In the event of such termination, Company will pay Provider the Purchase Order price for finished work, services performed or goods delivered in accordance with the requirements of the Order, as properly adjusted, reduced by the amount of payments otherwise made, without duplication of payment. Upon such payment, Company shall have no further obligations to Provider under the 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 the 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.

**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 payable to Provider under the Order. All records and accounts relating to financial matters must be in a format consistent with generally accepted accounting practices in Singapore. 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 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 for as long as the Order remains valid and during the aforesaid period. 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 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 the Order, all of which rights and remedies are reserved by Company. Provider shall cause the provisions of this Article 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. "**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 Singapore with expertise in providing 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 country, federal, state, provincial, 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, the Order or the matters under the Order including without limitation Business Conduct Policies; 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, the Order or the matters under the Order.

**18. WARRANTY.** Provider warrants that all goods, services, equipment or materials, or any portion thereof, prepared, procured or provided pursuant to the Order and the performance of Provider's obligations, whether performed by Provider or any subcontractor at any tier, will (a) be free from defects, errors and deficiencies; (b) comply with the requirements of the Order and good workmanship; (c) comply with all Applicable Laws (where applicable) including but not limited to Good Manufacturing Practices of the PIC/S) and (d) where applicable, meet requirements of and be tested and certified by a nationally recognized testing laboratory prior to delivery. 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.

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) 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 as soon as possible and in any case no later than 14 calendar days from the date of Company's notice, or any other duration agreed by Company. Parts which are so replaced or repaired shall have a renewed warranty period equal to the original warranty period. Notwithstanding the foregoing, the parties acknowledge and agree that this Article shall not limit any other remedies available to Company under the 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 to the satisfaction of Company. 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 evidencing the above coverages.

**20. GENERAL INDEMNIFICATION.** Provider shall, to the fullest extent permitted by law, indemnify, defend and hold harmless Company and its sub-contractors and any parent, subsidiary or sibling entity of Company and its sub-contractors 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 obligations, 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, 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; and (v) 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 and such costs incurred by Company to procure substitute 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, or (c) the unauthorized, material modification of the deliverables by Company.

**22. CONFIDENTIAL INFORMATION.** In connection with the 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 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 Article. To the extent third parties disclose Company Information to Provider in connection with the 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 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 the Order. After the completion of performance of services for a project (or after the termination of the 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 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 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 the 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 the 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 the 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 the 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 the 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 in which case the non-Delayed Party shall have the right to terminate the Order in accordance with the provisions of these Terms and Conditions.

**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, 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.

**26. ASSIGNMENT, WAIVER, REMEDIES CUMULATIVE.** Provider may not assign, transfer, novate or subcontract the Order, in whole or in part, without Company's prior written consent (which may be withheld or conditioned at its discretion). Any permitted assignment, transfer, novation or subcontract shall not relieve Provider of its obligations under the Order. No action or inaction by either party hereto shall be construed as a waiver of its rights under the Order or as provided by law. None of the terms of the 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.** Notwithstanding anything to the contrary in the Order, in no event shall Company or any entities related to Company be liable to Provider or any entities related to 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.

**28. SEVERABILITY.** In the event any provision of the Order is held by any court of competent jurisdiction or any competent body to be illegal, invalid or unenforceable, in whole or in part, such provision shall be deemed to be restated to replace any illegal, invalid or unenforceable provision that is legal, valid and enforceable and which reflects as nearly as possible the original intentions of the parties. 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 the Order related to ownership of deliverables, confidentiality, publicity, governing law and indemnification or which contemplate performance or observance subsequent to termination or expiration of the 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 funds to influence or attempt to influence any employee of the Singapore government or a member of parliament in connection with the 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 Article shall be deemed a breach of the 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 the Order pending final resolution of the dispute. Unless otherwise specified in the Order, the Order is governed and shall be construed and enforced in accordance with laws of Singapore (with the exception of conflict of laws rules) and all actions relating to the Order must be brought and heard and finally resolved in the courts of Singapore.

**32.** [deliberately omitted]

**33.** [deliberately omitted]

**34.** [deliberately omitted]

**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 the 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 DATA.** For purposes of the Order, the term "**Personal Data**" shall mean any data (whether or not with other information which Provider has or is likely to have access) 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 as defined in the Personal Data Protection Act 2012 (No. 26 of 2012) of the Singapore Statutes ("**PDPA**"). Provider represents and warrants that it shall not provide any Personal Data to Company where such disclosure is not in compliance with the provisions of the PDPA (each, a "**Restricted Data Element**") and 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 requires that Provider provide Company with Personal Data, Provider represents and warrants that it has all of the necessary and required consents from the individual to whom the Personal Data relates, including the voluntary consent of such individual to the transmission of the Personal Data to Company's related companies.

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

### 38. REPRESENTATIONS

Provider represents and warrants that:

- (i) it has full power and authority to execute, deliver and perform its obligations under the Order and to enter into and carry out the transactions contemplated herein and all necessary actions have been taken by it to constitute the Order a valid and binding obligation of it. Such execution, delivery and performance are not in contravention of its constitutional documents or any mortgage, indenture, agreement or undertaking to which it is a party or by which it is bound;
- (ii) it is not a party to any legal, arbitral or other proceedings, investigation or dispute that would adversely affect its ability to perform its obligations under the Order;
- (iii) no petition or application is outstanding or is threatened for its dissolution or winding-up;
- (iv) it is a competent contractor and is capable of performing its obligations under the Order continuously, efficiently and safely and in all respects to the satisfaction of Company. Provider further warrants to perform its obligations with due care, diligence and skill and in accordance with industry best practices. The services or goods shall be fit for their intended purpose where a purpose is defined in the Order or where no such purpose is defined, fit for their ordinary purpose.