

## AZ POLICY

### INTERPRETATION, BOILERPLATES AND DEFINITIONS

#### PART A: DEFINITIONS

The following words and expressions have the following meaning unless the context otherwise requires:

- “Affiliate”** will include the holding company of a Party, any subsidiary of a Party, and any other subsidiary of a Party’s holding company and in the case of AZ, includes Alexion Pharmaceuticals, Inc.
- “Announcement”** any public announcement, circular or other communication about or containing information about the terms, subject matter or existence of the Agreement or any matter arising out of or ancillary to the Agreement
- “Applicable Law”** any federal, state or local law which is in force from time to time and any rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body and any industry code of conduct or guideline, in each case which relates to the Agreement and/or AZ’s business
- “Authority”** any government, agency, Regulatory Authority or prosecutor
- “AZ Group”** (a) AZ; and (b) the Group companies (including each Affiliate of AZ) as well as any joint venture companies of such Group companies receiving Services under a SOW (if applicable) or the Agreement
- “Business Day”** a weekday that is not: (i) a national, public or bank holiday; or (ii) a Saturday or Sunday in England and Wales or the equivalent weekend days in the country in which the relevant Party is based
- “Confidential Information”**
- (a) any information (whether written, oral, in electronic form or in any other media), that is disclosed in connection with this Agreement by or on behalf of a Party (the "**Discloser**") (or any member of its Group or any of its or their Representatives) to the other Party (the "**Recipient**") (or any member of its Group or any of its or their Representatives) that relates to Discloser or any member of Discloser's Group and which is either specified to be confidential information or which, by its nature, should be reasonably assumed to be confidential and/or which may include any documents, notes, analyses, studies, financial summaries, samples, drawings, diagrams, designs, flowcharts, databases, models, plans and software, source and object codes personal data, business information, customer information, technology and security information (which in the case of AZ will include AZ Agreement Data); and
  - (b) the terms of or subject matter of this Agreement or any discussions or documents in relation to it, and in respect of such information each Party will be deemed to be a Recipient
- “Contract Manager”** in respect of a Party, the individual designated by that Party from time to time to be that Party’s employee with day-to-day responsibility for managing that Party’s obligations under this Agreement

<b>“Contract Year”</b>	the period starting on the Effective Date and ending a year later and each year after that
<b>“Discloser”</b>	the meaning given to it in the definition of <b>“Confidential Information”</b>
<b>“Dispute”</b>	any dispute arising out of or in connection with this Agreement and/or any SOW (including in relation to any non-contractual obligations)
<b>“Electronic Telecommunications Platform”</b>	an electronic telecommunications platform which will include Microsoft Teams, WhatsApp and similar platforms
<b>“Group”</b>	together a person and any other person that Controls, is Controlled by or is under common Control with the first person from time to time (which includes any Affiliates)
<b>“Insolvent”</b>	a Party: (a) has an insolvency practitioner appointed or is subject to a notice of intention to appoint an administrator under Applicable Law; (b) passes a resolution for its winding up (save for the purpose of a solvent restructuring previously approved in writing by the other Party) or has a winding up order made by a court in respect of it; (c) enters into any composition or arrangement with creditors (other than relating to a solvent restructuring previously approved in writing by the other Party); or (d) ceases to carry on business
<b>“Malicious Code”</b>	any program code or set of instructions intentionally or recklessly constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations or any program that contains malware or malicious code that infiltrates or damages IT Infrastructure and/or Data without the owner’s or user’s informed consent or is designed to do so or which is hostile, intrusive or possesses the ability to create replicas of itself (a so called “auto-reproduction program”) within other programs or operating system areas, or which is capable of spreading copies of itself wholly or partly to other computer systems or networks and any back door, time bomb, logic bomb, trojan horse, “spy-ware”, data disabling code or similar or like code that enables third parties to view or track use without knowledge and/or consent of the user, worm, drop dead device, virus or other software routines or hardware components that permit unauthorised access or the unauthorised disablement or erasure of any software or Data
<b>“Notice”</b>	a notice given under <b>clause 1</b> or a notice of exercise of any right to terminate this Agreement and/or any SOW
<b>“Recipient”</b>	the meaning given to it in the definition of <b>“Confidential Information”</b>
<b>“Regulatory Authorities”</b>	any: <ul style="list-style-type: none"> <li>(a) court, governmental, statutory and/or regulatory bodies or departments within government (whether national, supra-national, federal state, local, foreign or provincial, including the Food and Drug Administration (FDA) and the European Medicines Agency (EMA));</li> <li>(b) competent authorities and/or regulators; and/or</li> <li>(c) agencies, interagency committees, entities and/or prosecutors who are entitled to regulate, enforce, set rules and/or investigate one or more matters dealt with in this Agreement,</li> </ul>

in each case, in any relevant jurisdiction and “Regulatory Authority” means any of them

**“Termination Notice Date”** the date on which Notice is served to terminate all or part of this Agreement

**“Termination Date”** the date on which all of this Agreement (or part of it) terminates for whatever reason

**“VAT”** value added tax

## **PART B - BOILERPLATE CLAUSES**

### **1. NOTICES**

Any notice or other communication to be given by either Party will be in writing and will be deemed given as of (a) the date delivered if delivered by hand, or reputable courier service, (b) the date sent if sent by email or such other recognised electronic platform (including DocuSign, Adobe Sign) (with transmission confirmed), (c) the second Business Day (at the place of delivery) after deposit with an internationally recognized overnight delivery service, or (d) the fifth (5th) Business Day after mailing if mailed by registered or certified mail, postage prepaid and return receipt requested, addressed to the other Party at the addresses notified to the other in writing. This clause is not intended to govern day-to-day business communications.

### **2. CHANGES AND VARIATIONS**

The terms of this Agreement may be varied between the Parties by agreement and if the Parties can't agree the Dispute Resolution Procedure will apply. Any variation must be in writing and signed by a duly authorised representative.

### **3. VARIATION**

The Parties to the Agreement may vary, terminate or rescind this Agreement without the written consent of any person other than AZ and Supplier.

### **4. INJUNCTIONS AND SPECIFIC PERFORMANCE**

Nothing in the Agreement will prevent or restrict the right of a Party to seek injunctive relief or specific performance or other discretionary remedies of the court.

### **5. COSTS**

Each Party will bear its own costs and expenses incurred in connection with or arising out of the negotiation, preparation, and execution of this Agreement (including any SOWs (if applicable)).

### **6. GENERAL PROVISIONS**

6.1 A delay in exercising or failure to exercise a right or remedy under or in connection with this Agreement will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the Party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.

6.2 If any term of this Agreement is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from this Agreement and this will not affect the remainder of this Agreement which will continue in full force and effect.

- 6.3 AZ will be entitled to set off any liability which Supplier has to AZ or any AZ Affiliate against any liability which AZ has to Supplier, whether such liability is present or future, liquidated or unliquidated, under this Agreement or any other contract between the Parties or other cause of action and irrespective of the currency of its denomination.
- 6.4 This Agreement and any SOW constitutes the entire agreement between the Parties and supersedes any prior agreement or arrangement in respect of its subject matter. Nothing in this **clause 6.4** will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.
- 6.5 Save as otherwise expressly provided under this Agreement, the rights and remedies set out in this Agreement are in addition to and not exclusive of any rights and remedies provided by law. Where a right and remedy is set out in this Agreement this is always without prejudice to any other right or remedy either Party may have.

## INTERPRETATION CLAUSES

The Agreement will be interpreted as follows:

1. unless the context otherwise requires, references to a “person” include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality);
2. references to any statute or statutory provision will include any subordinate legislation made under it and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;
3. any words following the words “include”, “includes”, “including”, “in particular” or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them;
4. the rule known as the ejusdem generis rule will not apply and accordingly the meaning of general words introduced by the word “other” or a similar word or expression will not be restricted by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things;
5. references to “in writing” or “written” do, subject to **clause 1**, include e-mail and all notices must be served in writing but this excludes anything sent by a Party via an Electronic Telecommunications Platform;
6. references to this Agreement are references to this Agreement as varied from time to time in accordance with **clause 2** and as assigned or novated from time to time;
7. all statements, obligations, liabilities and remedies referred to in this Agreement will be construed as being by reference to such statements, obligations, liabilities and remedies being in accordance with this Agreement;
8. where an AZ Affiliate is receiving Services, references to AZ will be deemed to include AZ and the relevant Affiliates; and
9. AZ will be entitled to bring a claim on behalf of itself and an AZ Affiliate and losses and liabilities of AZ will be deemed to include any losses of both AZ and any such Affiliates.