

## PURCHASE ORDER GENERAL TERMS AND CONDITIONS

### 1. Interpretation

- 1.1. In these Conditions the following words have the following meanings:
- (a.) "Contract" means the contract between iPR and the Supplier comprising the Order (including any other documents specified in the Order) and these Purchase Order General Terms and Conditions ("Conditions"). Should there be any inconsistency between the documents comprising the Contract, they shall have precedence in the order listed in this definition;
  - (b.) "Goods" means any goods (or any part or parts thereof) agreed in the Contract to be purchased by iPR from the Supplier;
  - (c.) "iPR" refers to iPR Pharmaceuticals, Inc. [a part of AstraZeneca PLC ("AstraZeneca")];
  - (d.) "Order" means iPR's purchase order or any other written request from iPR to supply the Goods or the Services;
  - (e.) "Parties" means iPR and the Supplier and "Party" shall mean one of them;
  - (f.) "Supplier" means the person, firm or company who accepts the Order;
  - (g.) "Services" means the services agreed to be provided by the Supplier to iPR under the terms of the Contract; and
  - (h.) "Specification" means the technical or other requirements (if any) for the Goods or Services referred to in the Order.
- 1.2. In these Conditions references to any statute or statutory provision shall be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced; and references to the singular include the plural and vice versa as the context admit or requires.

**2. Application of Terms.** No terms or conditions endorsed upon, delivered with or contained in the Supplier's quotation, acknowledgement or acceptance of Order, specification or similar document will form part of the Contract, unless they are expressly adopted herein, and the Supplier waives any right which it otherwise might have to rely on such terms and conditions. To the extent that a written agreement between the Parties is signed in addition to this Order, the terms and conditions of such written agreement shall control.

### 3. Warranties

- 3.1. Supplier represents, warrants and undertakes that all Goods (including without limitation their packaging and labelling) will:
- (a.) conform as to quantity, quality and description with the particulars stated in the Contract;
  - (b.) be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect;
  - (c.) meet the Specification in all respects and be the same as any samples or patterns provided by either Party and accepted by the other;
  - (d.) be capable of any standard of performance specified in the Contract; and
  - (e.) comply with all statutory requirements and regulations relating to the manufacture and sale of the Goods at the time when the same are supplied.
- 3.2. Supplier represents, warrants and undertakes that the Services will be performed by appropriately qualified and trained personnel with all due care and diligence and to the highest standard of quality prevailing in the industry at the time of performance; and strictly in accordance with the Order and Specification.
- 3.3. Supplier represents and warrants and undertakes is not currently using, and will not in the future use, in any capacity, in connection with the performance of the Services hereunder, the Services of any person debarred or subject to debarment under 21 U.S.C. §335(a) or otherwise disqualified or suspended from performing the Services under Contract or otherwise subject to any restrictions or sanctions by the Food and Drug Administration or any other governmental or regulatory authority or professional body with respect to the performance of the Services under Contract (a "Debarred Person"). Supplier shall immediately notify iPR in

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writing if any person who is performing any Services hereunder is or becomes a Debarred Person or if any action, suit, claim, investigation, or other legal or administrative proceeding is pending or, to the best of Supplier's knowledge, threatened, that would make any person performing the Services hereunder a Debarred Person or would preclude Supplier from performing its obligations under this Order.

### 3.4. Expectations of Third Parties

Supplier represents and warrants and undertakes that:

(a.) Supplier will perform the Contract and operate its business in compliance with all applicable laws and regulations and to ethical standards that are consistent with AstraZeneca's Global Standard: Expectations of Third Parties (<https://www.astrazeneca.com/content/dam/az/our-company/Documents/Global-Standard-Expectations-of-Third-Parties.pdf>), as amended from time to time, in particular those principles in the Section 1 entitled "Anti-Bribery and Anti-Corruption".

(b.) Supplier will not: (i) take any action that will cause any AstraZeneca group company to be in breach of any applicable laws for the prevention of fraud, bribery and corruption, racketeering, money laundering or terrorism, including the US Foreign Corrupt Practices Act and the UK Bribery Act, and (ii) offer, pay, request or accept any bribe, inducement, kickback or facilitation payment, and shall not make or cause another to make any offer or payment to any individual or entity for the purpose of influencing a decision for iPR's benefit.

(c.) Any material breach or violation by Supplier of these representations, warranties and undertakings shall give iPR the right to terminate the Contract with immediate effect, to be relieved of any obligations under the Contract.

3.5. **Audit Rights.** Upon iPR's reasonable request, Supplier shall allow iPR or a designated third party to audit Supplier's or its affiliated companies premises, sites and records to verify Supplier's performance and processes in relation to the maintenance of appropriate ethical standards, in accordance with the requirements of the Contract. Where iPR requires the audit is to be undertaken by a designated third party, Supplier shall arrange for the audit to take place and pay the fees of the designated third party for such audit. Any audit report generated shall be the property of Supplier, provided that iPR shall be entitled to review such audit report and all supporting documents in relation to the audit.

3.6. **Trade Controls.** Supplier represents and warrants and undertakes that it is not on any applicable official national or international sanctioned party lists and that performance of this Contract will not violate applicable embargo regulations. iPR has the right, at iPR's sole expense, to conduct screening checks of Supplier, including verification of Supplier's identity, including full name, country location and address, against official national and international sanctioned party lists and embargo regulations. If the screening indicates that Supplier is an international sanctioned party or is in violation of embargo regulations, iPR may terminate this Contract for breach as provided in Section 10.

3.7. Supplier represents, warrants and undertakes that it will not directly or indirectly be involved in any illegal trade or counterfeiting activities and will have adequate controls in place to prevent any such trade or activity. Supplier shall ensure storage and handling of Wastes (as defined below) in a manner which prevents un authorized access and possible misuse and shall maintain adequate controls for proper disposal of Wastes ("Wastes" means waste material in connection with manufacture, supply or handling of the Goods and any material carrying AstraZeneca's name, insignia, symbol, trademark, trade name, logotype or similar). Supplier shall not disclose AstraZeneca's pack security features or anti-counterfeit measures to any third party including to his suppliers without prior approval of iPR and any disclosure shall be in the manner directed by iPR. Supplier shall, within twenty-four (24) hours from discovery, report any breach of security relating to the Goods, which could adversely impact AstraZeneca's reputation or compromises integrity of the Goods. Any breach of this condition would be treated as a material breach of the Contract.

3.8. Supplier represents, warrants and undertakes that any Goods or Services comply with applicable laws and regulations of the country(ies) of origin and destination, including those relating to manufacture, labelling, transportation, importation, exportation and licensing.

3.9. **Equal Employment Opportunity.** Supplier shall abide by the requirements of 41 CFR 60–1.4(a), 60–300.5(a) and 60–741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination

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against all individuals based on their race, color, religion, sex, sexual orientation, age, genetic information, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

### 4. Inspection and Testing

All Goods sold and Services performed hereunder shall be subject to iPR's inspection and testing at any time prior to delivery, but neither iPR's inspection, nor failure to inspect shall relieve Supplier of any of its obligations hereunder. If the results of such inspection or testing cause iPR to be of the opinion that the Goods or Services do not conform or are unlikely to conform to the Order or to any Specification, iPR shall inform the Supplier and the Supplier shall immediately take such action as is necessary to ensure conformity and in addition iPR shall have the right to require and witness further testing and inspection. The Supplier shall remain fully responsible for providing Goods and Services in strict conformance with the terms of the Contract and any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under the Contract.

### 5. Indemnity and Insurance

5.1. Indemnity. Supplier shall indemnify iPR in full and on demand against all actions, suits, liabilities, claims, demands, costs, charges, damages, losses and expenses suffered or incurred by iPR, or for which iPR may be liable to any third party, due to, arising from or in connection with:

- (a.) the negligent or willful acts or omissions of the Supplier, its employees, agents or subcontractors in supplying, delivering and installing the Goods or performing the Services;
- (b.) the breach of any provision of the Contract by the Supplier, its employees, agents or subcontractors;
- (c.) any defect in the workmanship, materials or design of the Goods or their packaging; and
- (d.) any infringement or alleged infringement of any patent, copyright, registered design, design right, trade mark, trade name or other intellectual property right for or relating to the Goods or the Services unless such infringement has occurred directly as a result of any specification supplied by iPR.

5.2. Insurance

- (a.) Supplier shall maintain at its own expense appropriate insurance coverage to cover Supplier's acts and omissions and as required by applicable law. Suppliers performing Services on iPR site, unless otherwise shown on the Order, shall maintain the following insurance coverage from companies acceptable to iPR:
  - (i.) General Liability coverage of at least \$1,000,000 each occurrence, \$2,000,000 general aggregate, \$1,000,000 products-completed operations, \$1,000,000 personal and advertising injury, \$50,000 fire damage, \$5,000 medical expense
  - (ii.) Employer's Liability coverage of \$1,000,000
  - (iii.) Auto Liability of \$1,000,000 combined single limit and \$1,000,000 hired/non-owned auto
  - (iv.) Excess Liability of \$4,000,000 per occurrence, and \$4,000,000 general aggregate
  - (v.) Statutory Workers' Compensation issued by the Puerto Rico State Insurance Fund Corporation
  - (vi.) Such other insurance as maybe required by iPR and notified in advance to Supplier
- (b.) Certificates evidencing the required insurance coverage shall be submitted to iPR prior to commencement of the Services. Except for Workers' Compensation, certificates shall include: (i) iPR Pharmaceuticals, Inc. as "additional insured"; (ii) a hold harmless agreement; (iii) a waiver of subrogation; and (iv) a 30-days prior written notice of cancellation.
- (c.) The maintenance of such insurance will not relieve Supplier of any contractual obligations assumed under the Contract.

### 6. Delivery

6.1. Time for delivery of the Goods and performance of the Services shall be of the essence of the Contract.

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- 6.2. The Goods shall be delivered to or the Services performed for iPR at the address set out at the head of the Order or at such other place as may be specified in the Contract and in the manner specified in the Contract or as subsequently agreed in writing between the Parties. Supplier shall be liable for excess transportation charges, delays, or claims resulting from Supplier's deviation from iPR's delivery instructions. If shipping instructions are not specified, Supplier will ship by the cheapest rate commensurate with the required delivery date.
- 6.3. All Goods shall be properly packed, marked, loaded, and shipped in such a manner as to reach their destination in good condition under normal conditions of transport having regard to the nature of the Goods and other relevant circumstances. Delivery of Goods shall be made in vehicles that comply with applicable laws and regulations and a safe offloading. Supplier shall ensure that each delivery is accompanied by a delivery note which shows, among other things, the order number, date of order, number of packages and contents and, in the case of partial delivery, the outstanding balance remaining to be delivered.
- 6.4. If Goods are delivered in excess of the quantities ordered, iPR shall not be bound to pay for the excess, which will be and will remain at the Supplier's risk and will be returnable at the Supplier's cost.
- 6.5. Unless otherwise stipulated by iPR in the Order, deliveries shall only be accepted by iPR during normal business hours.
- 6.6. If the Supplier requires iPR to return any packaging material to the Supplier that fact must be clearly stated on any delivery note and any such packaging material will only be returned at the Supplier's cost.
- 6.7. Where iPR agrees in writing to accept delivery by instalments, the Contract will be construed as a single contract in respect of each instalment. Nevertheless, failure by the Supplier to deliver any one instalment shall entitle iPR at its option to treat the whole Contract as repudiated.
- 6.8. Imports. Regarding any Goods or products imported from countries other than the United States, Supplier shall provide information to iPR in the form, quality and detail reasonably required, to enable iPR to comply with applicable United States Customs requirements including, but not limited to, a tariff classification from the Harmonized Tariff Schedule of United States, specifications sheet, product data sheets, or product descriptions.
- 6.9. Risk of Loss. Unless otherwise specified, Supplier shall bear all risk of loss or damage to any Goods sold or supplied, or work to be performed until the date the Goods sold or supplied, or work to be performed is finally delivered to iPR at which date risk of loss shall pass to iPR. However, any loss or damage caused by or resulting from the mistake, negligence, inadvertence, error of Supplier shall be the sole responsibility of Supplier.

### **7. Price and Payment**

- 7.1. The price of the Goods or Services shall be stated in the Order and will be exclusive of any tax as stated in Section 7.5 below, but will include all charges for packaging, packing, carriage, insurance and delivery of the Goods to IPR and any duties, taxes, imports or levies incurred by the Supplier.
- 7.2. Unless otherwise specified in the Order, iPR agrees to pay for Goods received and Services performed within a period of seventy-five (75) days following the date of receipt of an undisputed invoice or the date of delivery of Goods or, if applicable, the date of completion of Services, whichever is later. The terms of payment as shown in the Order shall take precedence over any terms of payment shown on Supplier's invoice or elsewhere.
- 7.3. iPR's method for receiving invoices is through electronic mail at the address shown on the Order. Invoices shall include the Order number and such other information as iPR may request. Supplier's final invoice shall be submitted to iPR not later than six (6) months following final acceptance of the Goods or Services by iPR. Any claim for payment not submitted by such time shall be deemed waived.
- 7.4. iPR shall have the right (but not the duty) to withhold any moneys payable by it hereunder and apply same to the payment of any obligations of Supplier to iPR or any other parties arising in any manner out of this Contract or its performance.
- 7.5. Taxes.

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- (a.) The price of the Goods or Services shall be stated in the Order, and unless otherwise indicated, Goods or Services purchased by iPR are purchased free of any tax, including but not limited to Puerto Rico sales and use taxes pursuant to the authorization granted to iPR as a holder of a Total Exemption Certificate No. 2014-001 issued by the Puerto Rico Department of the Treasury. Copy of the Total Exemption Certificate will be provided to Supplier upon request. Accordingly, under the Puerto Rico Internal Revenue Code of 2011, as amended ("Code"), vendors selling Goods or Services to iPR are relieved from their obligation of charging and collecting Puerto Rico sales and use taxes from iPR. iPR will pay directly to the relevant Puerto Rico taxing authority, any taxes, including sales and use taxes, due and payable under this Order for which iPR is solely responsible and as such, Supplier will not include such taxes in its invoices or the supporting documentation provided to iPR. No additional charges of any kind will be allowed on the price of the Goods or Services, unless specifically authorized in advance by iPR, in writing. iPR and Supplier shall cooperate with each other to establish the correct tax liability under the law with respect to the acquisition of Goods or Services.
- (b.) Unless otherwise provided herein or required by law, Supplier assumes exclusive liability for, and shall pay before delinquency, all applicable taxes, charges or contributions of any kind now or hereafter imposed on, or with respect to, or measured by Goods sold, or Services to be performed hereunder, for which Supplier is responsible on the wages, salaries, or other remunerations paid to persons employed in connection with the performance of the Contract; and Supplier shall indemnify and hold iPR harmless from any liability and expense by reason of Supplier's failure to pay such taxes, charges or contributions.
- (c.) iPR shall collect, deduct and withhold from Supplier any applicable tax, including but not limited to income taxes, from any payments made to Supplier in connection with the Services provided under the Order that are subject to withholding under any applicable laws, and shall deposit such amounts with the corresponding governmental taxing authorities, unless Supplier submits a waiver issued by the corresponding governmental taxing authority, totally or partially exempting Supplier from such tax withholding, as provided by the applicable law, or if the Services are exempt under the applicable law. If Supplier is providing services to iPR, Supplier shall separately disclose in the invoice for Services provided under an Order, the Services rendered within Puerto Rico from the Services rendered outside Puerto Rico, as well as the fees, charges or compensation related thereto, so that iPR may undertake the applicable tax withholding on the Services rendered in Puerto Rico.
- (d.) If Supplier is a foreign individual or entity that claims to be a resident of Puerto Rico or engaged in trade or business in Puerto Rico, respectively, and, thus, is not subject to the withholding tax rules of Code Sections 1062.11 or 1062.08, it shall provide to iPR a sworn statement stating that it is a Puerto Rico resident or engaged in trade or business in Puerto Rico, indicating the basis for such a claim and the address of residence, office or place of business in Puerto Rico, as applicable. The sworn statement shall be signed by the individual, corporate officer or managing partner and include an indication of the official title of the person subscribing the same, as applicable. Once iPR receives such sworn statement, it shall immediately forward the same (or copy thereof) to the corresponding governmental taxing authority.
- 7.6. **Retainage.** If iPR deems it necessary, any work to be performed hereunder which entails construction of any type, shall be subject to a ten percent (10%) retainage of any payment or progress payment. The final payment and the retainage shall not become due and payable to Supplier until the Supplier and subcontractors have delivered to iPR satisfactory releases, satisfactions or waivers of all claims, liens, and claims for liens and assignments of any sums due hereunder of Supplier's and subcontractor's laborers or any other persons, firms, associations or corporations who may have performed any labor or furnished any materials in connection with the performance of this Contract, and until Supplier and subcontractor have remedied any part of the work or any material which iPR has determined to be improper or defective.
8. **Confidentiality.** Supplier shall, during the term of the Contract and for a period of five (5) years thereafter, keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by iPR or its agents and any other confidential information concerning iPR's business or its products which the Supplier may obtain. Supplier shall restrict disclosure of such confidential material to such of its employees, agents or subcontractors on a need-to-know basis for the purpose of discharging the Supplier's obligations to iPR and shall ensure that such employees, agents or subcontractors are subject to like obligations of confidentiality as bind the Supplier. In addition, Supplier agrees not to use, directly or indirectly, any such confidential

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information or trade secrets for its own benefit or for the benefit of any other person, firm or corporation. Supplier would not be liable for the disclosure or use of iPR's confidential information or trade secrets which are already in the public domain, or which hereafter are placed in the public domain by any party other than Supplier, or which are disclosed to Supplier by any other person, firm or corporation. Supplier agrees to return or destroy all data or otherwise dispose of same as requested by iPR at the termination of this Order. Any data destroyed at iPR's request will be confirmed in writing by Supplier to iPR.

**9. Intellectual Property.** Materials, equipment, tools, dies, molds, copyright, design rights or any other forms of intellectual property rights in all drawings, specifications and data supplied by iPR to the Supplier shall at all times be and remain the exclusive property of iPR, but shall be held by the Supplier in safe custody at its own risk and maintained and kept in good condition until returned to iPR and shall not be disposed of other than in accordance with iPR's written instructions, nor shall such items be used otherwise than as authorized by iPR in writing. iPR shall own (and the Supplier shall procure that iPR shall receive) all rights to any intellectual property relating to any results, designs, developments, ideas, discoveries or inventions designed, developed, made, produced or originated by the Supplier or any of its employees, agents or subcontractors while performing the obligations set out in the Contract. The Supplier will observe all copyrights in written material including computer software belonging to iPR or any third party and the Supplier will not make any unauthorized copies of such material or software.

### 10. Termination

10.1. For Convenience. iPR may at any time and for any reason terminate the Contract, in whole or in part, by giving the Supplier written notice whereupon all work on the Contract shall be discontinued and iPR shall pay to the Supplier fair and reasonable compensation for work-in-progress at the time of termination, but such compensation shall not include loss of profits or any consequential loss. On the date of such termination stated in notice, Supplier shall discontinue all work pertaining to the Order, shall place no additional orders, and shall preserve and protect materials on hand purchased for or committed to the Order, work-in-progress, and any completed work under Supplier's control, pending iPR's instructions.

#### 10.2. For Default

(a.) iPR may, at any time, by written notice to Supplier terminate the Contract if:

- (i.) Supplier commits a material breach of any of the terms and conditions of the Contract and fails to remedy the breach (if capable of remedy) within thirty (30) days of a notice from iPR specifying the breach; or
- (ii.) Supplier enters voluntary or involuntary bankruptcy or receivership proceeding or makes an assignment for the benefit of creditors; or
- (iii.) Supplier ceases or threatens to cease to carry on its business; or
- (iv.) the financial position of the Supplier deteriorates to such an extent that in the opinion of iPR the capability of the Supplier adequately to fulfil its obligations under the Contract has been placed in jeopardy.

(b.) In such case iPR shall be released of all further obligation hereunder except the obligation to pay the reasonable value of Supplier's prior performance, not to exceed the Contract price.

10.3. Termination of the Contract, however arising, will be without prejudice to the rights of iPR accrued prior to termination. Terms or conditions which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

### 11. Remedies

11.1. Without prejudice to any other right or remedy which iPR may have, if any Goods or Services are not supplied in accordance with, or the Supplier fails to comply with any of the terms of the Contract, iPR may exercise any one or more of the following remedies at its discretion, whether or not any part of the Goods or Services has been accepted by iPR:

(a.) to cancel the Contract in whole or in part; and/or

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- (b.) to reject the Goods or Services (in whole or in part) and in the case of Goods return them to the Supplier at the Supplier's risk and cost on the basis that a full refund for such Goods shall be paid forthwith by the Supplier; and/or
- (c.) at iPR's option to give the Supplier the opportunity at the Supplier's cost either to remedy any defect in the Goods or Services or to supply replacement Goods or Services and carry out any other necessary work to ensure that the terms of the Contract are fulfilled; and/or
- (d.) to refuse to accept any further deliveries of the Goods or Services; and/or
- (e.) to carry out at the Supplier's cost any work necessary to make the Goods or Services comply with the Contract; and/or
- (f.) to claim such damages as may have been sustained in consequence of the Supplier's breach of the Contract.

### 12. Site Security and Safety Requirements

- 12.1. Safety, Health and Environment ("SHE") Requirements. Supplier recognizes iPR's commitment to working only with suppliers who embrace standards that protect personal health, well-being, safety, and the environment that are consistent with AstraZeneca's Global Standard: Safety, Health and Environment ("SHE") which can be found at: <http://www.astrazeneca.com/Sustainability/environmental-sustainability>, as amended from time to time.
- 12.2. Site Security and Safety Requirements. Supplier will ensure that all employees, subcontractors, or agents performing work on iPR's site:
  - (a.) must comply with all Site Security and Safety Requirements ("Site Security and Safety Requirements") as applicable, including if required, a background investigation and drug test, unless otherwise agreed;
  - (b.) must submit to a prequalification process and remain in good standing during the performance of the Services; and
  - (c.) must complete required training on general procedures regarding iPR site practices including procedures on safety, health, and environment; good manufacturing practices; food; drink; smoking; hygiene; and any other procedures deemed relevant to general conduct at the iPR site.
- 12.3. All costs of meeting the Safety and Security Requirements, the prequalification process, and any applicable laws and regulations are the responsibility of Supplier.
- 12.4. Prior to commencing any work on site, Supplier shall submit the names of employees, subcontractors, or agents assigned to perform the work on site and will provide iPR with any other information iPR may reasonably request. iPR may accept or reject any such proposed employees, subcontractors, or agents in its sole discretion.
- 12.5. Removal of Supplier. The violation of a law, regulation, or Site Security and Safety Requirement or any iPR policy may result in immediate removal of Supplier from iPR property and termination of Services. Immediate removal from the workplace will also result from: (i) conspiring with or directing others to violate the law, regulation or any of these requirements or an iPR policy, (ii) failing to cooperate in an iPR investigation of possible or reported violations, or (iii) failing to promptly report violations of law, regulation, Site Security and Safety Requirement or iPR policy by Supplier employees, subcontractors, or agents to his or her employer.
- 13. **Assignment.** Supplier shall not assign, delegate, subcontract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract without iPR's prior written consent. iPR may assign, delegate, subcontract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract to any AstraZeneca Group company.
- 14. **Subcontractors.** If permitted to subcontract pursuant to iPR's written consent, Supplier shall remain the prime contractor fully responsible for all work performed by subcontractors. Supplier shall not be relieved of any responsibilities or obligations under this Contract that are performed by any subcontractor and Supplier will be responsible and liable for any failure by any subcontractor to perform in accordance with the Contract.
- 15. **Force Majeure.** Either Party shall be released from its obligation under this Contract when and to the extent that performance is delayed or prevented (including in iPR's case, when and to the extent that its need for the

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Goods or Services to be supplied hereunder is reduced or eliminated) by reason of acts of God, fire, explosion, war, riots, strikes, labor disputes, or governmental laws, orders or regulations.

16. **Compliance Training.** Supplier shall ensure that all Supplier's employees, agents and subcontractors, if applicable, who are assigned by Supplier to perform Services for, or on behalf of iPR shall successfully complete any required compliance training as directed by iPR prior to commencing any work for iPR. Supplier shall permit iPR to audit Supplier's records regarding the successful completion of such mandatory compliance training.
17. **Independent Contractor.** Supplier shall conduct all operations in Supplier's own name as an independent contractor and not in the name of or as agent for iPR and the relationship between Supplier and iPR shall not constitute a partnership, joint venture or agency.
18. **Acceptance and Waiver.** This Order, when accepted by the Supplier, shall constitute the entire agreement with reference to its subject matter and shall not be altered, amended, supplemented or cancelled without written approval of iPR. Failure or delay by iPR in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract. Any waiver by iPR of any breach of, or any default under, any provision of the Contract by the Supplier will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
19. **Changes.** iPR reserves the right at any time by issuing a written amendment to this Order to make changes including, but not limited to, drawings, specifications, quantity, delivery, or the general scope of work, and/or to direct temporary suspension, and/or resumption of scheduled shipments. If any such changes cause an increase or decrease in the price, or the time required for Supplier's performance, or otherwise affects any other provision of the Order, an equitable adjustment shall be made and the Order shall be modified in writing accordingly. Changes initiated by Supplier that could affect quality, Specification, or registered information of materials, parts or equipment require advance notification and iPR's approval prior to implementation.
20. **Use of Name.** Supplier shall not mention or otherwise use iPR's name or that of AstraZeneca (or any abbreviation or adaptation thereof) in any publication, press release, promotional material, or other form of publicity without the prior written approval of iPR in each instance.
21. **Dispute Resolution.** To resolve any controversy or claim arising out of or relating to the Contract, including any question regarding its existence, validity, or termination, the Parties agree that they will work together in good faith first, to resolve the matter internally by escalating it to higher levels of management and, then if necessary, to use a mutually agreed alternative dispute resolution technique prior to resorting to litigation. In the event the Parties fail to mutually agree upon such technique within thirty (30) days after good faith attempts at internal resolution have failed, either Party may resort to litigation. This provision shall not apply to disputes involving confidentiality or infringement of intellectual property rights (in which case either Party shall be free to seek available remedies under the governing law for the Contract). Notwithstanding any provisions to the contrary in this Section, if any dispute arises between the Parties, Supplier shall not interrupt the performance of the work under the Contract during the pendency of any such dispute, unless ordered to do so by iPR in writing and iPR shall make payments for Goods delivered or Services performed by Supplier other than disputed amounts.
22. **Governing Law.** The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by the laws of the Commonwealth of Puerto Rico and the Parties submit to the exclusive jurisdiction of the Commonwealth of Puerto Rico courts. If there is federal jurisdiction, the dispute shall be decided by the Federal District Court of Puerto Rico in San Juan, Puerto Rico.

**END OF SECTION**